

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 17, 2015

INFORMATION SESSION

Vice Chairman Harris called the meeting to order at 8:06 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. Vice Chairman Harris, Commissioner Hall, Commissioner Williams and Commissioner Walker were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Chairman Dean joined the meeting at 8:08 a.m.

Administrator Mims briefed the Commission on items on the agenda.

Administrator Mims presented a letter from Reverend Alphonso Dixon, publisher of the Montgomery-Tuskegee Times, requesting funding for the 28th Annual Black History Awards Banquet for the purpose of benefitting RESTOR, Inc. He also presented an Opinion from County Attorney Tyrone C. Means regarding the appropriation. Attorney Means stated that the appropriation would be to RESTOR, Inc., which is a nonprofit organization that provides shelter and meals for homeless veterans in Montgomery County.

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$300 miscellaneous appropriation from his account to RESTOR, Inc., to provide shelter and meals for homeless veterans.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to Montgomery Concerned Citizens for community activities.

Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account to Montgomery Music Project, for musical instruments.

Vice Chairman Harris requested a \$4,000 miscellaneous appropriation from his account to Montgomery County Recreation Department, Cleveland Avenue YMCA for youth programs.

Chairman Dean requested a \$5,000 miscellaneous appropriation from his account to Montgomery Community Action Agency for community service programs.

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Montgomery County Recreation Department Suburban West Dixie Youth Baseball League.

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Montgomery County Recreation Department Bellingrath-Southlawn Dixie Youth Baseball League.

Chairman Dean requested a \$1,000 miscellaneous appropriation from his account to Montgomery County Recreation Department Southern Dixie Youth Baseball League.

Chairman Dean requested a \$500 miscellaneous appropriation from his account to Alabama State University for the College of Liberal Arts and Social Sciences Program for undergraduate student research travel.

After discussion, the Commission agreed to add these items to the miscellaneous appropriations.

Commissioner Williams informed his fellow Commissioners that Sidney Lanier High School requested funding for choir uniforms. After discussion, the Commission agreed to waive rules and add to the agenda a Budget Change Request in the amount of \$2,000 for the uniforms.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from the Alabama Kidney Foundation requesting funding. After discussion, the Commission agreed to waive rules and add to the agenda a Budget Change Request in the amount of \$10,000 for program services.

Commissioner Williams requested a letter from the County Commission to the local dialysis center informing them that \$10,000 has been appropriated for the event. Public Affairs Director DiDi Henry said that she would write the letter for him.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY AND PATRICK ADDISON WITH PH&J ARCHITECTS, INC.

District Attorney Daryl Bailey and Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding Change Order Request Number 2 for the County Courthouse Annex I, third floor renovations and alterations for the district attorney and child support offices. Administrator Mims noted the items and costs presented to the Commission on the Summary Sheet for this Change Order. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DIRECTOR AYLIA MCKEE WITH THE PUBLIC DEFENDER'S OFFICE, GRIFFIN HARRIS AND PATRICK ADDISON WITH PH&J ARCHITECTS, INC.

Director Aylia McKee with the Public Defender's Office, and Griffin Harris and Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding Change Order Request Numbers 1 and 2 concerning renovations and alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office. Director McKee informed the Commission that the State of Alabama has agreed, by and through Acting Director of Finance Bill Newton, to reimburse the Commission for Change Order Number 1 repairs in the amount of \$38,337. Mr. Harris requested authorization for an allowance for flooring, and plaster and paint repairs in the amount of \$14,000. After discussion, the Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Alabama State University requesting funding for the Alabama High School Athletics Association Annual Basketball Tournament. After discussion, the Commission agreed to waive rules and add a Budget Change Request to the Montgomery Area Chamber of Commerce in the amount of \$10,000 for this event.

Commissioner Walker asked that, in the future, they request these funds earlier since this is an annual event.

PRESENTATION BY ATTORNEY CLINTON D. GRAVES WITH GILPIN GIVHAN, PC

Attorney Clinton Graves with Gilpin Givhan, PC, briefed the Commission regarding a resolution approving incentives to BRC Montgomery Mall, LLC, which was on the agenda. Mr. Graves briefed the Commission regarding a resolution authorizing the First Amendment to the Articles of Incorporation of the Montgomery County Public Education Cooperative District, which was on the agenda. Mr. Graves briefed the Commission regarding modifications to the Project Funding and Cooperation Agreement relating to the Public Education Project, which was also on the agenda.

PRESENTATION BY CITY OF MONTGOMERY DIRECTOR OF PLANNING ROBERT E. SMITH, JR.

City of Montgomery Director of Planning Robert E. Smith, Jr. briefed the Commission regarding Phase II of the Passenger Rail Study. Mr. Smith requested a match commitment letter approved by the County Commission and signed by Commission Chairman Elton Dean. After discussion, the Commission agreed to waive rules and authorize Chairman Dean to sign the match letter and to add a Budget Change Request in the amount of \$20,000 for Phase II of the Passenger Rail Study to the agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding Position Fill Requests for Juvenile Detention Officer, Position Number 900300004 and Juvenile Detention Officer, Position Number 900300010 from the Youth Facility. After discussion, the Commission agreed to place these requests on the next agenda.

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 Emergency Call Works Next Generation E911 contract is in final review. Mr. Ialacci noted that the Norment maintenance contract is ready, but that he wants to finalize the proposal for the necessary upgrade for the old camera software system so that he can present them to the Commission together next month.

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

County Engineer George C. Speake requested the Commission's approval of a position fill request for an existing Civil Engineering Technician I vacancy to be filled as an interdepartmental promotion (no new hires), which was on the agenda.

Mr. Speake advised the Commission that the first layer of asphalt had been placed on Butler Mill, Goodwyn, and Gibson Roads, and asphalt paving work on Felder Road was completed.

Commissioner Williams asked if a resident in Flatwood Community had contacted Mr. Speake concerning a rezoning of property on Franson Drive. Mr. Speake advised him the resident did call and was referred to the City Planning Commission who is handling this rezoning. Also, Mr. Speake advised Commissioner Williams a different resident of Flatwood had contacted him concerning a proposed neighborhood cleanup effort. The Engineering Department's District I Maintenance Superintendent called this resident back and has scheduled removal of the trash pile resulting from the cleanup weekend.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a board member reappointment to the Montgomery Area Mental Health Authority. After discussion, the Commission agreed to place this item on the next agenda.

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

Administrator Mims briefed the Commission regarding a recognize and deny claim filed by Patrick G. Montgomery on behalf of Dana Shannon for minor Kimora Brenson. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of 2015 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown with Community Corrections briefed the Commission regarding the establishment of the Classification Community Corrections Technician (0357), Pay Grade A04. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean asked Administrator Mims to have Mr. Brown present a plan to increase Community Correction participants at the next meeting.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an invitation from the Montgomery County District Attorney's Office for the Swearing in Ceremony of Michael J. Thomas as Chief Investigator.

Administrator Mims presented an email from AKEEP requesting funding for the program. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda.

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 Commissioner Walker.

The Pledge of Allegiance was led by Commissioner Williams.

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 Tyrone C. Means, and County Engineer George C. Speake.

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of February 2, 2015. The motion was seconded by Vice Chairman Harris 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 Walker 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 INCENTIVES TO BRC MONTGOMERY MALL, LLC

PUBLIC HEARING NOTICE

MONTGOMERY COUNTY, ALABAMA

NOTICE OF PROPOSED ACTION AT PUBLIC MEETING

Notice is hereby given that on February 17, 2015 at 9:30 a.m., Central Time (or at such other time as such meeting may be adjourned and reconvened), at the County Commission located at 101 South Lawrence Street, Montgomery, Alabama, the County Commission of Montgomery County, Alabama (the "County") will hold a meeting, which will constitute a public meeting, to consider, discuss, vote upon, and take other action authorizing and approving the use and grant of public funds of the County to obtain, furnish and otherwise assist in providing certain incentives to BRC Montgomery Mall, LLC (the "Company") to assist in the redevelopment of the Montgomery Mall and the career academy (the "Project"); and other matters related to the matters described herein. The County believes that the above assistance to encourage the development of the Project will promote and continue economic development within the County. The identity of the business entity for whose benefit the County proposes to use and grant public funds shall be the Company.

Notice of this public meeting is being published pursuant to the requirements of Amendment 713 and Amendment 772 to the Alabama Constitution of 1901, as amended, and all other applicable laws, to the extent applicable.

End of Public Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding incentives to BRC Montgomery Mall, LLC. No one addressed the Commission and Chairman Dean closed the Public Hearing.

RESOLUTIONS

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING FEBRUARY 17, 2015 AS MONTGOMERY COUNTY NEVER FORGETS DAY

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry and resolution:

February 17, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: *Montgomery County Never Forgets Day* Resolution

The Montgomery County District Attorney's Office has asked that the Commission proclaim Tuesday, February 17, 2015, as: "*Montgomery County Never Forgets Day*" in support of those reported missing in our county. An astounding 2,300 Americans are reported missing every day, including both adults and children. There are currently 11 known families in Montgomery County who are experiencing the profound devastation of a missing loved one.

During the commission meeting on February 2, 2015, the commission agreed to place this item on the next agenda. Therefore, I am requesting adoption of this resolution.

Thank you for your consideration.

End of Memorandum

RESOLUTION

WHEREAS, reports of missing persons across the United States have increased six-fold in the past 25 years, from roughly 150,000 in 1980 to about 900,000 in 2014; and

WHEREAS, an astounding 2,300 Americans are reported missing every day, including both adults and children; and

WHEREAS, for the families of those missing, the growing realization that a loved one cannot be located, causes them great distress and growing concern for their safety and the circumstances which led to their disappearance; and

WHEREAS, there are currently 11 known families in Montgomery County who are experiencing the profound devastation of a missing loved one; and for these families time has stood still as they await answers to their disappearance; and

WHEREAS, the Montgomery County Commission pledges to never forget these grieving families or their missing loved ones,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission hereby acknowledges those missing in Montgomery County by providing initiatives to assist law enforcement and the families. Furthermore, the Montgomery County Commission proclaims February 17, 2015, as:

“Montgomery County Never Forgets Day”

in support of all those missing in our county, and challenges all the counties in the State of Alabama to never forget and to never quit searching until all the missing have been returned home to their loved ones.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 17th day of February, 2015.

End of Resolution

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

Commissioner Walker read and presented the resolution to District Attorney Daryl Bailey. She thanked him for all the work he does. He thanked the Commission for their support.

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING THE MONTH OF
MARCH 2015 AS CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry and resolution:

February 17, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: *Certified Government Financial Manager Month* Resolution

The Alabama Chapter of the Association of Government Accountants (AGA) has requested a resolution declaring the month of March as *Certified Government Financial Manager Month*. The AGA is a professional organization which has a network of 15,000 members in 100 chapters in the United States and around the world.

During the commission meeting on February 2, 2015, the commission agreed to place this item on the next agenda. Therefore, I am requesting adoption of this resolution.

Thank you for your consideration.

End of Memorandum

RESOLUTION

WHEREAS, the Alabama Chapter of the Association of Government Accountants (AGA) is a professional organization, which has a network of 15,000 members in 100 chapters in the United States and around the world and approximately 365 active members representing state, federal, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, AGA Alabama Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years,

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission, does hereby proclaim the month of March 2015 as: *CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH* in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 17th day of February, 2015.

End of Resolution

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING INCENTIVES TO BRC MONTGOMERY MALL, LLC

Administrator Mims presented the following letter from Clinton D. Graves of GILPIN GIVHAN, PC:

February 12, 2015

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

Re: Resolution Approving Incentives to BRC Montgomery Mall, LLC
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. Pursuant to the Agreement for the Purchase and Sale of Property, dated November 25, 2014 (the “Purchase Agreement”) between the BOE and BRC Montgomery Mall, LLC (“BRC”), as provided as Exhibit “A” to the attached resolution, and the Letter Agreement between BRC, the City and the County, dated November 21, 2014, a copy of which is attached to the resolution as Exhibit “B,” the County and the City have determined that it is in the public interest to grant certain incentives to BRC to assist in the redevelopment of the Montgomery Mall and to promote public education through the successful development of the Public Education Project.

The enclosed resolution provides for the grant of an incentive to BRC in the form of an abatement of any increase in the City and County non-educational ad valorem taxes assessed against BRC for certain property that BRC has retained as set forth in the Purchase Agreement (the “Seller’s Remaining Property”), for a period of five (5) years, and to agree to abate 50% of the increase in non-educational ad valorem taxes on the Seller’s Remaining Property for a period of five (5) years thereafter.

Please note that in order for the Commission to grant the incentives set forth in the resolution, the Commission must hold a public meeting as provided for under Amendment 713 and Amendment 772 to the Alabama Constitution of 1901, as amended. Notice for this public meeting was published on February 9, 2015.

The attached resolution was previously introduced to the Commission for the first time at its meeting on February 2, 2015, and we are asking that the Commission consider this resolution for approval at its meeting on February 17, 2015.

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

Commissioner Walker expressed her support of Montgomery's public schools and the need to provide new facilities for some schools; however, she stated that she is not in favor of moving any schools to Montgomery Mall. She noted that she supports some pieces of the plan, but not the whole plan. Commissioner Walker expressed that in recognizing that the move to Montgomery Mall will happen despite her objections, she will vote to support the project.

Commissioner Hall made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution and Exhibits A and B, Agenda Pages 1-2 through 1-33, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING FIRST
AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE MONTGOMERY
COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT

Administrator Mims presented the following letter from Clinton D. Graves of GILPIN GIVHAN, PC:

February 12, 2015

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

Re: Resolution Authorizing First Amendment to the Articles of Incorporation 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 enclosed resolution as the Public Education Project. The Montgomery County Public Education Cooperative District, an Alabama cooperative district (the "District"), is proposed to be used as a funding vehicle to finance the Public Education Project by issuing its bonds, to be secured by separate funding agreements to be entered into by the County and the City.

In order for the District to be in a position to issue its bonds for the Public Education Project, the Certificate of Incorporation of the District must be amended to encompass the Public Education Project

and to better fit the needs of said Project. The enclosed resolution provides for the authorization and approval of the amendment to the Certificate of Incorporation of the District as provided for in the First Amendment to the Certificate of Incorporation of the District attached to the resolution as Exhibit "A." Also enclosed herein is an application for amendment to the Certificate of Incorporation of the District, made by the Chairman of the Board of Directors of the District, a certified copy of resolution of the Board of Directors of the District approving said amendment, and a copy of the original Certificate Incorporation of the District.

This resolution was previously introduced to the Commission at its meeting on February 2, 2015 and we are asking that the Commission consider this resolution for approval at its meeting on February 17, 2015.

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

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 2-2 through 2-27, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING PROJECT FUNDING
AND COOPERATION AGREEMENT RELATING TO THE PUBLIC EDUCATION
PROJECT

Administrator Mims presented the following letter from Clinton D. Graves of GILPIN GIVHAN, PC:

February 12, 2015

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

Re: Resolution Approving Project Funding and Cooperation Agreement
Relating to the Public Education Project
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 authorization and approval of the County to enter into a Project Funding and Cooperation Agreement between the County, the City, and the BOE with respect to the Public Education Project, a copy of which is attached to the resolution as Exhibit "A." The Project Funding and Cooperation Agreement sets forth the agreements and obligations between the County, the City, and the BOE to finance the Public Education Project. The proposed structure for the financing of the Public Education Project is to provide for The Montgomery County Public Education Cooperative District (the "District") to issue its bonds, the debt service on which would be secured by the County and City's obligations under the Project Funding and Cooperation Agreement and respective funding agreements by the County and City. The BOE has agreed to fund its obligations under the Project Funding and Cooperation Agreement in cash outside of the proposed bond issue.

The attached resolution was introduced to the Commission for the first time at its meeting on February 2, 2015. The Project Funding Agreement and Cooperation Agreement has been revised from the previous form presented to the Commission as follows (a redline has been enclosed for your convenience):

- Provisions were added to specify that the District would issue its bonds to finance the Public Education Project and provisions stating that the County would issue its debt for the \$27,000,000 were deleted.
- The definition of the City and County Contribution was modified to clarify that the City and County are agreeing to contribute debt service in the total amount of \$1,700,000 required to service the bonds issued by the District, which is estimated to be the sum of \$27,000,000. The County Contribution will be \$1,080,000 of the \$1,700,000 debt service and will be specified in the County Funding Agreement which will be put before the Commission with any other financing documents necessary for the issuance of the bonds of the District.
- Provisions were added to provide that the City and County would each enter into separate funding agreements as opposed to a joint funding agreement.
- Section 3.2(d) BOE Obligations was modified to clarify that the BOE would be obligated to contribute its funds to finance project costs prior to, and up to, the funding of the City and County Contribution through the issuance of the District's bonds. Upon the funding of the City and County Contribution, the BOE would be obligated to contribute its funds after the exhaustion of the funds provided by the City and County Contribution.
- Under Article VI, a provision was added that an Event of Default under the Project Funding and Cooperation Agreement would have no impact on the separate City and County obligation set forth in their respective funding agreements with respect to the bonds to be issued by the District. Those separate funding agreements will have specific default provisions with respect to the City and County obligations toward the payment of the debt service of the bonds of the District.

We are asking that the Commission consider this resolution for approval at its meeting on February 17, 2015.

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

End of Letter

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution and Cooperation Agreement, and Exhibits A and B, Agenda Pages 3-3 through 3-45, are attached to these Minutes.)

PINTLALA WATER AND FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER REAPPOINTMENT

Administrator Mims presented the following memorandum:

February 12, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Pintlala Water and Fire Protection Authority Board Member Reappointment

The Montgomery County Commission, at its meeting on February 2, 2015, agreed to place on the next agenda the reappointment of Wayne G. Hatcher to the Pintlala Water and Fire Protection Authority. I am requesting that the Commission consider approval of this reappointment for a term expiring March 1, 2021.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve board member reappointment of Wayne G. Hatcher for a term expiring March 1, 2021. The motion was seconded by Commissioner Hall

and unanimously approved by the Commission. (Copies of Letter and Board Members' Appointment Page, Agenda Pages 4-2 and 4-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 7 TO CONTRACT WITH NORMENT SECURITY GROUP, INC., REGARDING A THREE MONTH CONTRACT EXTENSION FOR PREVENTIVE MAINTENANCE ON THE SECURITY CAMERAS, DOORS, LOCKS, AND ANY OTHER SECURITY COMPONENTS WITHIN THE COUNTY BUILDINGS

Administrator Mims presented the following memorandum from Buyer II Tammy Turner:

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II

Date: January 29, 2015

Subject: Amendment No. 7 to Contract 52110-05B-037
Preventive Maintenance on Security System

Request that approval of the attached Amendment No. 7 extending the period of the contract for Preventive Maintenance on the Security Cameras, Doors, Lock and any other Security Components with the County Buildings be placed on a future County Commission agenda.

Amendment No. 7 will extend the contract period for a three (3) month period beginning March 1, 2015 and will end on May 31, 2015. This contract extension will expire when a new Security System Maintenance Contract is executed between Norment Security Group, Inc., and the Montgomery County Commission prior to May 31, 2015.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Amendment Number 7, Agenda Page 5-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY TAX LEVIES FOR THE YEAR 2015

Administrator Mims presented the following memorandum:

February 12, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: County Tax Levies for the Year 2015

The Montgomery County Commission, at its meeting on February 2, 2015, agreed to place on the next agenda the County Tax Levies for the Year 2015.

I am requesting approval of these resolutions.

Attachment

End of Memorandum

Vice Chairman Harris clarified that these are not new taxes but they are existing taxes.

COUNTY TAX LEVIES FOR THE YEAR 2015

RESOLUTION #1

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that for the purpose of paying the expenses of Montgomery County for the current tax year, there is hereby levied for the tax year 2015, a tax of fifty cents upon each \$100.00 of taxable property in said County liable or subject to taxation for the year 2015, which began with October, 2014.

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION #2

RESOLVED, that it is hereby ordered by this County Commission of Montgomery County, that for the purpose of paying any debt or liability now existing incurred for erection, construction or maintenance of necessary public buildings, bridges, or roads, there is hereby levied a special tax of twenty-five cents upon each \$100.00 of taxable property subject to or liable to taxation in said County for the tax year 2015, which began with October, 2014.

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION #3

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that there be and is hereby levied in the County of Montgomery, Alabama, effective on June 1, 1951, an excise tax of one-cent per gallon upon the sale of gasoline and other motor fuels, as defined in said Act of the Legislature of Alabama, approved May 30, 1951. The proceeds of said tax when collected by this Commission, less the cost of the collection of same, shall be paid monthly to the custodian of County school funds of Montgomery County, to be used for the maintenance and operation of the public school system of said Montgomery County, Alabama.

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 17, 2015, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2014-2015, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

Commissioner Hall made a motion to adopt the resolution. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 17, 2015, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2014-2015, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year,

and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

Commissioner Hall made a motion to adopt the resolution. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

RESOLUTION # 6

There is hereby levied upon all property and subjects of taxation within Montgomery County for the tax year that began October 1, 2014 (for which tax year taxes become due and payable on October 1, 2015), and for each succeeding tax year thereafter as set forth below, the following:

A special countywide tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, for a period of twenty (20) consecutive years beginning with the levy of the tax that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 1 of Amendment No. 3 of the said Constitution and the said election held in Montgomery County, Alabama, on November 2, 2004.

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION # 7

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries of which are conterminous with the corporate limits of the City of Montgomery), for the tax year that began October 1, 2014 (for which tax year taxes become due and payable on October 1, 2015), and for each succeeding tax year thereafter for the remaining period of ten (10) consecutive years a special district school tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, beginning with the levy that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 2 of Amendment No. 3 of the said Constitution and the said election held on November 2, 2004.

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

RESOLUTION #8

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 1 (the boundaries outside the corporate limits of the City of Montgomery excluding the Town of Pike Road) and Montgomery County School District No. 4 (Town of Pike Road) for the tax year that began October 1, 2014 (for which tax year taxes

become due and payable on October 1, 2015), a special district school tax at the rate of six and one-half (6-1/2) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

RESOLUTION #9

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries inside the corporate limits of the City of Montgomery excluding the areas not receiving all city services) and Montgomery County School District No. 3 (the areas inside the corporate limits of the City of Montgomery not receiving all city services) for the tax year that began October 1, 2014, (for which tax year taxes become due and payable on October 1, 2015) a special district school tax at the rate of three (3) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED COUNTY EMPLOYEE BLOOD DRIVES FOR 2015

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry:

February 17, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2015

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2015. The first is tentatively scheduled for March 4th with the American Red Cross and the other later in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads, at their discretion, to give employees who actually donate blood, four hours of administrative leave for having donated. This time off must be scheduled in advance with the

department head or supervisor. It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives.

During the commission meeting on February 2, 2015, the commission agreed to place this item on the next agenda. Therefore, I am requesting your approval of this agenda item.

Thank you for your consideration.

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.

EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD – APPROVED
AUTHORIZATION OF PAYMENT OF INVOICE FOR SMART911 SYSTEM

Administrator Mims presented the following memorandum from 9-1-1 Coordinator Jane Brown:

MEMORANDUM

DATE: January 28, 2015
TO: Montgomery County ECD Board
FROM: Jane Brown, 9-1-1 Coordinator
RE: Smart 911 Payment

In June 2014, the Sheriff's Office purchased a system from AT&T called Smart911. This system is a service where citizens go to a website, "Smart911.com" and enter information about themselves, their family members, their homes and workplaces, medical conditions and other pertinent information. For citizens with special needs such as oxygen supplies, dialysis and other conditions that could need help in an emergency, that information could be stored in the Smart 911 database as well. Residents build their Safety Profile on a secure and private data repository, registering the life-saving information they want to make available to 9-1-1 in the case of an emergency. When the user initiates a 9-1-1 call from a registered phone number, the data automatically displays on the call takers work station, helping them respond more quickly and effectively.

This system is on the state contract list, contract number 4013017, under the T301 Cellular contract.

After this was purchased and installed in the Sheriff's Office, the invoice was submitted to the ECD with a request that it be paid from 9-1-1 funds. This is an expense that is allowed to be paid from 9-1-1 funds. The amount we are being asked to pay is the yearly maintenance fee for two licenses for a total of \$12,900 annually.

I am requesting authorization from the Emergency Communications District Board to pay this invoice.

Thank you for your consideration of this request.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Invoice, Remittance Slip, and Smart911 Proposal of Service, Agenda Pages 8-2 through 8-11, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

February 17, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- C-2015-42: Montgomery County Recreation Department, for Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development - \$3,000; (Dean-\$750, Harris-\$500, Hall-\$750 and Walker-\$1,000)
- C-2015-43: Montgomery Symphony Orchestra, for Music Education and Musical Enrichment Programs for All Ages - \$1,000; (Walker)
- C-2015-44: Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County - \$500; (Walker)
- C-2015-45: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged School Children and Twenty Montgomery Area Outreach Organizations to the Production of “Celebration of the Season”, Also to Fund a Teacher Workbook Preparing Each Student for the Performances - \$500; (Walker)

- C-2015-46: Alabama Shakespeare Festival, for Educational Programs - \$2,000; (Walker)
- C-2015-47: Montgomery County Recreation Department, for East YMCA, for Partners with Youth Program - \$2,000; (Walker)
- C-2015-48: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Troop 224 - \$500; (Harris)
- NC-2015-81: BOE, Garrett Elementary School, for Principal's Discretionary Fund - \$2,000; (Walker)
- NC-2015-82: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$2,000; (Walker)
- NC-2015-83: Alabama Cooperative Extension System, for the 4H Livestock Show - \$750; (Hall)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

- C-2015-49: Montgomery Concerned Citizens, for Community Activities - \$500; (Williams)
- C-2015-50: Montgomery Music Project, for Musical Instruments - \$500; (Harris)
- C-2015-51: Montgomery County Recreation Department, Cleveland Avenue YMCA, for Youth Program - \$4,000; (Harris)
- C-2015-52: Montgomery Community Action Agency, for Community Service Programs - \$5,000; (Dean)
- C-2015-53: Montgomery County Recreation Department, Suburban West Dixie Youth Baseball League - \$1,000; (Dean)
- C-2015-54: Montgomery County Recreation Department, Bellingrath-Southlawn Dixie Youth Baseball League - \$1,000; (Dean)
- C-2015-55: Montgomery County Recreation Department, Southern Dixie Youth Baseball League - \$1,000; (Dean)
- C-2015-56: RESTOR, Inc., to Provide Shelter and Meals for Homeless Veterans - \$300; (Dean)

C-2015-57: Alabama State University Foundation, Inc., for College of Liberal Arts and Social Sciences Program for Undergraduate Student Research Travel - \$500; (Dean)

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

SUPPORT SERVICES – APPROVED BID AWARD FOR TONER CARTRIDGES, BID NO. 51901-15B-014

Administrator Mims presented the following memorandum from Buyer II Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: January 28, 2015
SUBJECT: Invitation to Bid No. 51901-15B-014,
Toner Cartridges

Request approval of award on the above referenced Invitation to Bid, to the low bid of The Office Pal in the amount of \$62,178.48, be placed on a future agenda. (Copy of spread sheet attached)

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

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 Spreadsheet, Agenda Pages 10-2 through 10-5, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 11 FOR \$5,000 TO BLUE-GRAY NATIONAL COLLEGIATE TENNIS CLASSIC, INC., FOR ECONOMIC AND TOURISM DEVELOPMENT

Administrator Mims requested approval of Budget Change Request Number 11, County Commission Appropriations.

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 12 FOR \$25,000 TO ALABAMA SHAKESPEARE FESTIVAL FOR
EDUCATIONAL PROGRAMS

Administrator Mims requested approval of Budget Change Request Number 12, County Commission Appropriations.

Vice Chairman Harris 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 12-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

Administrator Mims presented the following memorandum:

February 12, 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 February 2, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Detention Facility Accounts Manager, Position Number 4
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 113
- (3) Corrections Officer Trainee/Corrections Officer, Position Number 148
- (4) Corrections Officer Trainee/Corrections Officer, Position Number 213

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 Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 13-2 through 13-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS FOR TEN (10) PART-TIME DEPUTY SHERIFFS

Administrator Mims presented the following memorandum:

February 12, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Ten Part-Time Deputy Sheriffs

The Montgomery County Commission, at its meeting on February 2, 2015, agreed to place the following Position Fill Requests from the Sheriff's Office on the next agenda:

- (1) Deputy Sheriff, Part-Time, Position Number 1
- (2) Deputy Sheriff, Part-Time, Position Number 2
- (3) Deputy Sheriff, Part-Time, Position Number 3
- (4) Deputy Sheriff, Part-Time, Position Number 4
- (5) Deputy Sheriff, Part-Time, Position Number 5
- (6) Deputy Sheriff, Part-Time, Position Number 6
- (7) Deputy Sheriff, Part-Time, Position Number 7
- (8) Deputy Sheriff, Part-Time, Position Number 8
- (9) Deputy Sheriff, Part-Time, Position Number 9
- (10) Deputy Sheriff, Part-Time, Position Number 10

I am requesting approval of these requests.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memorandum, Sheriff CSO Position Comparison, and Position Fill Requests, Agenda Pages 14-2 through 14-13, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUESTS (5)

Administrator Mims presented the following memorandum from Chief Administrator of the District Attorney's Office Rhonda B. Cape:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: February 9, 2015

SUBJECT: Position Fill Requests

Attached are the position fill requests I spoke to the Commission about at the last Commission meeting and they agreed to place on the February 17 agenda. With the retirement of our Chief Investigator, we have the opportunity for several promotions and to hire an investigator.

Thank you.

End of Memorandum

Vice Chairman Harris made a motion to approve the five position fill requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 15-2 through 15-6, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR CIVIL ENGINEERING TECH I, POSITION NUMBER 640627006

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

January 27, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill Request for Civil Engineering Technician I

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the attached position fill request for a Civil Engineering Technician I vacancy in the Engineering Department. This position will be filled through an in house promotion; therefore there will be no net increase in the total number of employees within our department. The increase in annual salary is \$1,740.00 and can be absorbed in our existing budget. The vacancy created by this promotion will not be backfilled.

This is for your information, review and further handling. If you have any questions or need additional information please contact James Kelley at 832-1342.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the position fill request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-2, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR COUNTY ARCHIVIST, POSITION NUMBER 750026048

Administrator Mims presented the following memorandum from Probate Judge Steven L. Reed:

MEMORANDUM

TO: Montgomery County Commission

THRU: Donnie Mims

FROM: Steven L. Reed, Probate Judge

SUBJECT: Request Approval of Position Fill Request for County Archivist

DATE: January 27th 2015

I request approval for the Montgomery County Archivist Position Fill Request that is currently before you. This Position has been vacant for the last 4 months and is currently in our budget.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (12)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. District Attorney's Office	Request Numbers 18, 19, 20, 21, and 22
2. Tax & Audit Department	Request Numbers 9, 10, and 11
3. Sheriff's Office	Request Numbers 15 and 17
4. Appraisal Department	Request Numbers 13 and 14

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 18-1 through 18-12, 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 – APPROVED CHANGE ORDER REQUEST NUMBER 2 TO AGREEMENT WITH RUSSELL CONSTRUCTION OF ALABAMA, INC., REGARDING COUNTY COURTHOUSE ANNEX I, THIRD FLOOR RENOVATIONS AND ALTERATIONS FOR THE DISTRICT ATTORNEY AND CHILD SUPPORT OFFICES

Administrator Mims presented the following letter from Patrick T. Addison, AIA with PH&J Architects, Inc.:

Saturday, February 10, 2015

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

Re: Montgomery County Courthouse – Annex I
Renovations for the District Attorney and Child Support

PH&J Project # 1208-GVC

Dear Mr. Mims,

Attached is the Change Order items that are ready to be presented to the Commission on Tuesday, February 17, 2015 for approval on the above-mentioned project. One of the items is the anticipated pricing for the District Attorney's requested modifications.

If you, Florence Cauthen or Tammy Nix have any questions about any of these items, please call.

Sincerely,

/s/ Patrick T. Addison, AIA

Cc: Griff Harris, File

End of Letter

Commissioner Walker made a motion to approve change order number 2. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Contingency Allowance Sheet for Renovations to Annex I and Change Order Number 2, Agenda Pages 19-2 through 19-26, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER REQUEST NUMBER 1 TO THE AGREEMENT WITH HOLLEY-HENLEY BUILDERS, INC., REGARDING RENOVATIONS AND ALTERATIONS TO THE MONTGOMERY COUNTY GREIL MANSION FOR THE MONTGOMERY COUNTY PUBLIC DEFENDER’S OFFICE

Administrator Mims presented the following memorandum from Chief Public Defender Aylia McKee:

MEMORANDUM

To: Montgomery County Commission

From: Aylia McKee, Chief Public Defender
Officer of the Public Defender, 15th Judicial Circuit

Date: February 10, 2015

Re: Greil Mansion – Request for Commission’s Approval for Change Order #1

This Memorandum serves as my request to address the Montgomery County Commission (hereinafter “Commission”) on February 17, 2015. I would like to take the opportunity to bring attention to Proposed Change Order No. 1 for the Greil Mansion. Additional repairs to complete the Greil Mansion/Public Defender’s Office project require a change order for work totaling \$44,337. Deducted from this amount will be a \$6,000 allowance that was calculated into the original project bid.

The State of Alabama has agreed, by and through Acting Director of Finance Bill Newton, to reimburse the Commission for these repairs in the amount of \$38,337. I would request that the Commission approve Proposed Change Order No. 1 and provide the financial resources totaling \$38,337.

I would also like to ask the Commission to include this matter as one of the Waived Rules Items to be considered and add it to the agenda on February 17, 2015. This will help ensure that the project's completion date is not further delayed.

Thank you in advance for your assistance.

End of Memorandum

Commissioner Williams made a motion to approve change order number 1. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Change Order Number 1, Agenda Pages 20-2 through 20-5, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER REQUEST NUMBER 2 TO THE AGREEMENT WITH HOLLEY-HENLEY BUILDERS, INC., REGARDING RENOVATIONS AND ALTERATIONS TO THE MONTGOMERY COUNTY GREIL MANSION FOR THE MONTGOMERY COUNTY PUBLIC DEFENDER'S OFFICE

Administrator Mims presented the following letter from Patrick T. Addison, AIA with PH&J Architects, Inc.:

Saturday, February 10, 2015

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

Re: Montgomery County Greil Building
Renovations for the Montgomery County Public Defender's Office

PH&J Project # 1208-GVG

Dear Mr. Mims,

Attached is the Change Order items that are ready to be presented to the Commission on Tuesday, February 17, 2015 for approval on the above-mentioned project.

If you, Florence Cauthen or Tammy Nix have any questions about any of these items, please call.

Sincerely,

/s/ Patrick T. Addison, AIA

Cc: Griff Harris, File

End of Letter

Commissioner Williams made a motion to approve change order number 2. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Change Order Number 2, Agenda Pages 21-2 through 21-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION FOR AN ALLOWANCE FOR FLOORING, PLASTER AND PAINT REPAIRS AT THE GREIL MANSION IN THE AMOUNT OF \$14,000

Administrator Mims requested approval of authorization for an allowance for flooring, plaster and paint repairs at the Greil Mansion in the amount of \$14,000.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 13 FOR \$10,000 TO MONTGOMERY AREA CHAMBER OF COMMERCE FOR THE REGIONAL HIGH SCHOOL BASKETBALL TOURNAMENT TO BE HELD AT ALABAMA STATE UNIVERSITY

Administrator Mims requested approval of Budget Change Request Number 13, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 23-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 14 FOR \$2,000 TO SIDNEY LANIER HIGH SCHOOL FOR CHOIR UNIFORMS

Administrator Mims requested approval of Budget Change Request Number 14, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 24-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 15 FOR \$10,000 TO ALABAMA KIDNEY FOUNDATION, INC., FOR PROGRAM SERVICES

Administrator Mims requested approval of Budget Change Request Number 15, County Commission.

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 25-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 16 FOR \$20,000 REGARDING PHASE II OF THE BIRMINGHAM TO MONTGOMERY INTERCITY PASSENGER RAIL FEASIBILITY STUDY

Administrator Mims requested approval of Budget Change Request Number 16, County Commission.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 26-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

CEO/Founder Karen Jones with Whom it Concerns, Inc., told the Commission good morning. She requested \$600 from each Commissioner for transportation of senior citizens and youth to and from the Selma to Montgomery 50th Civil Rights Anniversary Weekend, March 7-8. She added that these funds will also be used to provide lunch. The remaining funds will help with Spring Break programs and services for youth. Administrator Mims clarified with Chairman Dean that this would be considered at the next County Commission meeting.

Commissioner Hall wished everyone a Happy Mardi Gras and a good Lent season, which is a time to reflect. He thanked everyone for a great start to the new year, and added that he hopes everyone enjoyed the Presidents' Day Holiday.

Commissioner Williams wished the audience a good morning and that it was good to see everyone. He stated that it was good to have County Attorney Tyrone Means back after his long illness. He added that he thanks God for him and for his wife. Commissioner Williams noted that everyone is looking at a miracle and that he is glad to see Mr. Means back.

Commissioner Walker stated that she appreciates all the staff and their quick responses anytime she has an inquiry. She added that it's sometimes imperative that the Commissioners get good information quickly and that the staff is fabulous at getting information to them. She updated everyone on her cancer treatments, stating that she feels great today. Commissioner Walker then expressed her appreciation for everyone's prayers, kind words and support.

Chairman Dean thanked Commissioner Walker for her prayer this morning which was very powerful and touching and welcomed County Attorney Tyrone Means back. He stated that he often brags on the staff, saying that they are the number one county staff in the state and added that he also brags that Montgomery County has the number one Sheriff's Department and Engineering Department. He added that it speaks volumes of what everyone does each and every day and that he always appreciates what everyone does. He encouraged employees to keep up the good work and said that he hopes to reward everyone in a way that would make their lives better. He closed by wishing everyone a good week.

Vice Chairman Harris said good morning and welcomed everyone back after a three day weekend. He added that he echoes what the other Commissioners said about the work that the

staff does to make the Commission and Montgomery County look good. He then told everyone to have a great week.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen introduced Myrtle Singleton as the new Purchasing Manager for the County. Commissioners congratulated and welcomed her.

PRESENTATION BY EXECUTIVE DIRECTOR EVETTE HESTER WITH THE MONTGOMERY HOUSING AUTHORITY

Executive Director Evette Hester with the Montgomery Housing Authority briefed the Commission regarding Parks Place (formerly Cleveland Court) redevelopment, proposed Rosa Parks Interpretive Center and an update on Columbus Square (formerly Trenholm Court) redevelopment. Ms. Hester stated that the Housing Authority is working on a redevelopment plan for Paterson Court as well.

PRESENTATION BY CITY COUNCILOR JONATHON DOW WITH MONTGOMERY CITY COUNCIL DISTRICT 6

City Councilor Jonathon Dow, Montgomery City Council District 6, briefed the Commission regarding a proposal for Peter Crump Baseball Sport Complex and in his material he requested funding in the amount of \$125,000. No action was taken by the Commission.

PRESENTATION BY LOBBYIST CASSANDRA CROSBY WITH CROSBY DRINKARD GROUP, LLC

Lobbyist Cassandra Crosby with Crosby Drinkard Group, LLC briefed the Commission regarding the 2015 Legislative Agenda which included a bill to provide for a new service of process fee in Montgomery County and a bill to provide that the airport authority have two additional members appointed by the County Commission. After discussion, the Commission agreed for the proposed bills to be placed on the next agenda.

PRESENTATION BY PROJECT MANAGER JUSTICE SMYTH AND RESEARCH
MANAGER CHARLIE BASS WITH THE MONTGOMERY AREA CHAMBER OF
COMMERCE

Project Manager Justice Smyth and Research Manager Charlie Bass with the Montgomery Area Chamber of Commerce briefed the Commission regarding an Advantage Site application for the Montgomery Industrial Park and requested funding in the amount of \$2,500. After discussion, the Commission agreed to place this item and a related Budget Change Request in the amount of \$2,500 on the next agenda.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed upcoming events with the Commission and wished Commissioner Williams an early happy birthday.

COMMENTS FROM ADMINISTRATOR MIMS

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

Administrator Mims presented the Revenue Reports for January 2015 from Tax and Audit Department.

Administrator Mims presented the Population Report for January 2015 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for January 2015 for Community Corrections.

RECESS TO EXECUTIVE SESSION

Vice Chairman Harris made a motion to go into the Executive Session, based upon a letter from County Attorney Tyrone C. Means with Means Gillis Law, LLC, to discuss the possible lease, sale and/or purchase of property. The motion was seconded by Commissioner Walker and unanimously approved by each Commissioner openly giving their individual vote. Administrator Mims noted that all five County Commissioners 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 County Attorney Tyrone C. Means and a Checklist for Conducting Lawful Executive Sessions, Pages 27-1 and 27-2, are attached to these Minutes.)

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on February 17, 2015 at 11:01 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

02-17-15 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-30-15

Check Number	To	Check Number
250644		250690
Total Checks Paid		\$109,425.91

CHECK #	PAYEE	AMOUNT	DATE
250643	Southland International Trucks, Inc.	\$139,234.40	01-26-15

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

02-17-15 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-30-15

Check Number	To	Check Number
250691		250795
Total Checks Paid		\$464,132.03

**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 02-06-15

Check Number	To	Check Number
250796		250855
Total Checks Paid		\$225,823.70

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

02-17-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-06-15

Check Number	To	Check Number
250856		250927
Total Checks Paid		\$277,183.95

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

02/17/15 Meeting

Agenda

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

FEB 17 2015

CHECKS ARE DATED
02/06/15

Payroll Check Number	122049	To	Payroll Check Number	122124	\$	53,641.15
Direct Deposits					\$	845,533.09
Payroll Check Number	122125	To	Payroll Check Number	122152	\$	292,248.37
Direct Deposits					\$	358,218.38
Federal Deposits					\$	333,407.06
Total Payroll Paid					\$	1,883,048.05

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

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 17, 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 17th day of February, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

BE IT RESOLEVED AND ORDERED by the Montgomery County Commission (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 Montgomery County Board of Education (the "BOE") has entered into an Agreement for the Purchase and Sale of Property, dated November 25, 2014 (the "Purchase Agreement"), as provided herein as **Exhibit "A,"** whereby the BOE has agreed to purchase certain property from BRC Montgomery Mall, LLC (the "BRC") in order to acquire, construct, and renovate certain buildings and other improvements located, or to be located, at the Montgomery Mall (the "Public Education Project");

b. Pursuant to that Purchase Agreement and the Letter Agreement between the County, the City, and the Company dated November 21, 2014 (a copy of which is attached hereto as **Exhibit "B"**), the County and the City of Montgomery, Alabama (the "City") have determined that it is in the public interest to grant certain incentives to BRC to assist in the redevelopment of the Montgomery Mall and to promote public education through the successful development of the Public Education Project;

c. The Purchase Agreement calls for the City and the County to agree to the abatement of any increase in the City and County non-educational ad valorem taxes assessed against BRC for certain property that BRC has retained as set forth in the Purchase Agreement (the "Seller's Remaining Property"), for a period of five (5) years, and to agree to abate 50% of the increase in non-educational ad valorem taxes on the Seller's Remaining Property for a period of five (5) years thereafter;

d. The Commission deems it to be in the best interest of the County and wise and expedient to provide its portion of the incentives as set forth above and deems the use and expenditure of public funds for the purpose of inducing the Public Education Project within the County in accordance with the Purchase Agreement will serve a valid and sufficient public purpose, including but not limited to (1) promotion of public education within the County, (2) expansion and enhancement of the economic and tax base thereby providing additional revenues for schools, municipal services, and other public needs; (3) increased employment opportunities; (4) promotion, distribution, retail, and commercial activity; and (5) the provision of jobs, and otherwise beneficial effects to the public and citizens of the County;

e. Notice of the public meeting scheduled for February 17, 2015 was published on February 9, 2015, pursuant to Amendment 713 and Amendment 772 to the Alabama Constitution 1901, as amended;

f. At this regular meeting, which is a public meeting, the County held a public meeting regarding the Public Education Project and the County's involvement therein and permitted those interested therein to comment thereon;

g. The Commission desires to authorize and approve the County's provision of its portion of the incentives and otherwise its performance of obligations as described in the Purchase Agreement; and

h. The Commission desires to authorize and approve the County's execution and delivery of the Project Agreement.

Section 2. The Commission hereby approves and authorizes the use and expenditure of public funds in the form of incentives as set forth in the Purchase Agreement.

Section 3. The Chairman of the Commission is hereby authorized and directed to execute and deliver any other agreements, documents, letters, and writings as are necessary or proper in order for the County to perform its obligations set forth in the Purchase Agreement and required to effectuate the intent of this Resolution.

ADOPTED this 17th day of February, 2015.

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

ATTEST:

Donnie L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"
[PURCHASE AGREEMENT]

AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY

This Agreement for the Purchase and Sale of Property (the "Agreement"), is made and entered into as of November 25, 2014 (the "Effective Date"), by and between BRC Montgomery Mall, LLC, a Georgia limited liability company (hereinafter referred to as "Seller") and the Board of Education of Montgomery County, a public instrumentality organized under the laws of the State of Alabama (hereinafter referred to as "Purchaser") (both Seller and Purchaser may hereinafter be referred to as "Party" individually or "Parties" collectively).

WITNESSETH:

WHEREAS, Seller desires to sell all of its right, title and interest in and to that certain parcel of land generally outlined in red on Exhibit A attached hereto and by this reference made part hereof, together with all rights, easements and interests appurtenant thereto, and all improvements situated on the real property (hereinafter collectively referred to as the "Property"), subject to and upon the terms and conditions set forth herein; and

WHEREAS, Purchaser desires to purchase the Property from Seller subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the above premises (which are hereby incorporated into the body of this agreement as material terms of this Agreement), the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by each Party, Purchaser and Seller hereby covenant and agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller, all subject to and upon the terms and conditions set forth in this Agreement.

2. Purchase Price. Subject to adjustment and credits as otherwise specified in this Agreement, the purchase price to be paid by Purchaser to Seller for the Property shall be in the amount of \$750,000.00 (the "Purchase Price"), which Purchase Price shall be paid to Seller at the Closing by wire transfer of immediately available federal funds.

3. Earnest Money; Escrow Agent.

Within ten (10) business days after the Effective Date, Purchaser will deliver to First American Title Insurance Company (the "Title Company") ATTN: Deborah Goodman, 6 Concourse Parkway, Suite 2000, Atlanta, Georgia 30328 ("Escrow Agent"), the sum of \$100,000.00 as earnest money ("Earnest Money").

The Earnest Money shall be a credit towards the Purchase Price at Closing. Except as otherwise provided in this Agreement, the Earnest Money shall be non-refundable. As used herein, "business day" shall mean any day that is not a Saturday, Sunday or a day on which national or state banks in the

State of Alabama or agents or instrumentalities of the State of Alabama are closed for business.

4. Inspection.

Beginning on the day first referenced above and ending on the Closing Date, Purchaser and its agents shall have the right and privilege to enter upon and inspect the Property at reasonable times and upon reasonable prior notice, such rights including, without limitation, the right to perform tests, surveys, environmental and engineering studies, and other examinations that

Purchaser desires to make in planning for its ownership of the Property (including, without limitation, title review), all at Purchaser's sole cost and expense. All such work and tests performed by or at the request of Purchaser shall be nondestructive, and Purchaser shall repair any damages to the Property caused by the performance of any such work or tests. Purchaser shall not be obligated to repair damages caused by fire or insurable hazards, and Seller releases Purchaser from any such damage claim; provided, however, Purchaser's independent contractors shall not be allowed to enter the Property until they provide to Seller evidence of liability insurance satisfactory to Seller and Seller does not release such parties or their insurance carriers from negligent or intentional acts by such independent contractors which cause damage to the Property. Purchaser shall be responsible for utility bills, above an October 2014 baseline, for any utilities run in the JC Penney space in the course of Purchaser's investigations.

Seller shall deliver to Purchaser or make available at the mall office complete copies of all of the following documents in Seller's possession and control:

- (a) all environmental studies, inspections and reports relating to the Property and all other property situated within or comprising a part of the property generally known as Montgomery Mall in Montgomery, Alabama;
- (b) all architectural and engineering plans, specifications, drawings and related documents for the Property or any part of parts thereof and of the enclosed mall spaces that adjoin said Property;
- (c) all building condition, structural, soils, roof, HVAC and other studies, inspections and reports relating to the Property or any part of parts thereof and of the enclosed mall spaces that adjoin said Property;
- (d) all licenses, certificates and permits relating to the Property or any part or parts thereof;
- (e) all, if any, service, maintenance and other contracts relating to the ownership or operation of the Property or any part or parts thereof (the "Service Contracts"); and

(f) all, if any, roof, HVAC and other warranties or bonds relating to the Property or any part or parts thereof (the "Warranties").

5. Contingencies. The Parties acknowledge and agree that their respective obligations to close are contingent upon satisfaction or waiver by the Parties of all of the contingencies set forth below in this Section 5 (the "Contingencies"). The Earnest Money shall be refunded to Purchaser and neither Party shall have any further rights or obligations under this Agreement if either Party terminates the Agreement due to the failure to satisfy any of said Contingencies.

(a) The Parties' mutual execution of a new reciprocal easement agreement and/or an amendment to the Existing REA (as said term is hereafter defined), which agreement and/or amendment shall provide for (i) reciprocal parking, access, water, sanitary sewer, fire protection, storm water, party wall easements and agreements; (ii) for so long as the Board owns the Property, restrictions limiting the use of the Property for educational purposes including school, athletic fields, offices (including but not limited to Purchaser's central office and/or satellite offices), parking and related educational purposes; (iii) a covenant to exercise good faith efforts to renovate, open, and operate the Property for school purposes within 36 months after the Closing Date; (iv) the Purchaser agrees that it will not sell the Property during the first thirty-six (36) months after the Closing Date to any other person or entity (except for any transfers required under the Inter-Governmental Agreement or other financing for the benefit of Purchaser); (v) a shared parking area in a location mutually agreed to by Seller and Purchaser, provided that Purchaser may not use such area for parking of buses or parking when school is not in session; and (vi) such other easements, agreements and/or restrictions as either Party shall reasonably deem appropriate. The covenants enumerated in clauses (ii), (iii) and (iv) above shall be limited to the Property that will be conveyed to Purchaser under this Agreement. The Parties agree to work in good faith during the Inspection Period to negotiate the form and substance of such an agreement and/or amendment.

(b) the Parties' mutual agreement as to the exact dimensions of the Property as determined by a survey to be prepared by Larry E. Speaks and Associates, Inc.; the Parties acknowledge that Exhibit A generally describes the Property, and the Parties will work in good faith during the Inspection Period to more particularly describe the Property;

(c) the legal subdivision of the Property; Purchaser shall be responsible for the cost of (i) all drawings, surveys and replats of the Property required for such legal subdivision, (ii) separating water (but not sanitary sewer) and electrical utilities, and fire loops on the Property, (iii) additional utilities or firewalls required for any portion of the Property as a result of such legal subdivision (but not as the result of any improvements to the Seller's

remaining property if made by Seller); and (iv) all other expenses reasonably required for or as a result of such legal subdivision (exclusive of Seller's legal costs) to the extent the foregoing is not fully accomplished at Closing and the parties elect to close the foregoing shall survive closing and shall also be documented in the closing statements;

(d) Seller and Purchaser agree that the fair market value of the Property in excess of the Purchase Price ("Excess Value") is and shall be considered a charitable contribution and donation from Seller to Purchaser at the Closing pursuant to this Agreement. Purchaser and Seller shall comply with all applicable laws concerning the substantiation of the contribution and donation of the Excess Value. The parties agree that the current fair market value of the Property shall be determined by a M.A.I. appraisal (the "Appraisal") to be prepared by CBRE. Said Appraisal shall be delivered to Seller and Purchaser no later than the Closing Date. Seller agrees to pay all of the fees and expenses of the Appraisal, but said Appraisal shall be addressed to and may be relied upon by both Seller and Purchaser. The parties stipulate and agree that effective on the Closing, if Purchaser is a charitable entity (which the parties hereby stipulate that the Board of Education of Montgomery County is a charitable entity), Seller shall be deemed to have made a charitable contribution (the "Charitable Contribution") to the Purchaser in the amount of the Excess Value, which shall be the amount by which the appraised value of the Property as determined by the Appraisal exceeds the Purchase Price for the Property under and pursuant to this Agreement. The intent is that such Charitable Contribution will qualify under Section 170 of the Internal Revenue Code of 1986, as amended (the "Code"). Seller desires to make said Charitable Contribution in furtherance of Purchaser's mission to provide a variety of academic programs and services to meet the diverse educational needs and interests of its students. Purchaser will cooperate with Seller as may be reasonably necessary so that Seller may satisfy the requirements under the Code and Treasury Regulations for such Charitable Contribution, including, without limitation, completing and executing an appraisal summary on IRS Form 8283. Purchaser's obligation to cooperate shall survive the Closing hereunder. Notwithstanding anything to the contrary provided in this Agreement or in any Appraisal, appraisal summary or other documents executed by Purchaser, Seller acknowledges and agrees that Purchaser has not made and shall not make or be deemed to have made any warranty or representation with respect to the appraised value of the Property or with respect to whether or not the Charitable Contribution contemplated herein shall qualify for a charitable or other deduction from Seller's federal or state income taxes.

(e) termination of the Mall Parking Easement Area identified in the Reciprocal Easement Agreement and Declaration of Covenants and Restrictions recorded in RLPY 04385, Page 0438, Montgomery County records (the "Existing REA"), provided that in no event shall either (a) the

existing property now owned by Purchaser in Montgomery Mall (the "Purchaser's Existing Property") and the Property to be purchased by Purchaser (collectively, the "Purchaser's Combined Property") or (b) the Seller's remaining property fails to meet code as to parking, then and in either such event each Party shall cooperate with the other Party in obtaining a variance that approves the remaining parking available to each Party as legally sufficient for each Party's building area and uses (and such a requirement to cooperate shall survive Closing);

(f) the legal subdivision at Seller's cost and expense of the remaining property owned by Seller at the Mall to create the "Outparcel" identified on Exhibit B hereto; Purchaser shall execute such documents as reasonably requested by Seller to substitute a new Exhibit E to the Existing REA showing the Outparcel to the extent the foregoing is not fully accomplished at closing and the parties elect to close the foregoing shall survive closing and shall also be documented in closing statements;

(g) Seller, Purchaser and the City of Montgomery shall have reached a mutually acceptable agreement with respect to (i) said City's requirements for the existing fire corridor between the former JC Penney store and the Seller's remaining property; and (ii) the Purchaser's and City's requirements for perpetual easements or alleyways between the buildings on the Purchaser's combined Property and the Seller's remaining property for maintenance, repairs, demolition, construction and fire protection for said buildings on Purchaser's Combined Property;

(h) Seller's mortgage lender or lenders shall have executed such instruments and agreements as may be necessary or desirable to release all of the Property from its or their mortgages and to subordinate the liens of their respective mortgages to the easements and other agreements contemplated herein;

(i) with respect to Seller's remaining property, the City of Montgomery and County of Montgomery shall document (a) for the first five (5) years after Closing, a total abatement of non-educational ad valorem taxes and (b) for the five (5) years thereafter, a 50% abatement on non-educational ad valorem taxes; such benefits shall run with the land, be transferrable to future purchasers of Seller's remaining property, and the foregoing shall survive closing;

(j) Seller and the City of Montgomery shall have entered into a restrictive covenant agreement restricting the former Steve and Barry's building from use in traditional retail sale uses such that it will not compete with Seller's commercial retail sales property.

(k) Seller and the City of Montgomery and Montgomery County have agreed to an Inter-Governmental Agreement in form and content acceptable to them in order to provide financing for the Property.

(l) Seller's determination that the improvements planned by Purchaser will not trigger any requirement for any alterations or improvements on Seller's remaining property.

6. Closing; Closing Costs. Purchaser and Seller shall consummate the purchase and sale of the Property (the "Closing") on or before thirty (30) days after the Effective Date (the "Closing Date"). At the Closing, Purchaser shall pay the Purchase Price to Seller as set forth in Paragraph 2 hereof, recording costs, Purchaser's attorneys' fees, survey costs, all title examination fees and title insurance premiums and expenses for Purchaser's title insurance policy and all other costs and expenses incurred by Purchaser in closing and consummating the purchase and sale of the Property pursuant hereto. Seller shall pay the attorneys' fees of Seller, the transfer tax (if any) imposed by the State of Alabama and all other costs and expenses incurred by Seller in closing and consummating the purchase and sale of the Property pursuant hereto.

7. Seller's Closing Documents. Seller shall obtain or execute, at Seller's expense, and deliver to Purchaser at Closing the following documents (in recordable form except for the Seller's affidavits and the settlement statement as provided below), all of which shall be duly executed and acknowledged where required:

Statutory Warranty Deed. Statutory Warranty Deed from Seller in the form of Exhibit C conveying to Purchaser Seller's interest in the Property (the "Deed"), subject only to the Permitted Exceptions (as said term is hereinafter defined).

Seller's Affidavit. Affidavit of Seller averring that with respect to the Property i) there are no rights or claims of parties in possession of the subject property claiming by, through or under Seller, ii) that no improvements or repairs have been made on the subject property at the request of Seller during the six-month period immediately prior to the Closing Date for which payment has not been made, and iii) that Seller has not engaged or contracted with any broker that has a right or claim to any commissions in connection with the sale of its respective property by Seller to Purchaser.

FIRPTA Certificate. Such reasonable affidavits or certificates as shall be required to establish that the transaction contemplated in this Agreement is not subject to the provisions of the Foreign Investment Real Property Tax Act of 1980, as amended, and any and all regulations promulgated pursuant thereto, and the withholding requirements of Section 1445(a) of the Internal Revenue Code, as amended.

Affidavit of Seller's Residence. Such reasonable information as is required to allow Purchaser to comply with the obligations of Code of Alabama, 1975, Section 40-18-86.

Reciprocal Easement Agreement. The agreed-upon reciprocal easement agreement, amendments to the Existing REA, re-plat and other agreements referenced in Paragraph 5 above.

Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

Authority. Documents satisfactory to Purchaser and its title company evidencing Purchaser's authority to consummate the transaction contemplated by this Agreement.

Service Contracts. All Service Contracts affecting the Property shall be terminated by Seller at Closing; and Seller shall pay all fees, costs and expenses owed by it under said Service Contracts or as the result of the termination thereof; and

Warranties. At Purchaser's option, all Warranties shall be either terminated or assigned to Purchaser at Closing at Seller's sole cost and expense.

8. Purchaser's Closing Documents. Purchaser shall obtain or execute, at Purchaser's expense, and deliver to Seller at Closing the following documents, all of which shall be duly executed and acknowledged where required:

Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;

Authority. Documents satisfactory to Seller evidencing Purchaser's authority to consummate the transaction contemplated by this Agreement.

Reciprocal Easement Agreement. The agreed-upon reciprocal easement agreement referenced in Paragraph 5(a) above.

Donation Portion Documentation. All documents reasonably requested by Seller to confirm the existence and amount of the Donation Portion, but without any warranties or representations of any kind by Purchaser.

9. Property Taxes. Seller shall pay at or prior to Closing all ad valorem taxes owed by it with respect to all of the Property described on Exhibit A and any additional property that is included in the assessment of said Property for the 2014 tax year (which ended on September 30, 2014). Ad valorem taxes for the 2015 tax year (which commenced on October 1, 2014) shall be prorated between the parties at Closing based upon a formula to be agreed to by the Parties prior

to the Closing. Thereafter, each Party shall be solely responsible for all ad valorem taxes assessed against the tracts or parcels of land owned by it for the 2016 and subsequent tax years. The terms and provisions of this paragraph shall expressly survive the Closing and shall not merge upon execution and delivery of the Statutory Warranty Deed.

10. Purchaser's Default. In the event Purchaser fails or refuses to perform any one or more of Purchaser's covenants, duties, agreements, or obligations under this Agreement or is otherwise in default under this Agreement, such event, action or inaction shall entitle Seller, as Seller's sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money from the Escrow Agent as full liquidated damages. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money and not as a penalty. Notwithstanding anything in this Paragraph 10 to the contrary, nothing contained in this Agreement shall limit or otherwise affect any of Seller's rights or remedies against Purchaser arising from any breach or default by Purchaser after the Closing of any obligations in this Agreement which are expressly provided to survive Closing.

11. Seller's Default. In the event of default by Seller under the terms of this Agreement, or in the event of a failure to satisfy any of the contingencies as provided in Section 5 above or a breach of any of Seller's Representations or Warranties under Section 17 hereof, Purchaser may, as its sole and absolute remedy, either (a) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, whereupon the parties shall be relieved of all liability and obligations hereunder except those specifically surviving the termination of this Agreement, or (b) avail itself of the remedy of equitable remedy of specific performance; provided, however, that if Purchaser does not file such action for specific performance within sixty (60) days of the outside date for the Closing of this sale, Purchaser waives its right to pursue specific performance as a remedy and is deemed to have elected (a) above.

Broker's Commission. Purchaser and Seller each hereby represent and warrant each to the other that no party is entitled as a result of the action of Purchaser or Seller, as the case may be, to a real estate commission or the other fee in connection with this Agreement or the transaction contemplated hereby. Seller shall and does hereby indemnify and hold harmless Purchaser from and against any claim (including, without limitation, attorneys' fees and costs), whether or not meritorious, for any real estate sales commission, finder's fees, or like compensation in connection with the sale contemplated hereby and arising out of any act or agreement of Seller. Likewise, Purchaser shall and does hereby indemnify and hold harmless Seller from and against any claim (including, without limitation, attorneys' fees and costs), whether or not meritorious, for any real estate sales commission, finder's fees, or like compensation in connection with the sale contemplated hereby and arising out of any act or agreement of Purchaser.

12. Assignment. This Agreement and Purchaser's rights, duties, and obligations hereunder may not be assigned by Purchaser without the prior written consent of Seller.

13. Notices. Wherever any notice of other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand, or sent U.S. registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To Seller: Blue Ridge Capital, LLC
3715 Northside Parkway
Suite 2-450
Atlanta, Georgia 30327
Attn: Mr. Fritz R. McPhail

with copy to: Martin Bagwell Luke, P.C.
400 Northridge Road, Suite 1225
Atlanta, Georgia 30350
Attn: J. Marshall Martin III

To Purchaser: Board of Education of Montgomery County
307 South Decatur Street
Montgomery, AL 36104
Attention: Superintendent

with copies to: Board of Education of Montgomery County
307 South Decatur Street
Montgomery, AL 36104
Attention: Assistant Superintendent for Operations

AND

Hill, Hill, Carter, Franco, Cole and Black, PC
Attention: Spud Seale
425 S. Perry Street
Montgomery, AL 36104

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In addition to and not in limitation of the other methods for delivering notices as provided above, Purchaser agrees that it will accept and be bound by notices from Purchaser or its attorneys or other qualified representative, including but not limited to notices to terminate this Agreement, delivered to Fritz R. McPhail at his email address: fritz@blueridgecapital.com, with a copy to J. Marshall Martin III, at his email address: mmartin@mbllawfirm.com. Said emails shall be deemed effective if given or received on the date of delivery. Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, which, in the case of delivery by registered or certified mail, shall be as evidenced by the return receipt.

14. Time Periods. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on Saturday, Sunday, or holiday, then

such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon Seller or Purchaser unless such amendment is in writing and executed by both Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Time is of the essence in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Except as specifically set forth herein to the contrary, the provisions of this Agreement shall not survive Closing. This Agreement shall be construed and interpreted under the laws of the State of Alabama. Except as otherwise provided herein, all rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender shall include all genders, and all references herein to the singular shall include the plural and vice versa.

17. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that the following matters are true in all material respects as of the date hereof and shall, subject to the provisions of this Paragraph 17, be true in all material respects as of the Closing Date:

(a) Authority. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the Property are bound; or (ii) violate

any restriction, court order, agreement, or other legal obligation to which Seller is subject.

(b) Pending Actions. There is no pending or, to Seller's knowledge, threatened action, suit, litigation arbitration, government investigation or proceeding by or against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement or the ownership or operation of the Property or any part or parts thereof.

(c) Violations. Seller has not received written notice of any uncured violation of any federal, state or local law relating to the use or operation of the Property which would materially adversely affect the Property or use thereof.

(d) Hazardous Substances. To Seller's actual knowledge as of the date hereof, except as disclosed in any Environmental Reports provided by Seller to Purchaser, no Hazardous Substances (as hereinafter defined) exist or have been released or discharged on, in or from the Property or any adjoining property owned by Seller. For purposes of this Agreement, the term "Hazardous Substances" shall mean and include any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations now or hereafter promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act of 1976, as now or hereafter amended (42 U.S.C. Section 6901, et seq.) ("RCRA") or any regulations now or hereafter promulgated under RCRA; (iii) any substance now or hereafter regulated by the Toxic Substances Control Act, as now or hereinafter amended (15 U.S.C. Section 2601, et seq.) ("TSCA"), or any regulations now or hereafter promulgated under TSCA; (iv) polychlorinated biphenyls.

18. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that the following is true as of the date hereof and shall be true as of the Closing Date:

Authority. The execution and delivery of this Agreement by Purchaser, and the performance of this Agreement by Purchaser, have been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Purchaser is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Purchaser is a party or by which Purchaser or the Property are

bound; or (ii) violate any restriction, court order, agreement, or other legal obligation to which Purchaser is subject.

19. PROPERTY CONVEYED "AS IS". IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR OF SELLER'S BROKERS, AGENTS OR EMPLOYEES. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

20. Title and Survey.

(a) Purchaser shall have the right at its expense to obtain and review (i) a current preliminary title commitment (the "Title Commitment") on the Real Property issued by First American Title Insurance Company (the "Title Company"), accompanied by copies of all documents listed as title exceptions in the Title Commitment, which shall be obtained by Purchaser promptly after the Effective Date; (ii) an ALTA/ACSM Land Title Survey (the "Survey") of the Real Property prepared at the sole cost and expense of Purchaser by Larry E. Speaks & Associates or another registered surveyor selected by Purchaser (the "Surveyor"). Purchaser shall notify Seller in writing (the "Title Notice") on or before 15 days after Purchaser's receipt of said Title Commitment (the "Title Notice Deadline")

which exceptions to title (including survey matters), if any, will not be accepted by Purchaser; provided, however, that any mortgages or other consensual liens that encumber the Property shall not be deemed objections to title hereunder provided that same shall be satisfied and released at Closing. If Purchaser fails to notify Seller in writing of its disapproval of any exceptions to title by the Title Notice Deadline, Purchaser shall be deemed to have approved the condition of title to the Real Property. If Purchaser notifies Seller in writing that Purchaser objects to any exceptions to title, Seller shall have ten (10) days after receipt of the Title Notice to notify Purchaser (a) that Seller will attempt to remove such objectionable exceptions from title on or before the Closing; provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond thirty (30) days; or (b) that Seller elects not to cause such exceptions to be removed. The procurement by Seller (subject to Purchaser's reasonable right of approval) of a commitment for the issuance of the Title Policy (as said term is hereinafter defined) or an endorsement thereto insuring Purchaser against any title exception which was disapproved pursuant to this Section shall be deemed a cure by Seller of such disapproval. If Seller gives Purchaser notice under clause (a) above that Seller will attempt to remove such objectionable exceptions within said 30-day period but Seller fails to remove the objections within said 30-day period, or if Seller gives Purchaser notice under clause (b) above that Seller elects not to cause such exceptions to be removed, then and in either such event Purchaser shall have five (5) business days during which Purchaser shall have the right at its sole option and as its sole remedy to either notify Seller that Purchaser will nevertheless proceed with the purchase and take title to the Property subject to such exceptions, or notify Seller that Purchaser will terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder, the Earnest Money shall immediately be returned to Purchaser and each party shall bear its own costs incurred hereunder. If Purchaser shall fail to notify Seller of its election within said five-day period, Purchaser shall be deemed to have elected to proceed with the purchase and take title to the Property subject to such exceptions.

(b) Pre-Closing "Gap" Title Defects. Purchaser may, at or prior to Closing, notify Seller in writing (the "Gap Notice") of any objections to title (a) raised by the Title Company between the expiration of the Inspection Period and the Closing and (b) not disclosed by the Title Company or otherwise known to Purchaser prior to the expiration of the Inspection Period; provided that Purchaser must notify Seller of such objection to title on or before the earlier of (i) the Closing of this sale or (ii) within five (5) business days of being made aware of the existence of such exception. If Purchaser sends a Gap Notice to Seller, Purchaser and Seller shall have the same rights and obligations with respect to such notice as apply to a Title Notice under Section 20(a) hereof.

(c) Permitted Exceptions. The Property shall be conveyed subject only to the following matters, which are hereinafter referred to as the "Permitted Exceptions":

(i) those matters that either are not objected to in writing within the time periods provided in Sections 20(a) or (b) hereof, or if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property;

(ii) the lien of ad valorem taxes assessed against and attributable to the Property (but not against any other property of Seller) that are not yet due and payable as of the date of Closing, subject to adjustment as herein provided; and

(iii) items shown on the Survey and not objected to by Purchaser or waived or deemed waived by Purchaser in accordance with Section 20 hereof.

(d) Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser fee simple title to the Property by execution and delivery of the Deed (as defined above). Evidence of delivery of such title shall be either (a) the issuance by the Title Company of an ALTA Owner's Policy of Title Insurance (the "Title Policy") covering the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions, or (b) a markup of the Title Commitment by the Title Company to extend the effective date thereof to the date and time of the Closing of this sale and to satisfy the requirements set forth in Schedule B-1 thereof in order to obligate the Title Company to issue said Title Policy covering the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

21. Duties of Escrow Agent. The Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Paragraph 21.

The duties of the Escrow Agent shall be as follows:

During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

The Escrow Agent shall pay the Earnest Money in accordance with the joint written instructions of Seller and Purchaser upon any of the following events: (i) if this Agreement shall be terminated by the mutual written agreement of Seller and Purchaser; (ii) if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid; or (iii) if a dispute shall develop between Seller and Purchaser concerning to whom the Earnest Money should be paid. In the event that such joint written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon

Seller and Purchaser, then the Escrow Agent shall have the right to pay the Earnest Money into any court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

If costs or expenses are incurred by the Escrow Agent in its capacity as escrow agent because of litigation or a dispute between the Seller and Purchaser arising out of the holding of the Earnest Money in escrow, Seller and Purchaser shall each pay the Escrow Agent one-half of such reasonable costs and expenses.

By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and the Purchaser hereunder.

Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

All investments by Escrow Agent will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided), the Earnest Money must be received by noon; otherwise, such funds will be deposited on the next business day. All investments shall be subject to the rules, regulations, policies and procedures of Escrow Agent's investment financial institution (the "Depository").

The Earnest Money shall be deposited in the Escrow Agent's escrow account, which may commingle funds received by it with escrow funds of others in said escrow account. The Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited. The Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.

The Escrow Agent shall not be liable for loss or damage resulting from:

- (a) any good faith act or forbearance of the Escrow Agent;
- (b) any default, error, action or omission of any party, other than the Escrow Agent;

(c) any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;

(d) the expiration of any time limit or other delay which is not solely caused by the failure of the Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;

(e) the lack of authenticity of any writing delivered to the Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;

(f) the Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;

(g) the Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceedings; or

(h) any loss or damage which arises after the Earnest Money has been disbursed in accordance with the terms of this Agreement.

The Escrow Agent shall be fully indemnified by the parties hereto for all of its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which the Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Earnest Money, or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees may be deducted from the Earnest Money.

If the Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of the Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney's fees incurred by the Escrow Agent in responding to such action, hearing or process shall be the responsibility of the party/parties whose alleged acts are a basis for such proceedings and such party/parties shall indemnify, save and hold the Escrow Agent harmless from said expenses, costs and fees so incurred.

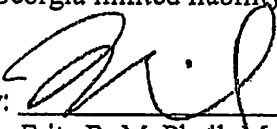
22. 1031 Exchange. Seller may qualify this transaction as a tax deferred exchange under Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate in the exchange, at no liability, cost or expense to Purchaser.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be affixed hereunto as of the day, month and year first above written.

SELLER:

BRC MONTGOMERY MALL, LLC,
a Georgia limited liability company

By: 

Fritz R. McPhail, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

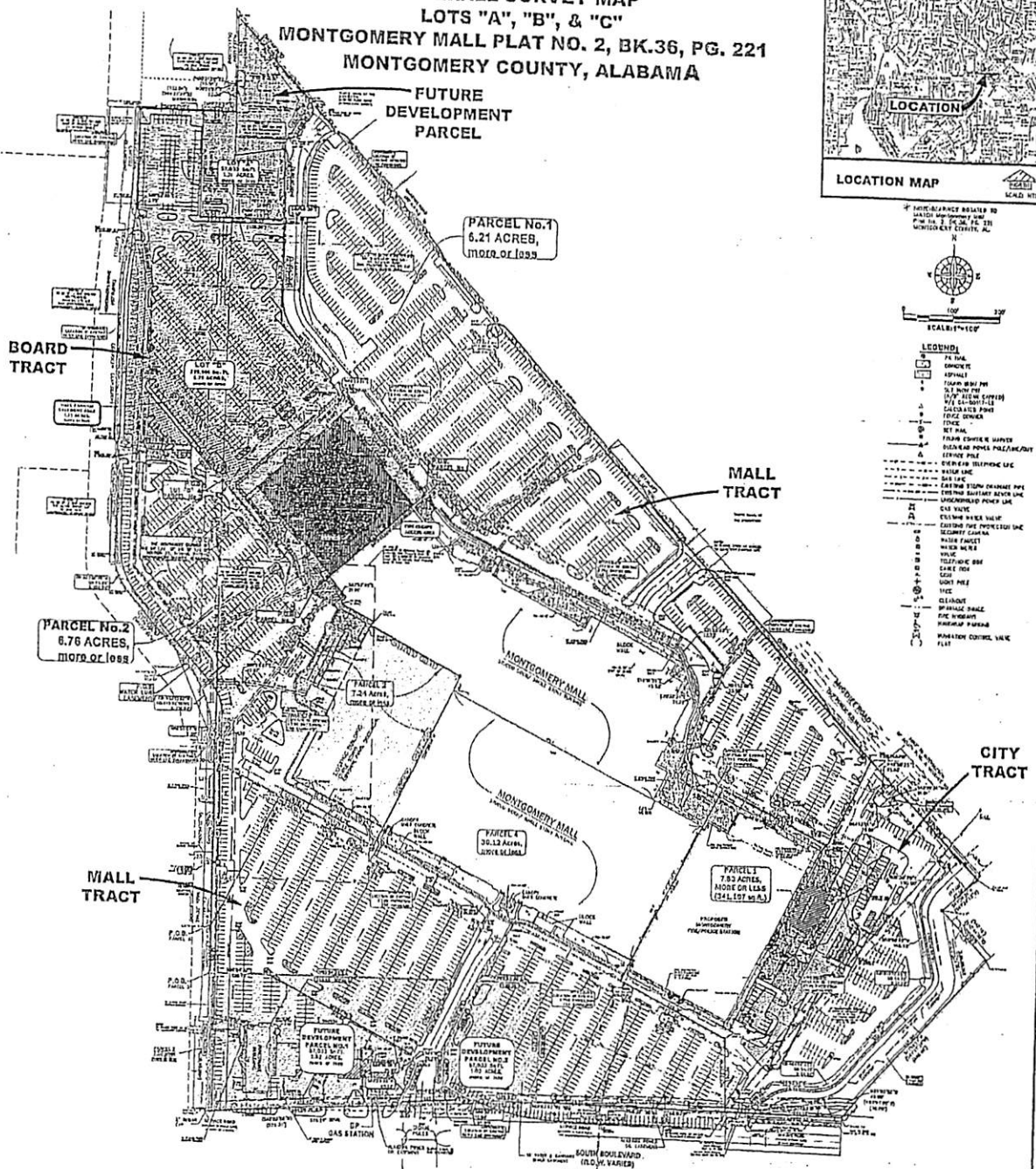
PURCHASER:

**BOARD OF EDUCATION OF
MONTGOMERY COUNTY**, a public
instrumentality organized under the laws of the
State of Alabama

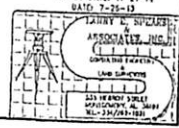
By: Margaret J. Allen
Name: Margaret J. Allen
Title: Superintendent
11-24-14

SCHEDULE OF EXHIBITS

- A Description of Property
- B Description of Seller's Outparcel (Outlined and identified as Proposed Parcel # 1 and Proposed Parcel # 2 on Exhibit B)
- C Form of Statutory Warranty Deed
- D Permitted Title Exceptions



NOTE: THIS DRAWING IS A COMBINATION
OF SURVEYS FROM 2007, 2009 AND
2012. ALL PROPERTY CORNERS ARE IN
PLACE AT DATE OF THIS DRAWING.
BUILDING CONDITIONS WERE NOT VERIFIED.



DESCRIPTION OF SELLER'S OUTPARCEL

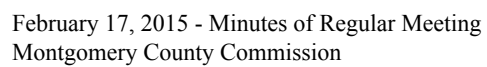


EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

STATUTORY WARRANTY DEED

STATE OF ALABAMA
MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENT, that

BRC MONTGOMERY MALL, LLC, a Georgia limited liability company (the "Grantor"), for and in consideration of the sum of One Hundred and No/100 Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid by the Grantee herein, the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the BOARD OF EDUCATION OF MONTGOMERY COUNTY, a public instrumentality organized under the laws of the State of Alabama (the "Grantee"), its successors and assigns, the following described real estate situated in the City of Montgomery, County of Montgomery, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS
THOUGH SET FORTH IN FULL HEREIN (hereinafter referred to as the "Property").

TOGETHER WITH the benefiting aspects of that certain Reciprocal Easement Agreement and Declaration of Covenants and Restrictions recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 4385 at Page 438.

TOGETHER WITH (i) all rights, easements, hereditaments and appurtenances thereunto appertaining, (ii) all buildings, structures, fixtures and other improvements affixed to or located on said Property, and (iii) all of Grantor's rights, title, interests and claims in and to all rights of way for any and all streets, roads and boulevards adjoining said Property.

SUBJECT TO, AND TOGETHER WITH THE NON-EXCLUSIVE USE AND BENEFIT OF THE BENEFITING ASPECTS OF, all covenants, restrictions and easements contained in the Permitted Exceptions set forth on Exhibit "B" attached hereto and made a part hereof as though set forth in full herein.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns,
FOREVER.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed in its name and behalf as of this the _____ day of _____, 20__.

BRC MONTGOMERY MALL, LLC,
A Georgia limited liability company

By: _____
Name: Fritz R. McPhail
Title: Manager

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Fritz R. McPhail, whose name as the manager of BRC Montgomery Mall, LLC, a Georgia limited liability company, is signed to the foregoing deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the deed, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

[NOTARY SEAL]

Notary Public
My commission expires: _____

This instrument prepared by:
W. Inge Hill, Jr.
Hill, Hill, Carter, Franco, Cole & Black, P.C.
PO Box 116
Montgomery, AL 36101-0116

NOTE: THE PREPARER OF THIS DEED HAS SERVED AS SCRIVENER ONLY AND HAS NOT EXAMINED THE TITLE TO SAID PROPERTY OR EXPRESSED ANY OPINION WITH RESPECT THERETO OR WITH RESPECT TO THE LEGAL DESCRIPTION THEREOF.

EXHIBIT D

PERMITTED TITLE EXCEPTIONS

1. All real property ad valorem taxes assessed against the Property conveyed in this deed for the year 2015 and subsequent years.

PERMITTED EXCEPTIONS TO BE ATTACHED

ACKNOWLEDGEMENT OF ESCROW AGENT

The undersigned hereby acknowledges receipt of \$100,000.00 of Earnest Money. The undersigned agrees to hold and disburse any and all Earnest Money received in accordance with the terms of the within and foregoing Agreement For Purchase and Sale of Real Property by and between BRC Montgomery Mall, LLC and the Board of Education of Montgomery County.

FIRST AMERICAN TITLE INSURANCE
COMPANY

Date of Execution:

_____, 2013

By: _____

Print Name: _____

Title: _____

EXHIBIT "B"
[LETTER AGREEMENT]

BRC Montgomery Mall, LLC

BRC Montgomery Mall, LLC
3715 Northside Parkway
Suite 2-450
Atlanta, GA 30327
(P) 404-364-9094
(F) 404-364-9095

VIA EMAIL: tstrange2@noi.com

November 21, 2014

Honorable Mayor Todd Strange
City of Montgomery, Alabama

Re: Montgomery Mall

Dear Mayor Strange:

BRC Montgomery Mall, LLC ("BRC") has been working jointly with the Montgomery Board of Education ("BOE") and the City of Montgomery ("City") and Montgomery County ("County") on a purchase contract pursuant to which the BOE would acquire the former JC Penney building and adjoining land at Montgomery Mall for school purposes. The purchase price in the contract represents a highly discounted price and BRC has requested that the BOE, City, and County work with BRC in connection with certain consequential effects the purchase will have on the remaining Mall property as well as certain other items. In this regard, several items fall within the authority of the City and County rather than the BOE and before BRC presents the contract to the BOE we wanted to be sure that BRC, City and County are in agreement. The matters which we wish to confirm, subject to City Council and County Commission approval, are as follows:

1. Tax abatement - The City and County will agree to abate the increase in non-educational taxes on the remaining Mall property (including outparcels) for a period of 5 years commencing in 2015 and continuing through 2019. Thereafter for an additional 5 years non-educational taxes would be abated by 50%. The abatements will apply to current and future owners and include new development, as permissible by law.
2. Parking Variance - The property required by the BOE to realize their vision for the new LAMP school requires a significant portion of the parking area for the Mall and may leave the remainder of the Mall legally under parked. To the extent this is the case, we seek a variance from the City allowing use of the existing space as a legal non-conforming use. We need this before we can close with BOE or we otherwise need assurance that this is not a problem.
3. Restriction on City tract - We have discussed restricting the former Steve and Barry's building owned by the City against retail uses which could compete against retail uses in the Mall. Please confirm that this restriction can be effected prior to closing or that we can otherwise receive assurance that the restriction will occur after closing.
4. Subdivision - The contract contemplates the subdivision of the JC Penney building and adjoining land from the remainder of the mall and may need replatting approval. Likewise the contract contemplates redesigned outparcels where the existing outbuildings are located (see attached drawing). We believe that the City's approval of the replatting is required and we seek confirmation that this is acceptable to the City without new or other cost to BRC.

We appreciate your continuing efforts toward redevelopment of the area as we continue our multi-year effort to re-purpose and invigorate this property. If the foregoing is not an issue and can be accomplished simultaneously with a closing this year, please sign in the space provided below. If there is an issue or if there are administrative requirements to achieve the foregoing beyond the City Council, Mayor and County Commission authority, please let us know so that we fully understand the impact of contracting with BOE on the new school initiative. Please contact me at 404-550-5808 or Steve Patrick at 404-358-2888 to discuss.

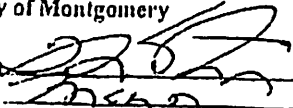
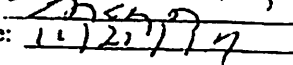
Very truly yours,



Fritz McPhail
BRC Montgomery Mall, LLC

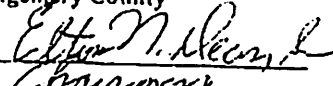
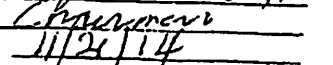
Approved:

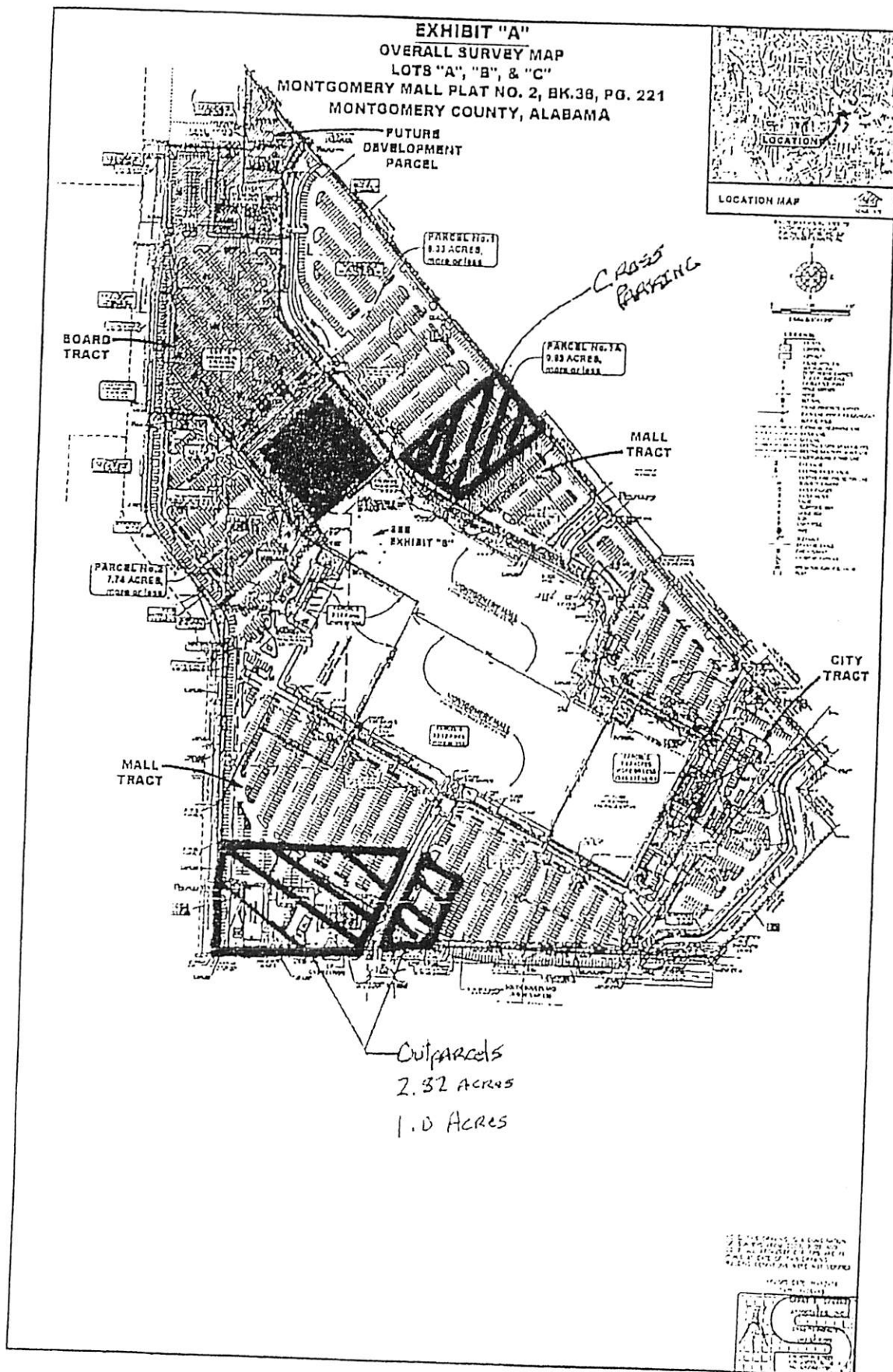
City of Montgomery

By: 
Its: 
Date: 11/21/14

Approved:

Montgomery County

By: 
Its: 
Date: 11/21/14



1-33

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 17, 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 17th day of February, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

BE IT RESOLEVED AND ORDERED by the Montgomery County Commission (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. In order to utilize the District to finance the Public Education Project, it is necessary for the Certificate of Incorporation of the District to be amended as set forth in the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A"; and
- d. The Commission has determined that it is in the public interest to authorize the First Amendment to the Certificate of Incorporation of the District as proposed in Exhibit "A."

Section 2. The Chairman of the Board of Directors of the District is authorized to execute and deliver the First Amendment to the Certificate of Incorporation of the District and such other documents as necessary carry out the resolutions set forth herein.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this 17th day of February, 2015.

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

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

00796806

EXHIBIT "A"

**[FIRST AMENDMENT TO THE CERTIFICATE OF INCORPORATION
OF THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT]**

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

**FIRST AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

Pursuant to the provisions of Section 11-99B-5 of the Code of Alabama, 1975, as amended, the undersigned District adopts the following First Amendment to its Certificate of Incorporation to include 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”):

I

The name of the corporation is THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT, an Alabama cooperative district incorporated under Section 11-99B-3, Code of Alabama, 1975, as amended (the “District”).

II

The Certificate of Incorporation of the District was recorded of record with the Judge of Probate for Montgomery County, Alabama, in Corporate Book 264 at Page 929, on June 21, 2006.

III

The Certificate of Incorporation is hereby amended by deleting Section 5 in its entirety and substituting the following in lieu thereof:

“(5) The projects of the Corporation shall consist of the acquisition, construction, equipping, and renovation of public school buildings and related facilities for use by the Montgomery County Board of Education (the “Board of Education”). The projects are to be located in the County and may be within or without any incorporated city or town in the County. The Corporation shall act as a conduit issuer and the management of specific projects of the Corporation shall be agreed upon in writing by the City, County, and Board of Education.”

IV

The Certificate of Incorporation is hereby amended by deleting Section 6 in its entirety and substituting the following in lieu thereof:

“(6) The primary purpose of the Corporation, at this phase, is to facilitate securing funding to finance 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”), to employ such counsel and investment banking firms, and to take any other actions as necessary to secure said funding.”

V

The Certificate of Incorporation is hereby amended by deleting Section 9 in its entirety and substituting the following in lieu thereof:

“(9) The Board of Directors of the Corporation shall consist of five (5) directors which shall be jointly elected by the City Council of the City of Montgomery and the Montgomery County Commission.”

VI

The Certificate of Incorporation is hereby amended by deleting Section 10 in its entirety and substituting the following in lieu thereof:

“(10) The Board of Directors shall elect officers to include a chair, vice-chair, and secretary/treasurer.”

VII

This First Amendment to the Certificate of Incorporation reflected herein was adopted and approved by the Board of Directors of the District by resolution dated February __, 2015.

VIII

All other provisions of the Certificate of Incorporation of the District shall remain in effect and are ratified and reaffirmed hereby.

DATED: _____, 2015.

**THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT**

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

THIS INSTRUMENT PREPARED BY:

Clinton D. Graves, Esquire
Gilpin Givhan, PC
2660 EastChase Lane, Suite 300
Montgomery, Alabama 36117
(334) 244-1111 Fax (334) 244-1969

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation as Chairman of The Montgomery County Public Education Cooperative District, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ____ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation as Secretary of The Montgomery County Public Education Cooperative District, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ____ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

[APPLICATION FOR AMENDMENT]

THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT
307 SOUTH DECATUR STREET
MONTGOMERY, ALABAMA 36104

DANIEL HARRIS, JR., CHAIRMAN
E-MAIL: DANHARRIS@MC-ALA.ORG

February 12, 2015

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

Re: Application to Amend Certificate of Incorporation of
The Montgomery County Public Education Cooperative District

Dear Donnie:

The Board of Directors (the "Board") of The Montgomery County Public Education Cooperative District (the "District") hereby makes application to the Montgomery County Commission (the "Commission") that the Certificate of Incorporation of the District be amended as set forth in the First Amendment to the Certificate of Incorporation of the District, a copy of which is provided as an attachment to the enclosed certified copy of resolution of the Board of Directors of the District. The Board hereby requests that the Commission adopt a resolution approving the proposed amendment as provided herein.

If you have any questions, please do not hesitate to contact me.

Sincerely,

THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT

Daniel Harris, Jr.
Chairman of the Board of Directors

DH/dh

[CERTIFIED COPY OF RESOLUTION OF THE DISTRICT]

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

**CERTIFIED COPY
OF
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT
(Public Education Project)**

The undersigned officer of **The Montgomery County Public Education Cooperative District**, an Alabama capital improvement cooperative district, hereby certifies that the Board of Directors of the aforesaid cooperative district unanimously approved the following resolution on February 16, 2015, and that the resolution was unanimously approved, has not been amended or revoked and is in full force and effect:

WHEREAS, the Board of Directors (the "Board") of The Montgomery County Public Education Cooperative District (the "District") anticipates issuing its debt in the form of bonds in one or more series to provide financing for certain public education capital improvements located, or to be located, at the Montgomery Mall and Park Crossing High School, all of which are to be used as school facilities by the Montgomery County Public School System (collectively, the "Public Education Project");

WHEREAS, in order for the District to finance the Public Education Project, it is necessary for the Certificate of Incorporation of the District to be amended as set forth in the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A"; and

WHEREAS, the Board has determined that it is in the best interest to the District to authorize the First Amendment to the Certificate of Incorporation of the District as proposed in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT as follows:

1. The Board of Directors of the District does hereby approve, authorize, ratify, and confirm the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A".

2. The Chairman of the Board of Directors of the District is authorized to execute and deliver the First Amendment to the Certificate of Incorporation of the District and such other documents as necessary to carry out the resolutions set forth herein.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of this Corporation, this 16th day of February, 2015.

**THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT**

By: _____
Charles W. Jinright
Its Secretary

(S E A L)

EXHIBIT "A"

**[FIRST AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF THE DISTRICT]**

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

**FIRST AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

Pursuant to the provisions of Section 11-99B-5 of the Code of Alabama, 1975, as amended, the undersigned District adopts the following First Amendment to its Certificate of Incorporation to include 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”):

I

The name of the corporation is THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT, an Alabama cooperative district incorporated under Section 11-99B-3, Code of Alabama, 1975, as amended (the “District”).

II

The Certificate of Incorporation of the District was recorded of record with the Judge of Probate for Montgomery County, Alabama, in Corporate Book 264 at Page 929, on June 21, 2006.

III

The Certificate of Incorporation is hereby amended by deleting Section 5 in its entirety and substituting the following in lieu thereof:

“(5) The projects of the Corporation shall consist of the acquisition, construction, equipping, and renovation of public school buildings and related facilities for use by the Montgomery County Board of Education (the “Board of Education”). The projects are to be located in the County and may be within or without any incorporated city or town in the County. The Corporation shall act as a conduit issuer and the management of specific projects of the Corporation shall be agreed upon in writing by the City, County, and Board of Education.”

IV

The Certificate of Incorporation is hereby amended by deleting Section 6 in its entirety and substituting the following in lieu thereof:

“(6) The primary purpose of the Corporation, at this phase, is to facilitate securing funding to finance 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”), to employ such counsel and investment banking firms, and to take any other actions as necessary to secure said funding.”

V

The Certificate of Incorporation is hereby amended by deleting Section 9 in its entirety and substituting the following in lieu thereof:

“(9) The Board of Directors of the Corporation shall consist of five (5) directors which shall be jointly elected by the City Council of the City of Montgomery and the Montgomery County Commission.”

VI

The Certificate of Incorporation is hereby amended by deleting Section 10 in its entirety and substituting the following in lieu thereof:

“(10) The Board of Directors shall elect officers to include a chair, vice-chair, and secretary/treasurer.”

VII

This First Amendment to the Certificate of Incorporation reflected herein was adopted and approved by the Board of Directors of the District by resolution dated February __, 2015.

VIII

All other provisions of the Certificate of Incorporation of the District shall remain in effect and are ratified and reaffirmed hereby.

DATED: _____, 2015.

**THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT**

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

THIS INSTRUMENT PREPARED BY:

Clinton D. Graves, Esquire
Gilpin Givhan, PC
2660 EastChase Lane, Suite 300
Montgomery, Alabama 36117
(334) 244-1111 Fax (334) 244-1969

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation as Chairman of The Montgomery County Public Education Cooperative District, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ____ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation as Secretary of The Montgomery County Public Education Cooperative District, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ____ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

[ORIGINAL CERTIFICATE OF INCORPORATION OF THE DISTRICT]

STATE OF ALABAMA)
)
 MONTGOMERY COUNTY)

**CERTIFICATE OF INCORPORATION OF
 THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT**

**TO: THE HONORABLE JUDGE OF PROBATE OF MONTGOMERY COUNTY,
 ALABAMA**

The undersigned Jeanne Charbonneau, Michael F. Thurman, and Craig Washing, each of whom is over the age of nineteen (19) years, desiring to organize a body corporate under the provisions of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, and being all of the incorporators of the corporation hereby organized (the "Corporation"), do make, sign and file this certificate of incorporation (the "Certificate of Incorporation") as follows:

- (1) The names and residence addresses of the incorporators are as follows:

Jeanne Charbonneau
 7325 Wynlakes Blvd
 Montgomery, AL 36117

Michael F. Thurman
 9255 Springwood Court
 Montgomery, AL 36111

Craig Washing
 8355 Heathrow Downs
 Montgomery, AL 36117

Each of the aforesaid incorporators is a duly qualified elector of Montgomery County, Alabama (the "County"). The City of Montgomery, Alabama (the "City") is located within the County.

- (2) The name of the Corporation is and shall be: "The Montgomery County Public Education Cooperative District". Attached hereto as Exhibit D is a certificate of the Secretary of State certifying that the name of the Corporation satisfies the requirements of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended.

- (3) Permission to organize the Corporation has been granted by authorizing resolutions duly adopted by the governing bodies of the City and the County on May 4, 2006. The City and the County are the only authorizing subdivisions of the Corporation. A copy of the

427335.3

application filed with the City Council of the City and with the County Commission of the County for authorization to form the Corporation is attached hereto as Exhibit A. Certified copies of the authorizing resolutions of the City and County are attached hereto as Exhibit B and Exhibit C, respectively.

(4) The principal office of the Corporation shall be located at 307 South Decatur Street, Montgomery, Alabama 36104.

(5) The projects of the Corporation shall consist of the acquisition, construction, equipping and renovation of public school buildings and related facilities for use by the Montgomery County Board of Education (the "Board of Education"). The projects are to be located in the County and may be within or without any incorporated city or town in the County. The initial projects to be financed, acquired, constructed, equipped and renovated by the Corporation (the "Initial Projects") include those elementary school, middle school and high school projects described as "Priority 1" projects in that certain "Facility Study Final Report" dated January, 2006 to the Board of Education prepared and submitted by DeJong, Inc., a copy of which is attached hereto and made a part hereof. (hereinafter referred to as the "DeJong Facility Report") The Initial Projects also include renovation and replacement projects with respect to existing schools at a cost not to exceed \$2.5 million per year in the fiscal years ending September 30, 2007, September 30, 2008 and September 30, 2009, all as contemplated by the said report. The Corporation shall grant to the Board of Education complete authority to acquire, construct, equip and renovate said public school buildings and to implement the "Initial Projects" as described in this paragraph, including full sole management of the construction process. No change or deviation from the Initial Projects shall occur unless, upon the recommendation of the Superintendent, the Montgomery County Board of Education approves such recommendation and thereafter obtains the approval of a two third (2/3) majority vote of the Board of Directors of the Corporation.

(6) The primary purpose of the Corporation, at this phase, is to: (a) facilitate securing funding so the Montgomery County Board of Education will have financial resources to specifically implement the "Priority 1" projects in the "DeJong Facility Report"; and (b) to employ general counsel, bond counsel and investment banking firm(s) as necessary to secure said funding.

(7) The Corporation shall have the following powers, together with all powers incidental thereto or necessary to the discharge thereof in corporate form:

(a) To have succession by its corporate name for the duration of time, which may be in perpetuity, subject to the provisions of Section 11-99B-15 of the Code of Alabama (1975), as amended;

(b) To sue and to be sued in its own name in civil actions, and to defend civil actions against it; provided, that the Corporation shall be deemed to be a "governmental entity" as defined in Chapter 93 of Title 11 of the Code of Alabama (1975), as amended, for the purposes of limiting the damages for which the Corporation and its members may be liable;

(c) To adopt and make use of a corporate seal and to alter the same at pleasure;

(d) To adopt and alter bylaws for the regulation and conduct of its affairs and business;

(e) To acquire, receive, and take, by purchase, gift, lease, devise, or otherwise, and to hold property of every description, whether located in one or more counties or municipalities;

(f) To make, enter into, and execute such licenses, contracts, agreements, leases, and other instruments and to take such other actions as may be necessary or convenient to accomplish any purpose for which the Corporation was organized or to exercise any power expressly granted herein;

(g) To sell and issue bonds of the Corporation in order to provide funds for any corporate function, use, or purpose, any such bonds to be payable solely out of the revenues derived from any project or projects of the Corporation, or pursuant to any guarantees by any of its members;

(h) To pledge for payment of any bonds issued or obligations assumed by the Corporation any

revenues from which those bonds or obligations are made payable as provided in Chapter 99B of Title 11 of the Code of Alabama (1975), as amended;

(i) To execute and deliver trust indentures in accordance with the provisions of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended;

(j) To invest any funds of the Corporation that the board may determine are not presently needed in the operation of its properties in any investment which may be made by any of its members;

(k) To cooperate with the United States of America, any agency or instrumentality thereof, the state, any county, municipality, or other political subdivision of the state and any public corporation and to make such contracts with them or any of them, as the board may deem advisable to accomplish the purposes for which the Corporation was established; and

(l) To sell and convey, with or without valuable consideration, any of its projects or any portion thereof to any one or more counties, municipalities, public corporations or agencies of any of the foregoing, which have the corporate power to operate the project or portions thereof so conveyed and the property and income of which are not subject to taxation; provided, that any such sale and conveyance may be made only with the consent of each member of the Corporation, any such consent to be evidenced by a resolution adopted by the governing body of each such member and only if any such conveyance would not constitute a breach of any then outstanding trust indenture or other agreement to which the Corporation is a party.

(8) In addition to such powers expressly granted above, the Corporation shall have all powers conferred on corporations of like nature by Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with

Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, as heretofore or hereafter amended.

(9) The Board of Directors of the Corporation shall consist of twelve (12) directors. Subject to the provisions contained in Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, directors shall be jointly elected by the City Council of the City of Montgomery and the Montgomery County Commission who shall consist of the following:

VOTING MEMBERS:

- (a) The Mayor of the City of Montgomery, Alabama;
- (b) The Superintendent for Montgomery Public Schools
- (c) Montgomery County Board of Education Chairman
- (d) City Council President
- (e) City Council President, Pro Tem
- (f) County Commission Chairman
- (g) County Commission Vice Chairman
- (h) Montgomery Area chamber of Commerce representative
- (i) Parent (children in public schools/active participant in DeJong Study)

NON-VOTING MEMBERS (Advisory only):

- (j) The president of a two or four year college
- (k) Military representative (Commander, Air University)
- (l) Teacher

(10) Subject to the provisions contained in Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, the Superintendent of the Montgomery Public Schools shall serve as chair of the Board of Directors of the Corporation.

(11) Once elected, each director shall serve for a term of four (4) years and until his or her successor shall be elected. Upon the expiration of a director's term of office, or upon his death, resignation or removal from office as a director, his or her successor shall be elected by the City Council and the County Commission upon receipt of recommendations from the Corporation's nominating committee. The nominating committee recommendations shall be approved by the Board of Directors of the Corporation and there upon submitted to the City Council and County Commission for election. The nominating committee shall be composed of the following persons:

- (a) Mayor of the City of Montgomery, Alabama;
- (b) Superintendent for Montgomery Public Schools
- (c) Montgomery County Board of Education Chairman
- (d) City Council President
- (e) County Commission Chairman
- (f) City Council President Pro Tem
- (g) County Commission Vice-Chairman

(12) The initial board of directors of the Corporation shall be:

(Names and addresses must be provided and inserted)

VOTING MEMBERS:

- (m) The Mayor of the City of Montgomery, Alabama;
- (n) The Superintendent for Montgomery Public Schools
- (o) Montgomery County Board of Education Chairman
- (p) City Council President
- (q) City Council President, Pro Tem
- (r) County Commission Chairman
- (s) County Commission Vice Chairman
- (t) Montgomery Area chamber of Commerce representative
- (u) Parent (children in public schools/active participant in DeJong Study

NON-VOTING MEMBERS (Advisory only):

- (v) The president of a two or four year college
- (w) Military representative (Commander, Air University)
- (x) Teacher

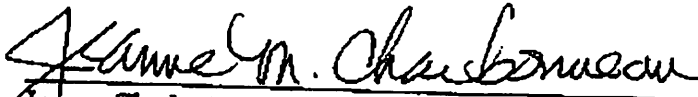
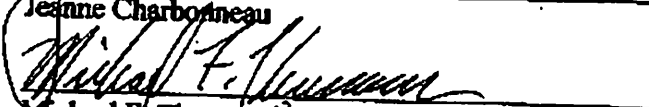
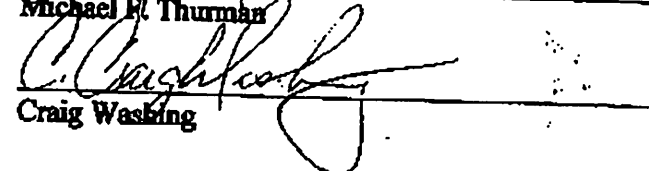
(13) The term of office of each of the initial directors shall end at 12:01 A.M. on the fourth anniversary date of the filing for record of this certificate of incorporation. Thereafter, the term of office of each director shall be four years. Each director shall continue to serve until his or her successor is elected.

(14) The duration of the existence of the Corporation shall be perpetual, unless it shall be dissolved by proceedings taken pursuant to said Chapter 99B of Title 11 of the Code of Alabama (1975), as amended.) The application filed with the governing body of each of the authorizing subdivisions in accordance with Section 11-99B-3 of the Code of Alabama (1975), as amended, was identical to the copy thereof attached hereto as Exhibit A.

(15) The Corporation shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this 15th day of June, 2006.


Jeanne Charbonneau

Michael F. Thurman

Craig Washing

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeanne Charbonneau, Michael F. Thurman, and Craig Washing, whose names are signed to the foregoing Certificate of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Incorporation, they executed the same voluntarily.

GIVEN under my hand and official seal of office, this 15th day of June, 2006.

Donald P. Hunt - Borking

(NOTARIAL SEAL)

Notary Public

My Commission Expires: 5/27/2009

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 17th, 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 17th day of February, 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. Each of the City and County desire to fund a portion of the capital costs for the acquisition, construction, and renovation of the Public Education Project, and each is willing to fund a portion of the capital expenditures of the Public Education Project;
- c. The Commission deems it in the best interests of the County to authorize it's portion of the financing of the Public Education Project as provided for in the Project Funding and Cooperation Agreement with the City and BOE, in the form attached hereto and made a part hereof as Exhibit "A";
- d. In order to memorialize their understandings and agreements relating to the selection, acquisition, construction, and renovation of the Public Education Project; the funding of the Public Education Project; and the procedures and methodologies to be used for disbursements of funds for such purposes, the Commission has determined that it is in the best public interest to enter into the Project Funding and Cooperation Agreement;
- e. The Commission desires to authorize and approve the County's execution and delivery of the Project Funding and Cooperation Agreement.

Section 2. The Commission hereby approves and authorizes the use and expenditure of public funds in the form of the County's obligations as set forth in the Project Funding and Cooperation Agreement to provide its portion of the funding of the Public Education Project.

Section 3. The Project Funding and Cooperation Agreement is hereby adopted and approved, and the County is hereby authorized and empowered to enter into, execute, deliver, and perform under such Project Funding and Cooperation Agreement.

Section 4. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, the Project Funding and Cooperation Agreement, and is further authorized and empowered to execute and deliver such other

agreements, documents, letters, and writings as are necessary or proper in order for the County to perform its obligations set forth in the Project Funding and Cooperation Agreement and required to effectuate the intent of this Resolution.

ADOPTED this 17th day of February, 2015.

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

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"

[PROJECT FUNDING AND COOPERATION AGREEMENT]

PROJECT FUNDING AND COOPERATION AGREEMENT

THIS PROJECT FUNDING AND COOPERATION AGREEMENT (the "Agreement") is hereby made and entered into as of the ____ day of _____, 20____, by and among the **CITY OF MONTGOMERY**, an Alabama municipal corporation ("City"), the **BOARD OF EDUCATION OF MONTGOMERY COUNTY**, a public instrumentality organized under the laws of the State of Alabama (herein referred to as the "BOE"), and the **MONTGOMERY COUNTY COMMISSION**, an Alabama political subdivision ("County").

W I T N E S S E T H:

WHEREAS, the BOE desires to acquire, construct, and renovate certain buildings and other improvements located, or to be located, at the Montgomery Mall (the "Mall") and the existing school owned and operated by the Board and known as Park Crossing High School (the "Existing School"), all of which are to be used as school facilities needed for the Montgomery County Public School System (herein referred to as the "System");

WHEREAS, the BOE, the City, and the County desire to provide a portion of the funds needed to acquire, construct and equip the facilities to be located at the Mall which shall include, but without limitation, the Projects, as defined in Section 1.2 of this Agreement;

WHEREAS, the City is permitted by applicable law to finance the Projects, serving the citizens of the City;

WHEREAS, the County is permitted by applicable law to finance the Projects, serving the citizens of the County;

WHEREAS, to the extent permitted by law, each of the City and County affirms their desire to fund a portion of the capital costs for the acquisition, construction, and renovation of the Projects, and each is willing to fund a portion of the capital expenditures of the Projects identified herein, or portions thereof, on the terms and conditions herein contained;

WHEREAS, in order to induce the City and County to fund such Projects as hereafter set forth, BOE is willing to perform the duties and responsibilities set forth herein on the terms and conditions herein contained;

WHEREAS, the City and County are expected to fund approximately \$27,000,000.00 of the Project Costs, and the BOE desires to fund any Project Costs in excess of \$27,000,000.00;

WHEREAS, it is anticipated that the City and County will fund their respective contributions hereunder through bonds issued by The Montgomery County Public Education Cooperative District (the "District"), an Alabama capital improvement cooperative district; and,

WHEREAS, each of the parties hereto desires to memorialize their understandings and agreements relating to the selection, acquisition, construction, and renovation of the Projects; the funding of the Projects (as defined below); and the procedures and methodologies to be used for disbursements of funds for such purposes.

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

ARTICLE I

DEFINITIONS; PROJECTS; REPRESENTATIONS AND WARRANTIES

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

"BOE" shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to BOE's functions.

"BOE Contribution" shall mean any Project Costs in excess of \$27,000,000.00 and is estimated to be approximately \$6,000,000.00.

"BOE Representative" shall mean and refer to the Superintendent or interim superintendent of the BOE serving from time to time.

"Capital Expenditure" shall mean and refer to any cost of a type that is properly chargeable to a capital account (or would be so chargeable to a capital account with a proper election) under applicable general federal income tax principles.

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

"City and County Contribution" shall mean the net proceeds from sale of the bonds issued by the District having a debt service of \$1,700,000.00 which is estimated to be the sum of \$27,000,000.00.

“City Contribution” shall mean the amount of the City and County Contribution to be provided by the City as set forth in the City Funding Agreement.

“City Contribution Percentage” shall mean the ratio of the City Contribution to the City and County Contribution.

“City Funding Agreement” shall mean that certain funding agreement by and between the City and the District setting forth the ratio by which the City shall be obligated to fund as the City Contribution, such City Contribution to be a general obligation of the City secured by a pledge of the City’s full faith and credit.

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

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations from time to time promulgated thereunder applicable to the Projects or to the City Obligations or the County Obligations.

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

“County Contribution” shall mean the amount of the City and County Contribution to be provided by the County as set forth in the County Funding Agreement.

“County Contribution Percentage” shall mean the ratio of the County Contribution to the City and County Contribution.

“County Funding Agreement” shall mean that certain funding agreement by and between the County and the District setting forth the ratio by which the County shall be obligated to fund as the County Contribution, such County Contribution to be a general obligation of the County secured by a pledge of the County’s full faith and credit.

“County Representative” shall mean and refer to the Chairman and Vice Chairman of the Montgomery County Commission serving from time to time (or either of them acting separately and alone).

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

“Net Proceeds” shall mean and refer to the sum of the City and the County Contribution and the BOE Contribution.

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

“Project Costs” shall mean and refer to the Capital Expenditures relating to the acquisition, construction, and renovation of the Projects, and includes, but is not limited to, the costs and expenses incurred in connection with the planning, development and/or design of the Projects, equipping the Projects including any costs for fixtures, furniture, equipment and other installations thereto, moving costs and other related costs, escrow agent fees, real estate brokerage costs, and any rebate or yield reduction payments required or permitted under Code Section 148(f) arising from the investment of the Net Proceeds.

“Superintendent” shall mean the superintendent or interim superintendent for the System as employed from time to time by the BOE.

1.2 Description of Projects. The parties hereto hereby agree and identify those schoolhouse and educational facilities projects listed on **Exhibit “A”** attached hereto as the projects to be undertaken and funded, in whole or in part, on the terms and subject to the conditions contained in this Agreement. The parties hereto hereby further agree that the selection of projects to be undertaken and funded under this Agreement may be amended from time to time hereafter in a writing or writings signed by each of the City Representative, the County Representative and the BOE Representative, with such writing stating its amendatory effect as to the description of the projects contained herein (the projects identified in said Exhibit “A” as amended from time to time is referred to herein as the “Projects”).

1.3 Representations and Warranties of the BOE. The BOE makes the following representations, warranties and findings:

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

(b) This Agreement constitutes a legal, valid and binding obligation of the BOE, enforceable against BOE in accordance with its terms. Neither the execution and delivery of this Agreement, nor the performance hereof, by BOE requires any consent of, filing with, approval of, or notice to, or hearing with any person or entity (including, but not limited to, any

governmental or quasi-governmental entity), except for (i) such consents, filings, approvals, hearings or notices which have been made or obtained, and (ii) zoning, building codes, plat approvals, and any and all other development, construction and occupancy approvals that may be required from the City or any other governmental authorities having jurisdiction with respect to the Projects.

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

(d) There is not now pending or, to the knowledge of BOE, threatened, any litigation affecting the BOE which questions (i) the validity or the organization of BOE, (ii) the members, titles or positions of the members of the governing body of BOE or the manner in which the officers of BOE are elected or selected, or (iii) the subject matter of this Agreement.

(e) The BOE has available cash or cash equivalents in an amount at least equal to the BOE Contribution.

1.4 Representations and Warranties of City.

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

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

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

judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets.

(d) There is not now pending or, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or the organization of the City, (ii) the members, titles or positions of the members of the governing body of City or the manner in which the officers of the City are elected or selected, or (iii) the subject matter of this Agreement.

(e) The City has the financial capacity to satisfy its obligations to fund the City's share of the City and County Contribution.

1.5 Representations and Warranties of the County.

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

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

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

(d) There is not now pending or, to the knowledge of the County, threatened, any litigation affecting the County which questions (i) the validity or the organization of the County, (ii) the members, titles or positions of the members of the governing body of County or the manner in which the officers of the County are elected or selected, or (iii) the subject matter of this Agreement.

(e) The County has the financial capacity to satisfy its obligations to fund the County's share of the City and County Contribution.

ARTICLE II MANAGEMENT, DUTIES AND RESPONSIBILITIES

2.1 Duties and Responsibilities of the BOE.

(a) The parties hereto agree that the appointment of BOE as their manager with respect to the acquisition, construction, and renovation of the Projects as hereunder provided is wise, necessary and expedient as the acquisition, construction, repair and renovation of the Projects are peculiarly within the purview and experience of BOE. Accordingly, the parties hereto do hereby appoint BOE as their manager for the Projects on the terms, conditions and limitations herein contained with the limited authority and responsibilities set forth herein. BOE does hereby accept such appointment to act as such manager for the Projects with such duties, responsibilities and authority as set forth herein. In such capacity, and in addition to all other rights, duties, responsibilities and authority provided herein, but subject to the availability of the funds for payment of Project Costs, BOE shall have the following duties, authority, and responsibilities as to the acquisition, construction, and renovation of the Projects, which BOE does hereby accept, agree and covenant to perform:

(i) To provide funding for the Projects in an amount at least equal to the BOE Contribution;

(ii) To cause to be prepared all plans and specifications for the construction or renovation of the Projects (herein the "Project Plans and Specifications"), which Project Plans and Specifications shall be provided to the City Representative and County Representative upon their request for their review and comment (but not approval) prior to bidding. In no event shall any such review or comment constitute an approval of the Project's conformity to any applicable building codes or satisfy any inspection or permitting approvals or requirements of the City or County that are normal or incident to any new construction, renovations of buildings and other improvements in the City or County, which such inspection and approval processes shall proceed in normal course;

(iii) To prepare all other documents and submissions required for bidding the construction or renovation of the Projects and to conduct the bidding process with respect to each of the Projects in accordance with and in compliance

with all applicable competitive bids and other applicable public works laws of the State of Alabama;

(iv) To act as bidding agent and to select the lowest responsible bidder for the construction or renovation of each of the Projects or portions thereof subject to bid (such selected bidders are herein referred to as the "Contractors") as required by applicable law.

(v) To prepare and submit to the City Representative and County Representative a schedule and timetable for the acquisition, construction and renovation of the Projects, which shall detail the order in which such Projects are to be undertaken;

(vi) To prepare and submit to the City Representative and County Representative a proposed draw schedule for each of the Projects based on the Contractors selected for each such Project;

(vii) To obtain or cause to be obtained in normal course all necessary approvals, licenses, permits or entitlements for the acquisition, construction, and renovation of the Projects from all applicable governmental entities, agencies or authorities;

(viii) To cause to be prepared acquisition and construction contracts for the acquisition, construction, and renovation of the Projects in accordance with applicable competitive bid laws and other applicable public works laws of the State of Alabama and in accordance with the Plans and Specifications and in conformity with the bid documents;

(ix) To cause each Contractor for a Project to post such performance bonds and labor and materialmen's payment bonds issued by a company that is rated A-VII or better by A.M. Best & Company and that is duly licensed to issue such bonds in the State of Alabama in amounts no less than the amounts required by law and otherwise in amounts required by the BOE and containing all provisions required by applicable law, naming City, County, and BOE as dual obligee of the bonds. The original payment and performance bonds shall be held in trust by BOE (with a copy to the City and County) and shall be provided prior to the commencement of any work under any acquisition or construction contracts for the Project in question. In the event that any Contractor for any Project defaults in the performance of its construction contract, BOE shall promptly inform the City Representative and County Representative by written notice of

such default, and BOE agrees to take appropriate and prompt action to enforce said bonds or otherwise cause the work to be completed as expeditiously as possible under the circumstances;

(x) To select the architect, engineers and other design professionals for the design and engineering of the Projects when such selection is not subject to competitive bid requirements under applicable Alabama law;

(xi) To cause commercially reasonable efforts to be used by Contractors to complete each of the Projects in an orderly and expeditious manner, subject only to delays and events beyond the reasonable control of the BOE, the Contractors or others engaged in the construction or renovation of the Projects such as, but not limited to, acts of God, earthquake, fire, explosions, war, civil insurrection, acts of the public enemy, acts of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornados, severe storms or utility disruptions, strikes, lockouts, major equipment failure or the failure of any suppliers to perform their respective obligations.

(b) All acquisition, construction, and renovation activities regarding the Projects shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of all applicable governmental authorities having jurisdiction over the Projects in question, including, without limitation, all applicable licenses, permits, buildings codes, restrictive covenants, zoning and subdivision regulations and ordinances and flood, disaster and environmental protection laws. BOE shall cause each architect, general contractor, subcontractor, contractor or other business performing any work in connection with the construction, renovation or repair of the Projects to obtain all necessary permits, licenses, approvals and entitlements necessary or required for the construction, repair or renovation of the same.

(c) BOE shall execute and deliver in its own name and be liable for all acquisition, construction, renovation or other agreements or contracts relating to the Projects for the construction, acquisition, or renovation of the same subject to the payment of Project Costs therefor through the sources of funding, referenced herein.

(d) BOE shall have the authority and power to manage and direct the construction activities for each of the Projects in accordance with the terms of the construction contracts therefor and may engage consultants and others to assist in the management of the construction activities. If any vendor, contractor or subcontractor shall default on any contract or purchase order in connection with the construction, acquisition, renovation or repair of any Project, BOE shall pursue all available remedies against such defaulting vendor, contractor or subcontractor. BOE, at its cost and expense, shall take any and all actions (including, but not

limited to, the commencement of any necessary legal action against a Contractor or otherwise) related to the construction, acquisition or renovation of the Projects, except that no legal action may be commenced in the name of the City or County without the prior approval of the governing body of the City or County, as the case may be, which approval may be withheld or conditioned in their sole discretion.

(e) BOE shall comply in all material respects with, and shall exert commercially reasonable efforts to cause each Contractor and others performing any work or providing any material for a Project to comply with, all federal, state, local or other statutes, ordinances, judgments, rulings and regulations relating to immigration or environmental pollution or environmental regulation or control and shall cause each of the sites selected for Projects and each of the Projects to be operated and maintained in accordance with all such applicable statutes, ordinances, judgments, orders, rulings and regulations.

(f) Nothing herein contained shall grant BOE any authority to bind the City or County in any way. Any instrument, agreement or contract entered into by BOE pursuant to authority granted hereunder shall not constitute a liability or obligation of the City or the County, as their sole obligations hereunder and with respect to the Projects shall consist of the funding of the City Net Proceeds and County Net Proceeds, and the City and County shall have no further obligation therefor.

(g) BOE shall keep and maintain complete books and records (including copies of all acquisition, construction, and renovation contracts and subcontracts and copies of all Requests for Payment and all documentation relating thereto) for each of the Projects and their respective acquisition, construction, and renovation for a period of five (5) years following the completion of such acquisition, construction, or renovation. In addition to the documentation to be provided under the Escrow Agreement, BOE shall promptly provide to the City and County copies of all agreements (including exhibits and appendices thereto) executed by BOE for Projects which are in any way to be paid from monies on deposit in the City Project Account or County Project Account. Each of the City and County and their respective auditors, agents and other designees shall have access at all reasonable times after notice to review, inspect, audit, examine, copy and reproduce such books and records, and BOE shall not destroy any of such books and records prior to the expiration of said five-year period without thirty (30) days prior written notice to the City and County.

ARTICLE III

PLAN OF FINANCE; FUNDING; DISBURSEMENTS AND OWNERSHIP

3.1 Plan of Finance. The parties hereto agree that, in order to fund a portion of the Project Costs for the Projects, the City and County will on or before May 1, 2015, cause the

District to issue its bonds to fund the City and County Contribution, which shall be secured by the City Funding Agreement and County Funding Agreement. The City and County Contribution shall be deposited in separate project accounts to be held, administered and disbursed to BOE for its payment of Project Costs in accordance with the terms hereof and under the terms and conditions set forth in the Escrow Agreement substantially in the form attached hereto as **Exhibit "B"** (herein referred to as the "Escrow Agreement"). Each of the parties hereto shall execute and deliver the Escrow Agreement in the form attached hereto with such changes as are mutually agreed to by the City, County, and the BOE, with each party's respective signature thereon conclusively establishing such approval. The BOE Contribution and the City and County Contribution shall be held and maintained in separate segregated accounts for each of the City and County as set forth in the Escrow Agreement (herein referred to as the "Project Accounts"). The City's share of the City and County Contribution shall be held in a subaccount for the City (the "City Project Account") and the investment earnings earned thereon following such deposit in such Project Account shall be invested at the direction of the City, and the County's share of the City and County Contribution shall be held in a subaccount for the County (the "County Project Account") and the investment earnings earned thereon following such deposit in such Project Account shall be invested at the direction of the County. In no event shall the deposit and placement of the various parties' contributions be deemed to create in or provide to Escrow Agent or any other party any right, title, entitlement or interest (as collateral security or otherwise) in or to said funds or the investments thereof except as and to the extent expressly provided herein or in the Escrow Agreement.

3.2 Funding Obligations.

(a) Joint Funding. The City and the County, jointly and severally, agree to, on or before May 1, 2015, fund the City and County Contribution to the Escrow Account by delivering their respective Funding Agreements and all necessary related documentation and causing the District to issue its bonds in the principal amount of approximately \$27,000,000 in one or more series, and subject to the terms and on the conditions herein contained (including the satisfaction of the conditions precedent set forth in Section 5.3 hereof) and so long as no Event of Default has occurred and is continuing hereunder. The District shall deposit the City Contribution as the City's share of the City and County Contribution and the County Contribution as the County's share of the City and County Contribution in the respective City and County Project Accounts. The City and County Funding Agreements shall be approved by the respective governing bodies of the City and County and shall be in a form acceptable and approved by bond counsel to the District.

(b) City Obligations. The City Contribution will be in the amount as agreed upon in the City Funding Agreement (herein referred to as the "City Obligations"). The monies

on deposit in the City Project Account shall not be commingled with other funds and shall be disbursed as set forth in the Escrow Agreement for the purposes herein stated.

In all events, the City shall direct the investment of the amounts on deposit from time to time in the City Project Account, and shall have no liability to BOE, County or anyone else for the earnings or losses derived with respect to the investment of monies on deposit in the City Project Account. Except as set forth in Section 7.17, once the City's share of the City and County Contribution has been deposited in the City Project Account, the City shall have no further liability, responsibility or obligation to pay any other amount for Projects Costs. Any amount remaining on deposit in the City Project Account after the acquisition, construction, and renovation of all the Projects are complete (and all related Project Costs are paid therefor) shall be returned to the City for such use as City shall determine. The City may, from time to time, in its sole discretion, refund or refinance any debt incurred as part of the City Obligations.

(c) County Obligations. The County Contribution will be in the amount as agreed upon in the County Funding Agreement (herein referred to as the "County Obligations"). The monies on deposit in the County Project Account shall not be commingled with other funds and shall be disbursed as set forth in the Escrow Agreement for the purposes herein stated.

In all events, the County shall direct investment of amounts on deposit from time to time in the County Project Account, and shall have no liability to BOE, City or anyone else for the earnings or losses derived with respect to the investment of monies on deposit in the County Project Account. Except as set forth in Section 7.17, once the County's share of the City and County Contribution has been deposited in the County Project Account, the County shall have no further liability, responsibility or obligation to pay any other amount for Project Costs. Any amount remaining on deposit in the County Project Account after the acquisition, construction and renovation of all the Projects are complete (and after such Project Costs are paid therefor) shall be returned to the County for such use as the County shall determine. The County may, from time to time in its sole discretion, refund the County Obligations.

(d) BOE Obligations. In addition to its duties and obligations hereunder, BOE covenants and agrees to contribute or to cause an amount not less than the BOE Contribution to be paid for the construction, acquisition, and renovation of the Projects. The BOE shall be obligated to contribute its funds to finance Project Costs prior to and up to the funding of the City and County Contribution. Upon the funding of the City and County Contribution, the BOE shall be obligated to contribute its funds for Project Costs after the exhaustion of the funds provided by the City and County Contribution.

3.3 Payment Procedure: Disbursements. Except for the Project Costs to be paid from each of the parties hereto which shall be prorated between BOE, City and County as set forth in

Section 3.2(d) above, funds shall be transferred from the City Project Account and County Project Account, pro-rata based on the City Contribution Percentage of such Project Costs being allocated to the City and the County Contribution Percentage of such Project Costs being allocated to the County; provided, however, in the event the funds in either Project Account have been fully disbursed prior to disbursement of all the funds in the other Project Account (whether due to a difference in the interest rates or other income earned on either Project Account or for any other reason whatsoever), then in such event all future disbursements of Project Costs shall be made from the remaining Project Account until all the funds in said Project Account have been fully disbursed. Furthermore, the disbursements shall only be made from such Project Accounts upon compliance by the BOE with the requirements for disbursements set forth in the Escrow Agreement.

3.4. Ownership of Projects. All property (real, personal or mixed) acquired or constructed, in whole or in part, pursuant to this Agreement, shall be owned by the BOE.

ARTICLE IV OBLIGATIONS; INSURANCE

4.1 Obligations. Notwithstanding anything to the contrary provided in this Agreement or the Escrow Agreement for the Projects, or any other instruments or agreements executed or to be executed in connection with the transactions contemplated herein, it is understood and agreed that (a) the City shall be solely responsible for the payment and performance of the City Obligations, and neither the County nor the BOE shall have any obligations or liabilities with respect thereto; (b) the County shall be solely responsible for the payment and performance of the County Obligations, and neither the City nor the BOE shall have any obligations or liabilities with respect thereto; and (c) the BOE shall be solely responsible for funding the BOE contribution and its obligations hereunder, and neither the City nor County shall have any obligations or liabilities with respect thereto. The parties hereto agree and acknowledge that BOE is solely responsible for the design, acquisition, construction and renovation of the Projects, and neither the City nor the County under this Agreement or otherwise, shall be deemed to have represented, warranted or otherwise be liable in any manner for any of the construction, design, engineering or renovations of the Projects or the suitability thereof nor have any liability resulting from the use or operation by the BOE. It is hereby agreed and acknowledged by all parties hereto that the City and the County are solely providing the funding for the acquisition, construction and renovation of the Projects to the extent of their portions of the Net Proceeds and investment earnings thereon and that the transactions described herein are solely for the purpose of facilitating the financing. Neither the City nor the County has or will have any express or implied obligations, responsibility or liability relating to the suitability of the construction, design, engineering, architecture, safety, use or operation of the Projects, which is all being conducted and controlled by the BOE. To the fullest extent allowed by law, BOE does hereby

release and forever discharge the City and the County from any and all liability relating to the construction, renovation, design, engineering, use or operation of the Projects.

4.2 Insurance Required.

(a) During the construction and renovation of the Projects, BOE shall obtain and maintain the following coverages: (i) an "All Risks" Property Insurance Policy issued by the State of Alabama Insurance Fund, Risk Management Division, covering the buildings and improvements on the Projects in an amount equal to the replacement value thereof, subject to the terms and limitations of the policy, exclusive of foundations, slabs, parking lots and other site improvements, naming the BOE as the insured and loss payee and, if available, the City and County as additional named insureds, as their interest may appear; provided, however, that all losses thereunder shall be adjusted by and paid to BOE; and (ii) a General Liability and Errors and Omissions Liability Fund Coverage Agreement issued by Alabama Trust for Boards of Education ("ATBE") (or by another duly authorized self-insured risk management cooperative or duly licensed insurance company, in the event the BOE ceases to obtain said coverage from ATBE), covering the BOE in the amount of \$1,000,000.00 for each claim made and \$2,000,000.00 aggregate for general liability and for errors and omissions. The BOE shall provide the City and County copies of declaration pages evidencing that said coverages are in effect and, if requested by the City or County and if available, certificates evidencing such coverages.

(b) In addition to the coverages to be provided by the BOE as provided above, the BOE agrees that, during the construction and renovation of the Projects, the BOE shall cause each Contractor to obtain and maintain workmen's compensation insurance in an amount no less than the statutory minimums and "All Risk Builder's Risk Insurance" in an amount equal to the full replacement value of the work provided by said Contractor naming the Contractor, BOE and City and County as named insureds or additional named insureds, as their interests may appear; provided, however, that the BOE shall be loss payee and all losses shall be adjusted by and paid to the BOE (or the BOE and Contractor, as their interests may appear). Certificates of insurance showing that such coverage is irrevocably bound in favor of the BOE and City and County shall be provided to the BOE and City by the Contractor prior to the commencement of any work on the Project in question. Such insurance policies shall provide that such insurance coverage may not be cancelled, modified or terminated without at least thirty (30) days prior written notice to the City, County, and BOE. Such "All Risk Builder's Risk Insurance" shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal. In addition, during the construction, renovation or repair of the Project, BOE shall cause each Contractor to obtain and maintain general liability insurance coverage covering bodily and

personal injury to persons (including death) and damage to property in the minimum amount of \$1,000,000.00 for each claim, \$2,000,000.00 aggregate and \$1,000,000.00 umbrella policy, or such greater amounts as may be required by the BOE, written by such insurance companies licensed in the State of Alabama as the BOE may approve, naming the BOE, County and the City as additional named insureds thereunder. Such insurance policies shall provide that the coverage shall not be modified, terminated or cancelled without at least thirty (30) days prior written notice to the BOE, City and County. Certificates from each such Contractor evidencing such insurance as irrevocably bound in favor of the City and County shall be provided to both the City and County prior to commencement of any work on the Project in question.

ARTICLE V CONDITIONS PRECEDENT

5.1 Conditions Precedent to City's Obligations. Anything in this Agreement to the contrary notwithstanding, the City shall not be obligated to undertake any action hereunder until the City shall receive from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

5.2 Conditions Precedent to BOE's Obligations. Anything in this Agreement to the contrary notwithstanding, the BOE shall not be obligated to undertake any action hereunder until the BOE shall have received from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

5.3 Conditions Precedent to County's Obligations. Anything in this Agreement to the contrary notwithstanding, County shall not be obligated to undertake any action hereunder until the County shall receive from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

ARTICLE VI EVENTS OF DEFAULT

Any one or more of the following shall constitute an event of default under this Agreement by the BOE (herein called a "Event of Default") (whatever the reason for such event

or whether it should be voluntary or involuntary, be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the BOE, or the filing by the BOE of a voluntary petition of bankruptcy or the BOE's seeking or consenting to or acquiescing in the appointment of receiver of all or substantially all of its property, or adjudication of the BOE as a bankrupt, or any assignment by BOE of all or substantially all of its property for the benefit of its creditors, the entry by BOE into an agreement of composition with its creditors, or if a petition or answer is filed by BOE proposing the adjudication of the BOE as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days from such filing provided, however, that the foregoing defaults shall not be deemed an Event of Default if a governmental successor assumes the BOE's duties under applicable laws and this Agreement within sixty (60) days after the expiration of the applicable cure period for such default by the BOE; or

(ii) the System or any Project hereunder shall no longer be operated or governed by the BOE or its governmental successor who shall have assumed its duties under applicable laws and this Agreement; or

(iii) the failure by the BOE to perform or observe any of its agreement or covenants contained in this Agreement (other than an agreement or covenant a default and the performance of a breach which is elsewhere in this Section specifically dealt with), which failure shall have continued for a period of sixty (60) calendar days after written notice specifying, in reasonable detail, the nature of such failure and requiring BOE to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to BOE by the City or County, unless (a) the City or County Representatives agree in writing to an extension of such period prior to its expiration with BOE, or (b) during such sixty (60) day period or any extension thereof, BOE has commenced and is diligently pursuing appropriate corrective action, or (c) BOE is, by reason of force majeure at the time, prevented from performing or observing the agreement or covenant with respect to which it is delinquent, or (d) if a governmental successor of the BOE assumes the BOE's duties under applicable laws and this Agreement within sixty (60) days after the expiration of the applicable cure period for such failure.

If an Event of Default exists, the City or the County, or both, may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of BOE herein contained or in aid of the

exercise of any power or remedy granted to the City or the County under this Agreement or at law or in equity and the City and County may cease any further disbursements under the Escrow Agreement by written direction to the Escrow Agent until the cure of such Event of Default to the satisfaction of each of the City and County. Notwithstanding the forgoing and irrespective of any other provision hereof, upon issuance of the bonds by the District, the respective obligations of the City and County pursuant to the City Funding Agreement and County Funding Agreement respectively shall be finally established and the City and County shall make the payments as required by the terms of those agreements. An Event of Default hereunder shall have no effect whatsoever on the obligations set forth in the City Funding Agreement and County Funding Agreement.

All rights, remedies and powers provided in this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law on the premises, and all of the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE VII MISCELLANEOUS

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

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

7.3 Counterparts. This Agreement, and all other agreements and other documents executed in connection with this transaction or any modifications thereof or amendments thereto, may be executed in any number of counterparts that may be delivered by facsimile or email, all of which shall be deemed an original for all purposes and shall constitute one agreement binding on the parties to this Agreement or any other agreement and other documents executed in connection with this transaction or any modifications thereof or amendments thereto.

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

7.5 Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of a party to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, sent by overnight courier, or transmitted by telecopy or email (provided that a written copy of such telecopied or emailed notice is also sent by one of the methods specified herein within one (1) business day thereafter) addressed as follows:

(1) If to BOE: The Board of Education of Montgomery County
Attn: Chairman
307 S. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: melissa.snowden@mps.k12.al.us

With a copy to: Superintendent of Education
307 S. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: margaret.allen@mps.k12.al.us

(2) If to City: City of Montgomery
Attn: Mayor
103 N. Perry Street, Room 200
Montgomery, Alabama 36104
Fax: (334) 241-2266
Email: mayor@montgomeryal.gov

(3) If to County: Montgomery County Commission
Attn: Chairman
100 S. Lawrence Street
Montgomery, Alabama 36104
Fax: (334) 832-2533

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, two (2) business days after the date deposited in the mail, if mailed, the next business day, if sent by overnight courier, or the date of transmission if delivered by telecopy or email. Each party shall have the right to change its notice address by a like notice to the other parties' address as provided herein.

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

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

7.8 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between any of the parties hereto their respective permitted successors and assigns.

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

7.10 No Third-Party Beneficiaries. Notwithstanding anything contained herein to the contrary, this Agreement and its provisions are intended only for the benefit of the parties executing this Agreement and their respective permitted successors and assigns, if any, and neither this Agreement nor any of the rights, interests, duties or obligations hereunder is intended for the benefit of any other person or third-party. No third-party shall have any rights as a third-party beneficiary of this Agreement.

7.11 Further Assurances. Each of the parties hereto agrees to take such actions and to execute and deliver such documents and instruments as are necessary or required in order to more fully effectuate the terms of this Agreement, provided that such agreement to take actions and execute documents and instruments imposes no obligation to execute and deliver such instrument or document which increases the obligations, duties, responsibilities or liabilities or reduces the rights or remedies of the party hereto so executing the document from those duties, responsibilities, obligations, liabilities, rights and remedies set forth in this Agreement, without express reference therein to the increase in such duties, obligations, responsibilities or liabilities or the reduction in such rights or remedies by that party and approval thereof as evidenced by such party's signature thereon. The parties hereto further agree to reasonably cooperate in order to effectuate the intent of this Agreement.

7.12 Approval by Superintendent. By the Superintendent's signature for approval set forth below, this Agreement shall be deemed approved by the Superintendent of the BOE for all purposes and in all respects under applicable law and shall constitute a representation and warranty that this Agreement has been recommended for execution, delivery and performance by the Superintendent.

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

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

7.15 Deficiency. The parties hereto agree and acknowledge that the obligations of the City and County hereunder are limited to their respective portions of the Net Proceeds and any income and earnings that may be earned thereon while held under the Escrow Agreement. Accordingly, if the total costs of acquiring, constructing and renovating the Projects or any Project exceeds the amount of the Net Proceeds and such net investment earnings thereon held from time to time in the Project Accounts under the Escrow Fund, BOE shall bear the amount of such Project Costs in excess of such amounts in the Escrow Fund, and neither the City nor the County shall have any liability or obligation, financial or otherwise, to contribute to such excess Project Costs.

7.16 Prior Agreements. This Agreement supersedes in its entirety any and all other agreements, verbal or written, concerning the payment of and the subject matters dealt with herein. In furtherance (but not in limitation) of the foregoing, the parties hereto hereby acknowledge and agree that the terms and provisions of this Agreement shall govern and control with respect to the subject matter hereof.

7.17 Expenses. In addition to any other contributions or obligations, the legal and other expenses for preparing this Agreement and the Escrow Agreement shall be paid by each party hereto in proportion to their expected contribution to the Projects.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, as representatives of the City, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"City"

City of Montgomery, Alabama

(SEAL)

Attest:

By: _____
Todd Strange, Mayor

By: _____
Brenda G. Blalock, City Clerk

IN WITNESS WHEREOF, the undersigned, as Superintendent and representatives of the BOE, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"BOE"

**The Board of Education of
Montgomery County, Alabama**

(SEAL)

By: _____
Margaret Allen, Superintendent of the Board of
Education of Montgomery County

IN WITNESS WHEREOF, the undersigned, as representatives of the County, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"COUNTY"

Montgomery County Commission

(SEAL)

Attest:

By: _____
Elton N. Dean, Sr., Chairman

By: _____
Donald L. Mims
County Administrator

Exhibit "A"

Projects

LAMP to the Parisian Building. Program Budget \$11,000,000.00. Project to include LAMP educational requirements, athletic fields, new gym, and school will front McGhee Road.

MTEC to the JC Penney Building. Program Budget \$9,000,000.00. Project to include career academy center, miscellaneous classrooms and other office and support facilities as required.

Park Crossing Addition. Program Budget \$13,000,000.00. Project to include an educational pod addition similar to the two existing educational pods, an auxiliary gym, and additional parking as required.

Exhibit "B"

Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____, by and among _____, a national banking association ("Escrow Agent"), the **City of Montgomery**, a body corporate and politic under the laws of the State of Alabama ("City"), **Montgomery County Commission**, a public instrumentality organized and existing under the laws of the State of Alabama ("County"), and **The Board of Education of Montgomery County**, a public instrumentality organized under the laws of the State of Alabama ("BOE").

WITNESSETH:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto recite and agree as follows:

ARTICLE 1 **GENERAL**

Section 1.01. City, County and BOE have entered into that certain Project, Funding and Cooperation Agreement dated as of even date herewith ("Project Agreement") for the acquisition, construction, and renovation of public schoolhouses and facilities therein described as Projects. Pursuant to the Project Agreement, each of the City and County have agreed to make the City and County Contribution (as defined therein) and to deposit or cause to be deposited their respective portions of the City and County Contribution into separate escrow accounts established with the Escrow Agent so that the funds and investments thereof may be distributed in the manner described in the Project Agreement and herein for the Project Costs of the Projects.

Section 1.02. The capitalized terms used but not defined herein shall have the meanings given to them in the Project Agreement.

Section 1.03. Upon the satisfaction of certain conditions precedent described in the Project Agreement, the City and County shall caused to be deposited with the Escrow Agent the City and County Contribution, respectively, with such funds to be respectively credited to the City Project Account and the County Project Account established in Article 2 hereof and used to pay Project Costs (as defined in the Project Agreement) and other amounts therein and herein set forth.

Section 1.04. Under the Project Agreement, BOE is responsible for the acquisition, construction, and renovation of each of the Projects and has agreed to take such actions and to execute and deliver such documents as required by the Project Agreement. The City and County agree that disbursements are to be made from the City Project Account and the County Project Account to the BOE (or, in the case of rebate or yield reduction payments, to the City or County) in the manner set forth herein.

Section 1.05. City and County agree to employ Escrow Agent to receive, hold, invest and disburse their respective moneys deposited hereunder, together with all interest accrued thereon, all as hereinafter provided; however, Escrow Agent shall not be obligated to assume or perform any obligation of City, County, or BOE under the Project Agreement by reason of anything contained in this Agreement.

Section 1.06. Each of the parties hereto has full power and authority to enter into this Agreement, and has taken all actions necessary to duly authorize the execution and delivery of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2 **ESCROW FUND**

Section 2.01. Escrow Agent shall establish special escrow accounts with respect to each of the City Contribution and the County Contribution. One escrow subaccount shall be designated the City of Montgomery Project Account (the "City Project Account") to hold the City Contribution, together with all interest accrued thereon, and the other separate escrow subaccount shall be designated the Montgomery County Project Account (the "County Project Account") to hold the County Contribution, together with all interest accrued thereon. Each of the City Project Account and the County Project Account shall be kept as separate accounts and shall be separate and apart from all other funds and monies held by the Escrow Agent and not co-mingled with any other account except that, following its receipt of a duly completed Payment Request Form, the Escrow Agent shall create a separate account into which the City Portion and County Portion (as defined below) of the costs reflected in the Payment Request Form are deposited in order to permit one check to be disbursed to the BOE (or to the City or County, in the case of rebate or yield reduction payments) for all Project Costs identified in said Payment Request Form and the attachments thereto. Each of the City Project Account and County Project Account shall be administered as provided in this Agreement. The City Project Account and County Project Account are each individually referred to as "Project Account" and are collectively herein referred to as the "Escrow Fund".

Section 2.02. Escrow Agent shall use the moneys in the Escrow Fund to pay the BOE for the Project Costs (or to the City or County for payment of any rebate or yield reduction payments of the City or County) in the manner hereinafter described, upon receipt of a payment request form as attached hereto as **Exhibit "A"** ("Payment Request Form"), executed on behalf of the City, County and BOE (or only the City or County, as the case may be, in the case of rebate or yield reduction payments), fully completed and accompanied by all supporting documents described therein. The BOE shall be permitted to make no more than three (3) draws per calendar month hereunder. For purpose of this Agreement such Payment Request Form is required to be signed on behalf of the City by either the Mayor or the Finance Director for the City, for the County by either the Chairman or Vice Chairman of the Montgomery County Commission or the County Administrator or the Deputy County Administrator, and for the BOE by either the Superintendent or the Chief School Financial Officer thereof. The moneys requested to be paid in the duly completed Payment Request Form shall be funded with a percentage of the approved Project Costs being disbursed from the City Project Account at the City Contribution Percentage ("City Portion") and a percentage of the approved Project Costs to be disbursed from the County Project Account at the County Contribution Percentage

("County Portion") except that the payment for rebate or yield reduction payments shall come solely from the Project Account of the party hereto requesting such disbursement. Upon receipt of a fully completed and executed Payment Request Form from BOE, accompanied by all required documentation for payment of Project Costs other than rebate or yield reduction payments, an amount equal to the Project Costs as shown therein shall be paid directly to the BOE and shall be used by the BOE to pay the Project Costs specified therein; provided, however, in the event the funds in either Project Account have been fully disbursed prior to the disbursement of all of the funds in the other Project Account (whether due to a difference in the interest rate or other income earned on either Project Account or for any other reason whatsoever), then and in such event all future disbursements of Project Costs shall be made from the remaining Project Account until all of the funds in said Project Account have been fully disbursed. Any request for payment of rebate or yield reduction payments shall be made by the City or County and shall be payable to the City or County which is requesting the same. Upon receipt of a written notice from both the City and County that an Event of Default has occurred under the Project Agreement and is continuing beyond the expiration of any cure period hereunder and directing that no further disbursements be made from the Escrow Fund, Escrow Agent shall cease disbursing any funds pursuant to Payment Request Forms duly completed for costs incurred after that date unless and until said Event of Default has been cured; provided, however that Escrow Agent shall disburse funds from the Escrow Fund with respect to all Payment Request Forms duly completed by and received prior to the date of receipt of the written notice and expiration of any applicable cure period for Project Costs incurred prior to that date.

Section 2.03. Upon receipt of written notice from the City or County that an Event of Default has occurred under the Project Agreement and directing liquidation of the Escrow Fund, Escrow Agent shall send a copy of said written notice to BOE and BOE shall have a period of thirty (30) days after its actual receipt of said notice to either agree to such liquidation or to contest said Event of Default. In the event that BOE does not send a written notice contesting said Event of Default prior to the expiration of said 30-day period or upon receipt of a notice from BOE, City and County that they have mutually determined not to complete the acquisition or funding of the Projects in part or in whole, the Escrow Agent shall liquidate all investments then held in each of the City Project Account and County Project Account applicable to the Project or Projects that the Parties have agreed not to complete. In the event of such liquidation, the Escrow Agent shall transfer the proceeds thereof and all other moneys held in the City Project Account to the City and shall transfer the proceeds thereof and all other moneys held in the County Project Account to the County. In the event of any dispute between the BOE, City and County (or either of them), the Escrow Agent, at its option, shall either (a) continue to hold the Project Accounts pursuant to this Agreement without further disbursement until the final resolution of such dispute by either an agreement of the parties or a final non-appealable judgment entered by a court of competent jurisdiction, whereupon said Project Accounts shall be held, invested, distributed and/or liquidated in accordance with such final resolution, or (b) interplead said funds in accordance with Section 4.03 of this Agreement.

Section 2.04. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by

the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

ARTICLE 3 **MONEYS IN ESCROW FUND; INVESTMENT**

Section 3.01. The moneys and investments held by Escrow Agent under this Agreement in the respective Project Accounts are irrevocably held in trust for the benefit of City and County as to their respective Project Accounts, on the terms and conditions herein contained, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of City, County, BOE or Escrow Agent. City, County, BOE and Escrow Agent intend that the Escrow Fund constitute an escrow account in which BOE has no legal or equitable right, title or interest except and only to the extent as expressly provided in this Agreement or in the Project Agreement. Escrow Agent shall hold the Escrow Fund and the securities and monies held therein for the purposes herein set forth and shall dispose of the Escrow Fund only in accordance with the terms and conditions of this Escrow Agreement. Except for the lien provided in Section 4.02 hereof, which is not waived, Escrow Agent hereby waives any and all security interests or liens that Escrow Agent may now have or hereafter obtain in either Project Account or in the Escrow Fund as a whole under the applicable laws of the State of Alabama or otherwise.

Section 3.02. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent in Qualified Investments, as defined in Section 3.05 hereof on the terms contained herein and if not so invested shall be collateralized as SAFE Deposits under Chapter 14A of Title 41 of the Code of Alabama (1975), as amended. The monies held by the Escrow Agent in the City Project Account shall be invested and reinvested by Escrow Agent in accordance with the instructions of the City in such Qualified Investments and interest and other income earned thereon shall be deposited in and shall become a part of the City Project Account, and the monies held by the Escrow Agent in the County Project Account shall be invested and reinvested by Escrow Agent in Qualified Investments in accordance with the instructions of the County and interest and other income earned thereon shall be deposited in and shall become a part of the County Project Account. The investments in each such Project Account shall be registered in the name of the Escrow Agent and held for the benefit of the City or County, as the case may be. BOE shall be responsible for providing to the Escrow Agent and each of the City and County a timetable (and any amendments thereto) upon which projected disbursements will be needed from the Escrow Fund in sufficient time to permit the City, County and Escrow Agent to make investment decisions relating thereto. Such investments and reinvestments are to be made giving full consideration for the time at which funds will be needed under such timetable.

Section 3.03. Escrow Agent shall, without further direction from any party hereto, sell such investments as and when required to make any payment from the Escrow Fund. Any income received on such investments in a Project Account shall be credited to the respective Project Account in which such investments are held.

Section 3.04. Escrow Agent shall furnish to City, County and BOE reports accounting for all funds, investments, interest and income in and from the Project Accounts. Such accounting reports shall be furnished no less frequently than monthly and otherwise upon request of City, County and BOE. The City and County shall each be liable for any loss suffered in connection with any investment of moneys made by the Escrow Agent in accordance with this Agreement and shall each be obligated to reimburse their respective Project Accounts in an amount equal to the losses attributable to the directed investments.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means, to the extent public funds are permitted to be invested under applicable laws of the State of Alabama in the following: (a) securities which are general obligations of or are guaranteed as to the payment of principal and interest by the United States of America; (b) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; (c) commercial paper issued by corporations organized under the laws of a state of the United States which are rated one of the three highest rating categories by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc., or Moody's Investors Service, Inc.; (d) certificates of deposit issued by or other forms of deposit in any national or state bank to the extent that such deposits are fully insured by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States; or (e) in shares of a money market fund (including a money market fund for which Escrow Agent and its affiliates provide advisory, custodial, administrative or similar services and receives fees), provided: (x) the money market fund is registered under the Investment Company Act of 1940; (y) the money market fund has been rated by a nationally recognized statistical rating organization in one of that organization's three highest mutual fund rating categories; and (z) the money market fund's investments are limited to those Qualified Investments listed in (a), (b), or (c) above. Derivative products are not "Qualified Investments" for purposes of this Agreement. As to the question of whether a Qualified Investment is permitted to be acquired with funds under the City Project Account or the County Project Account, Escrow Agent shall be entitled to rely upon a written opinion of counsel to the City or the County, as the case may be, with respect to the investment of the public funds in such Qualified Investment.

ARTICLE 4

ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument executed by an authorized person set forth above. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification pursuant to Section 4.03 hereof, for reasonable attorneys' fees and court costs for any suit, interpleader or otherwise, or any other expenses, fees or charges of

any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among City, County and BOE as to the correct interpretation of this Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If City, County or BOE shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action (including, but not limited to, an interpleader) to resolve the disagreement. Escrow Agent shall be indemnified from the Escrow Fund for all costs, including reasonable attorneys' fees, actually and reasonably incurred in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final non-appealable judgment or settlement in such action is received.

Section 4.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5

ESCROW AGENT'S COMPENSATION

Escrow Agent's compensation for the services to be rendered hereunder is set forth in **Exhibit "B"** attached hereto. The City, County and BOE, in proportion to their contributions to the Project, hereby agree to pay and/or reimburse Escrow Agent upon request for all expenses, disbursements and advances, ongoing annual administration fees, investment fees or other charges, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder and such fees and charges may not be deducted from investment earnings on the Escrow Fund.

ARTICLE 6

CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of City, County and BOE. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the then acting Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement and to transfer all funds and investments held in the Project Agreement to such substitute Escrow Agent.

Section 6.02. Escrow Agent or any successor may at any time resign by giving written notice to City, County and BOE of its intention to resign and of the proposed date of resignation, which shall be a date not less than sixty (60) days after such notice is deemed sent in accordance with the notice provisions contained in Section 7.02 of this Agreement, unless an

earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by City, County and BOE.

ARTICLE 7 ADMINISTRATIVE PROVISIONS

Section 7.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection, copying, examination, audit and review by City, County and BOE, or the agent of any of them, at any time during regular business hours.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by certified United States mail postage prepaid, return receipt requested, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy or email (provided that a written copy of such telecopied or emailed notice is also sent by one of the three methods specified in clauses (a), (b) and (c) above within one (1) business day thereafter), in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied or emailed, transmitted to that party at its telecopier number or email address set forth below or, as to each party, at such other address, telecopier number or email address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy or email.

(1) If to BOE: The Board of Education of Montgomery County
 Attn: Chairman
 307 N. Decatur Street
 Montgomery, Alabama 36104
 Fax: (334) 269-3076
 Email: melissa.snowden@mps.k12.al.us

 With a copy to: Superintendent of Education
 307 N. Decatur Street
 Montgomery, Alabama 36104
 Fax: (334) 269-3076
 Email: margaret.allen@mps.k12.al.us

(2) If to City: City of Montgomery
 Attn: Mayor
 103 N. Perry Street, Room 200
 Montgomery, Alabama 36104
 Fax: (334) 241-2266
 Email: mayor@montgomeryal.gov

(3) If to County: Montgomery County Commission
Attn: Chairman
100 S. Lawrence Street
Montgomery, Alabama 36104
Fax: (334) 832-2533
Email: eltondean@mc-ala.org

(4) If to Escrow Agent:

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of Alabama.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement, or the Project Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

Section 7.06. This Agreement may be executed in any number of counterparts that may be delivered by hand, facsimile or email, all of which shall be deemed an original for all purposes and shall constitute one agreement binding on the parties to this Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder in accordance with its terms.

Section 7.08. This Agreement and the Project Agreement constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 7.09. To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 7.10. Notwithstanding anything to the contrary provided herein, it is understood and agreed that the provisions of this Agreement are and will be solely for the benefit of the parties hereto and are not for the benefit of any third party; accordingly, no third party shall have any rights as a third-party beneficiary of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

(“Escrow Agent”)

By: _____
Its _____

City of Montgomery
(“City”)

By: _____
Todd Strange, Mayor

Montgomery County Commission
(“County”)

By: _____
Elton N. Dean, Sr. Chairman

**The Board of Education of
Montgomery County**
(“BOE”)

By: _____
Margaret Allen, Superintendent of the Board of
Education of Montgomery County

Exhibit A to Escrow Agreement

FORM OF PAYMENT REQUEST FORM

Payment Request No. _____

The Board of Education of Montgomery County ("BOE") hereby requests _____ as escrow agent ("Escrow Agent") under the Escrow Agreement dated as of _____, 20____ (the "Escrow Agreement") by and among Escrow Agent, the City of Montgomery ("City"), Montgomery County Commission ("County") and BOE, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the BOE for payment by the BOE of Project Costs payable to the payees more particularly described on the schedules attached hereto and made a part hereof as though set forth in full herein. If requested by City or County, payment may be made to the City or County, as the case may be, to make yield reduction payments or pay its arbitrage rebate liability related to their respective Project Account.

Project Description: _____

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

In connection therewith, the undersigned officer of BOE hereby certifies as follows:

1. All of the provisions of the Project Agreement are incorporated herein by reference and capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Project Agreement.

2. The building materials subject to this Payment Request Form comprise a portion of the Project or Projects listed above, each of which is a Project described in the Project Agreement, and such building materials have been delivered to, inspected by, accepted by and used by the BOE.

3. The payments to be made to the BOE set forth above are for the acquisition, construction, renovation, repair, equipping, furnishing, or moving expenses of one or more Projects and the payments have not been the basis for a prior request which has been paid. The BOE shall pay funds to the payees for the Project Costs more particularly identified on the schedules attached hereto and made a part hereof as though set forth in full herein. Such payees have delivered to BOE appropriate lien waivers for the amounts requested to be paid. BOE has received an AIA project progress certification executed by each of the Project's architect and

contractor, which executed certification is attached hereto. BOE shall pay such payees as soon as reasonably possible following receipt of funds hereunder.

4. All of BOE's representations, covenants and warranties contained in the Project Agreement were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and BOE has fully and satisfactorily performed all of its covenants and obligations to date required under the Project Agreement. No default or Event of Default has occurred and is continuing under the Project Agreement.

5. BOE understands that City, County and Escrow Agent are relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

6. BOE has attached hereto all *invoices and/or bills of sale* relating to the Project materials acquired and the services provided for which payment is being requested hereunder.

If disbursement is requested for payment of arbitrage rebate liability or yield reduction payments with respect to City Obligations or County Obligations:

City ____ or County ____ requests payment of the amount requested to the United States Treasury in payment of its rebate liability or yield reduction payments arising from the City Project Account or County Project Account, as the case may be. In this case, needs no authorization from BOE.

[EXECUTION BEGINS ON NEXT FOLLOWING PAGE]

"BOE":

**The Board of Education of
Montgomery County**

By: _____
Its _____

APPROVED BY CITY:

City of Montgomery

By: _____
Title: _____
Date: _____

APPROVED BY COUNTY:

Montgomery County Commission

By: _____
As Its _____
Date: _____

Exhibit B to Escrow Agreement

SCHEDULE OF ESCROW AGENT'S FEES

In lieu of and as a reduction from its normal custody fees, Escrow Agent shall receive the sum of \$ _____ for each twelve-consecutive month period served as escrow agent hereunder as compensation for its duties and responsibilities hereunder. Escrow Agent shall receive a prorated amount for its final period hereunder that is less than 12-months in duration, with such proration to be based on the numbers of full and partial months served in that last period divided by 12.

January 26, 2015

Montgomery County Commission
ATTN: Donald L. Mims
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims,

I am writing in regard to the term of Wayne G. Hatcher for the Pintlala Water and Fire Protection Authority. He has expressed a desire to be reappointed to the board again.

Thank you for your help in this matter of reappointment of Wayne G. Hatcher.

Sincerely,



CECIL G. BRENDLE

CGB/fp

MONTGOMERY COUNTY
COMMISSION
2015 JAN 27 AM 8:53

Pintlala Water & Fire Protection Authority

Members:

Term Expires:

L. E. Ward
Hope Hull, AL 36043

3/1/2017

Cecil Brendle
Hope Hull, AL 36043

3/1/2019

*

Wayne G. Hatcher
Hope Hull, AL 36043

3/1/2015

Cc: Chairman (Brendle)

Term: 6 years

MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

AMENDMENT
TO
CONTRACT FOR SECURITY SYSTEM MAINTENANCE

Amendment No.7

Date: February 17, 2015

Amendment No 7 to Contract for Security System Maintenance is hereby amended as follows:

-By extending the Contract period for three (3) months, beginning on March 1, 2015 and ending on May 31, 2015. This contract extension will expire when a new Security System Maintenance Contract is executed between Norment Security Group, Inc., and the Montgomery County Commission prior to May 31, 2015

-All other specifications and special provisions will remain the same.

WITNESS:

NORMENT SECURITY GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



INVOICE

Remit To: AT&T Mobility
SEI Processing
PO Box 5085
CAROL STREAM, IL 60197-5085

Customer Number	005730721
Transaction Type	Debit Memo
Transaction Number	14858115
Transaction Date	06-JAN-2015
Web Order Number	EXTPB8897940050
PO Number	
Sales Order Number	N096-OF-15183
Sales Order Date	06-JAN-2015
Pages	1 of 2

Sold To: COUNTY OF MONTGOMERY
100 S LAWRENCE STREET
Montgomery, AL 36104

Ship To: SEI Montgomery County ECD
101 S LAWRENCE ST
MONTGOMERY, AL 36104-4268

Payment Term	Due Date	Sales Representative	Carrier	Tax CLIN
ABS NET 30	05-FEB-2015	YEAGER, JOSHUA		

Line #	Item #	Description/Comments	CTN #	Line Type	Ordered Qty	Shipped Qty	Taxable Unit Price	Net Unit Price	Extended Amount
1	30720	PAYMENT TENDER CHANGE BAN to SEI : invoice 337514232 YODA#N096-OY-257665 for \$12,900.00 BAN287259029348 to SEI#005730721 CTN N/A CREDIT #N096-OF-15181 DEBIT #N096-OF-15183 CASE#GM20141209_97661867		S	1	1	\$0.00	\$12,900.00	\$12,900.00

Rave Smart911 Annual Seat
Qty: 2 at \$6,450.00
Transaction: N096-Y-258695
Product ID:42020

Tender : AR \$12,900.00

Sub Total	\$12,900.00
Tax	\$0.00
Total	\$12,900.00

Restocking fees apply on all devices. See our complete return policy at www.att.com/returns. Early Termination Fee (att.com/equipmentETF) up to \$325 applies after 14 days (30 days for CRUs under an AT&T business agreement). Other Monthly Charges/line may include a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, federal and state universal svc charges, and other gov't assessments on AT&T. These are not taxes or gov't req'd charges.

For Inquiries contact 1-877-275-4679. AT&T will exchange/refund one device per purchase up to 14 days from shipping date of device; Corporate Responsibility Users under an AT&T business agreement have 30 days for devices other than tablets.

REMITTANCE SLIP



Remit To:

AT&T Mobility
SEI Processing
PO Box 5085
CAROL STREAM, IL 60197-5085

Customer Number	005730721
Transaction Type	Debit Memo
Transaction Number	14858115
Transaction Date	08-JAN-2015
Payment Term	ABS NET 30
Due Date	05-FEB-2015
Total Amount Due	\$12,900.00
Amount Paid	

Please return this remittance slip along with payment.
Please ensure Remit to address is located within envelope window.

Timing is Everything.

Getting **key** data to first responders at **the most crucial times** can make all the difference.

This is **Smart911**. The most trusted source of critical data on 9-1-1 callers.



Smart911

Smart911 Proposal of Service

Expires: July 31, 2014

Presented by AT&T

Offered through the State of Alabama T301 Cellular Contract

Joshua Yeager
Account Manager – AT&T

Patrick Hancock
Account Manager – AT&T



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Objective

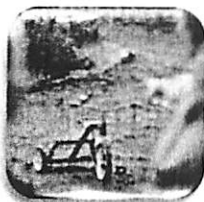
The objective of this proposal is to implement Rave Mobile Safety's Smart911 service for use by Montgomery County e911. This solution is unique and sole source-able based on Smart911's unique patented technology, proven success, and ubiquitous capabilities across calling devices and unique relationships with wireless service providers. Smart911 will provide call takers, dispatchers and first responders with additional critical caller data about subscribed callers in order to speed response times and improve response effectiveness. This proposal includes integration of the Smart911 service into Montgomery County e911 configuration of the hosted Smart911 service, yearly maintenance and hosting of the Smart911 service, access to the Smart911 First responder/dispatcher portal, installation of the Smart911 client on selected workstations and necessary technical support and user training. Additionally, Rave Mobile Safety will provide Montgomery County e911 with a marketing kit designed to help promote the program. This proposal also outlines the responsibilities of Montgomery County e911 to ensure project success.

Smart911 Overview

Smart 911 – this is a service whereby citizens go to a website – “Smart911.com” – and enter information about themselves, their family members, their homes and workplaces, medical conditions, and other pertinent information. For citizens with special needs such as oxygen supplies, dialysis, and other conditions that could need help in an emergency, that information could be stored in the Smart 911 database as well.

Real World Use Cases

The following outline real world use cases where Smart911 can play a critical role in the end-to-end emergency response.



Missing Child

With Smart911, the 9-1-1 operator can see a high quality photo of the missing child, issue an Amber Alert and forward the photo to field officers immediately after the call. A map of the child's last known location is included.



Confused or disabled caller

With Smart911, the 9-1-1 operator can view the medical profile of a confused or disabled caller. If an Alzheimer's sufferer cannot remember his/her home address or an Asthma sufferer is unable to speak, the 9-1-1 center will still be able to effectively dispatch help.



Deaf or hard-of-hearing caller

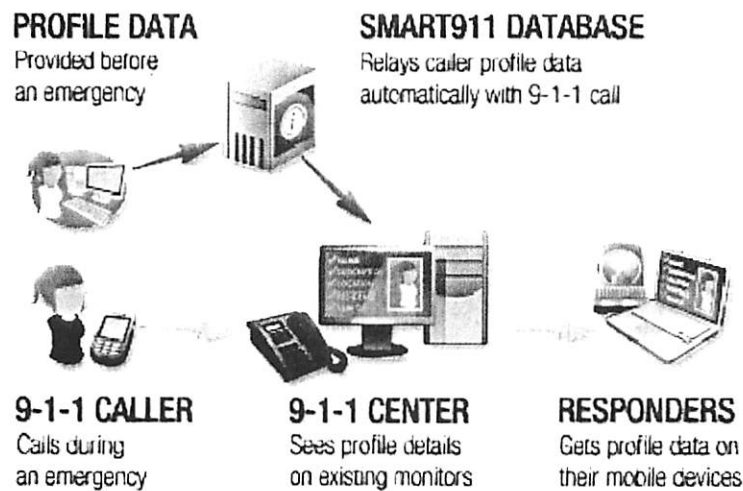
Over 20 million Americans are hard-of-hearing. For these people and anyone else who may have trouble communicating with a 9-1-1 dispatcher over the phone, Smart911 offers an innovative way to both preload data and communicate via SMS.



Severe Allergies

With Smart911, anytime you dial 9-1-1 the operator will see your name, allergy, and current location on-screen. Even if you're unable to speak, EMS will be dispatched to your location with an EpiPen in hand

How Smart911 Works



Residents build their Safety Profile on a secure and private data repository, registering the life-saving information they want to make available to 9-1-1 in the case of an emergency. When the user initiates a 9-1-1 call from a registered phone number, the data automatically displays on the call takers work station, helping them respond more quickly and effectively.

Scope of Services

A summary of the components being delivered and the services involved in a deployment follows.

Smart911 Components

- > Smart911.com citizen registration portal
 - Hosted, secure web site enabling citizens to register and maintain their account data
 - Unlimited citizens can register and manage their profiles at no cost
- > Smart911 SaaS Server
 - Hosted, secure online emergency additional data service that maintains subscriber account profiles and provides results to CPE Server (or Client Workstation app / First Responder Portal) when queried.
 - Optional location module providing wireless phone locations on some wireless carriers
- > Smart911 First Responder Portal
 - Hosted, secure online portal providing first responder and dispatchers access to subscriber account profiles for active cases based on userid, password and case ticket number (which is generated by Smart911)
- > Smart911 CPE Server Software
 - Software installed on local server which listens to the ALI spill, queries the Smart911 SaaS Server and broadcasts results on the local network to the Smart911 Workstation client.
- > Smart911 Client Workstation Application
 - Lightweight .exe installed on work station that interacts with CPE server to provide call taker or dispatcher with customer profile data via an embedded, pop-up web browser.
- > Smart911 Administration Portal
 - Hosted, secure online portal providing administrative functions such as user management and reporting.
- > Smart911 SMS (Optional Deployment)
 - Hosted service providing direct and threaded SMS communication between a caller and call taker

Deployment Services

The following steps will be performed to implement these components:

- > Perform the necessary set up and configurations to track citizen registrations and PSAP usage data for reporting purposes
- > Facilitate installation of the Smart911 Client Workstation Application on all call taker workstations (either CAD or Admin stations)
- > Perform the necessary configurations and testing to provide secure access from the Smart911 CPE Server(s) and Smart911 Client Workstation Applications to the Smart911 SaaS XERDS Server.
- > Work with Montgomery County e911 to install the Smart911 CPE Server Software on dedicated server(s), connect the server via serial port to the CAD/ALI Spill at necessary locations, and make the necessary configurations to ensure proper parsing of the ALI spill.
- > Perform testing to ensure proper configuration and handling of profile display on correct workstations
- > Set up and provide access information for administrative accounts

Training and Support

To ensure successful operation of the system and integration into various state workflows and processes, Rave will provide the following additional training and support services:

- > Provide training tools (Powerpoint decks, Administration Guide, Online Training etc)
- > Provide online reviews as needed for new feature deployments
- > Provide 24x7 phone and email technical support as well as 8x5 phone and email support for non-critical support questions
- > Provide sample SOPs and FAQ documents

Marketing Services

To ensure maximum registration of citizens throughout the county, Rave Mobile Safety will provide the following tools:

- > **Marketing best practices** and communication channel overview
- > **Marketing asset templates**, including web banners for municipal web sites, press kit, and example newsletters for schools and community outreach groups

Montgomery County e911 – Responsibilities

This project requires technical and operational support within Montgomery County e911 as well as marketing support across the supported communities to ensure success. The following outlines expected functions to be performed in support of the Smart911 deployment:

- > **Project management** and executive support
- > **Integration of information** available from Smart911 into the correct PSAP procedures and best practices as well as any training required to ensure proper implementation of those procedures
- > **Support for the technical deployment** (see "Rave Smart911 Administration Guide" for requirements), including purchasing the necessary server hardware and internet connectivity.
- > **Broad public awareness campaign** to ensure citizen adoption. Examples include: inclusion of registration links on community web sites; inclusion of registration reminders in written communications with citizens; email marketing campaigns; and distribution of registration information through community channels such as schools, elderly centers, hearing disabled communities and libraries.

Software Costs & Professional Fees

*This quote provides pricing and is valid until July 31, 2014. Smart911 is made available through the State of Alabama T301 Cellular contract. Installation is waived on a three year commitment.

Licensed Application Fee(s)

	# of Workstations	Annual License Fee per Position	Annual License Fee
Smart911 License	2	\$6450	\$12,900
Early Adopter – Smart911 License	2	\$0	\$0
Total number of workstations/licenses	4		
Annual License Fee(s):			\$12,900

One-time Set up Fee(s)

	One Time Set up Fee
Smart911 Set-up and Configuration	\$9,250
Early Adopter Discount	(\$9,250)
One Time Set up Fee(s):	Waived Installation

Fee Schedule:

	Year One	Year Two	Year Three
Total Annual Fees:	\$12,900	\$12,900	\$12,900

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		BID # 6	
INVITATION TO BID NO: 51901-15B-014				THE OFFICE PAL P.O. BOX 2 LAKEWOOD, NJ 08701		CAROLINA IMAGING 4210 BEECHWOOD DR GREENSBORO, NC 27410		RASIX COMPUTER CTR DBA ACADEIC SUPPLIER 3519 MAIN ST CHULA VISTA, CA 91911		THE TREE HOUSE, INC P.O. BOX 413 NORWOOD, MA 02062		GULF COAST OFFICE 898 PLANTATION WAY MONTGOMERY, AL 36117		ABC LASER USA 6000-G UNITY DR NORCROSS, GA 30071	
DATE ISSUED: JANUARY 15, 2015															
DATE OPENED: JANUARY 28, 2015															
SUPPORT SERVICES															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE															
ITEM NO	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BROTHER TN-420	EA	8	\$26.69	\$213.52	\$30.00	\$240.00	\$30.74	\$245.92	\$30.25	\$242.00	\$31.88	\$255.04	\$32.30	\$258.40
2	BROTHER TN-580	EA	8	\$81.32	\$650.56	\$82.00	\$656.00	\$84.19	\$673.52	\$82.70	\$661.60	\$87.32	\$698.56	\$88.90	\$711.20
3	BROTHER TN-330	EA	8	\$33.04	\$264.32	\$34.00	\$272.00	\$34.21	\$273.68	\$33.65	\$269.20	\$35.47	\$283.76	\$36.35	\$290.80
4	BROTHER TN-620	EA	8	\$49.92	\$399.36	\$51.00	\$408.00	\$51.67	\$413.36	\$50.80	\$406.40	\$53.60	\$428.80	\$54.60	\$436.80
5	BROTHER TN-460	EA	8	\$66.41	\$531.28	\$55.00	\$440.00	\$68.76	\$550.08	\$67.50	\$540.00	\$71.32	\$570.56	\$72.20	\$577.60
6	BROTHER TN-350	EA	8	\$49.60	\$396.80	\$50.00	\$400.00	\$51.35	\$410.80	\$50.45	\$403.60	\$53.26	\$426.08	\$53.95	\$431.60
7	BROTHER TN-450	EA	8	\$45.33	\$362.64	\$46.00	\$368.00	\$46.93	\$375.44	\$46.10	\$368.80	\$48.67	\$389.36	\$49.30	\$394.40
8	CANON MP-20N	EA	8	\$10.00	\$80.00	\$84.00	\$672.00	\$122.89	\$983.12	\$115.95	\$927.60	\$117.90	\$943.20	\$153.00	\$1,224.00
9	CANON PFI-102MBK	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$64.95	\$519.60	\$69.70	\$557.60	\$60.75	\$486.00
10	CANON PFI-102Y	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$66.10	\$528.80	\$69.70	\$557.60	\$60.75	\$486.00
11	CANON-PFI-102C	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$67.00	\$536.00	\$69.70	\$557.60	\$60.75	\$486.00
12	CANON PFI-102BK	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$66.55	\$532.40	\$69.70	\$557.60	\$60.75	\$486.00
13	CANON-PFI-104M	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$76.00	\$608.00	\$79.08	\$632.64	\$65.15	\$521.20
14	DELL DLLJ9833	EA	8	\$40.00	\$320.00	\$40.00	\$320.00	\$81.90	\$655.20	\$81.95	\$655.60	\$79.83	\$638.64	\$84.40	\$675.20
15	DELL DLLRGCN6	EA	8	\$60.00	\$480.00	\$85.00	\$680.00	\$89.90	\$719.20	\$101.00	\$808.00	\$87.62	\$700.96	\$88.05	\$704.40
16	DELL DLLK4971	EA	8	\$30.00	\$240.00	\$53.00	\$424.00	\$69.90	\$559.20	\$70.45	\$563.60	\$68.15	\$545.20	\$72.05	\$576.40
17	HP C8766WN	EA	8	\$21.00	\$168.00	\$26.00	\$208.00	\$25.42	\$203.36	\$25.45	\$203.60	\$27.29	\$218.32	\$25.95	\$207.60
18	HP C936AN	EA	8	\$35.00	\$280.00	\$35.00	\$280.00	\$39.94	\$319.52	\$39.95	\$319.60	\$42.87	\$342.96	\$40.85	\$326.80
19	HP C9393A	EA	8	\$20.00	\$160.00	\$23.00	\$184.00	\$22.66	\$181.28	\$22.70	\$181.60	\$24.33	\$194.64	\$23.20	\$185.60
20	HP C9392AN	EA	8	\$20.00	\$160.00	\$23.00	\$184.00	\$22.66	\$181.28	\$22.70	\$181.60	\$24.33	\$194.64	\$23.20	\$185.60
21	HP C9391AN	EA	8	\$20.00	\$160.00	\$23.00	\$184.00	\$22.66	\$181.28	\$22.70	\$181.60	\$24.33	\$194.64	\$23.20	\$185.60
22	HP CC531A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
23	HP CC532A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
24	HP CC533A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
25	HP Q2670A	EA	8	\$10.00	\$80.00	\$69.00	\$552.00	\$110.00	\$880.00	\$124.85	\$998.80	\$134.06	\$1,072.48	\$123.90	\$991.20
26	HP Q2671A	EA	8	\$10.00	\$80.00	\$65.00	\$520.00	\$110.00	\$880.00	\$124.45	\$995.60	\$133.61	\$1,068.88	\$128.00	\$1,024.00
27	HP Q2672A	EA	8	\$10.00	\$80.00	\$65.00	\$520.00	\$110.00	\$880.00	\$124.45	\$995.60	\$133.61	\$1,068.88	\$128.00	\$1,024.00
28	HP Q2673A	EA	8	\$10.00	\$80.00	\$65.00	\$520.00	\$110.00	\$880.00	\$124.45	\$995.60	\$133.61	\$1,068.88	\$128.00	\$1,024.00

10-2

**Purchasing Department
Montgomery County Commission**

29	HP Q6470A	EA	8	\$115.00	\$920.00	\$130.00	\$1,040.00	\$124.87	\$998.96	\$124.85	\$998.80	\$133.37	\$1,066.96	\$123.90	\$991.20
30	HP Q6471A	EA	8	\$70.00	\$560.00	\$130.00	\$1,040.00	\$124.45	\$995.60	\$124.45	\$995.60	\$131.58	\$1,052.64	\$124.70	\$997.60
31	HP Q6472A	EA	8	\$70.00	\$560.00	\$130.00	\$1,040.00	\$124.45	\$995.60	\$124.45	\$995.60	\$131.58	\$1,052.64	\$124.70	\$997.60
32	HP Q6473A	EA	8	\$70.00	\$560.00	\$130.00	\$1,040.00	\$124.45	\$995.60	\$124.45	\$995.60	\$131.58	\$1,052.64	\$124.45	\$995.60
33	HP Q7581A	EA	8	\$100.00	\$800.00	\$120.00	\$960.00	\$135.00	\$1,080.00	\$160.60	\$1,284.80	\$172.42	\$1,379.36	\$165.15	\$1,321.20
34	HP Q7582A	EA	8	\$100.00	\$800.00	\$120.00	\$960.00	\$135.00	\$1,080.00	\$160.60	\$1,284.80	\$172.42	\$1,379.36	\$165.15	\$1,321.20
35	HP Q7583A	EA	8	\$100.00	\$800.00	\$120.00	\$960.00	\$135.00	\$1,080.00	\$160.60	\$1,284.80	\$172.42	\$1,379.36	\$165.15	\$1,321.20
36	HP C9720A	EA	8	\$129.00	\$1,032.00	\$140.00	\$1,120.00	\$155.00	\$1,240.00	\$168.05	\$1,344.40	\$180.44	\$1,443.52	\$166.75	\$1,334.00
37	HP C9721A	EA	8	\$165.00	\$1,320.00	\$160.00	\$1,280.00	\$165.00	\$1,320.00	\$227.70	\$1,821.60	\$219.00	\$1,752.00	\$225.40	\$1,803.20
38	HP C9722A	EA	8	\$165.00	\$1,320.00	\$160.00	\$1,280.00	\$165.00	\$1,320.00	\$227.70	\$1,821.60	\$219.00	\$1,752.00	\$225.40	\$1,803.20
39	HP C9723A	EA	8	\$165.00	\$1,320.00	\$160.00	\$1,280.00	\$165.00	\$1,320.00	\$227.70	\$1,821.60	\$219.00	\$1,752.00	\$225.40	\$1,803.20
40	HP Q5950A	EA	8	\$150.00	\$1,200.00	\$157.00	\$1,256.00	\$167.75	\$1,342.00	\$167.75	\$1,342.00	\$180.10	\$1,440.80	\$172.05	\$1,376.40
41	HP Q5951A	EA	8	\$190.00	\$1,520.00	\$199.00	\$1,592.00	\$200.00	\$1,600.00	\$238.50	\$1,908.00	\$256.10	\$2,048.80	\$244.65	\$1,957.20
42	HP Q5952A	EA	8	\$170.00	\$1,360.00	\$199.00	\$1,592.00	\$200.00	\$1,600.00	\$238.50	\$1,908.00	\$256.10	\$2,048.80	\$244.65	\$1,957.20
43	HP Q5953A	EA	8	\$170.00	\$1,360.00	\$199.00	\$1,592.00	\$200.00	\$1,600.00	\$238.50	\$1,908.00	\$256.10	\$2,048.80	\$244.65	\$1,957.20
44	HP CE321A	EA	8	\$54.00	\$432.00	\$51.50	\$412.00	\$51.93	\$415.44	\$51.95	\$415.60	\$55.75	\$446.00	\$52.45	\$419.60
45	HP CE322A	EA	8	\$54.00	\$432.00	\$51.50	\$412.00	\$51.93	\$415.44	\$51.95	\$415.60	\$55.75	\$446.00	\$52.45	\$419.60
46	HP CE323A	EA	8	\$54.00	\$432.00	\$51.50	\$412.00	\$51.93	\$415.44	\$51.95	\$415.60	\$55.75	\$446.00	\$52.45	\$419.60
47	HP CE320A	EA	8	\$57.00	\$456.00	\$53.10	\$424.80	\$54.59	\$436.72	\$54.60	\$436.80	\$58.61	\$468.88	\$55.15	\$441.20
48	HP CE252A	EA	8	\$200.00	\$1,600.00	\$173.00	\$1,384.00	\$204.45	\$1,635.60	\$204.45	\$1,635.60	\$219.51	\$1,756.08	\$209.70	\$1,677.60
49	HP CE253A	EA	8	\$200.00	\$1,600.00	\$173.00	\$1,384.00	\$204.45	\$1,635.60	\$204.45	\$1,635.60	\$219.51	\$1,756.08	\$209.70	\$1,677.60
50	HP CP3525X	EA	8	\$200.00	\$1,600.00	\$173.00	\$1,384.00	\$204.45	\$1,635.60	\$204.45	\$1,635.60	\$219.51	\$1,756.08	\$209.70	\$1,677.60
51	HP CE250X	EA	8	\$140.00	\$1,120.00	\$123.00	\$984.00	\$151.08	\$1,208.64	\$151.10	\$1,208.80	\$162.20	\$1,297.60	\$152.60	\$1,220.80
52	HP Q2612A	EA	8	\$60.00	\$480.00	\$55.00	\$440.00	\$56.50	\$452.00	\$57.00	\$456.00	\$59.99	\$479.92	\$60.70	\$485.60
53	HP CC530AD	EA	8	\$140.00	\$1,120.00	\$142.00	\$1,136.00	\$95.08	\$760.64	\$136.30	\$1,090.40	\$143.98	\$1,151.84	\$137.55	\$1,100.40
54	HP CC531A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
55	HP CC364X	EA	8	\$220.00	\$1,760.00	\$224.00	\$1,792.00	\$236.33	\$1,890.64	\$236.30	\$1,890.40	\$253.72	\$2,029.76	\$250.55	\$2,004.40
56	HP C4127X	EA	8	\$90.00	\$720.00	\$89.00	\$712.00	\$99.00	\$792.00	\$138.50	\$1,108.00	\$99.00	\$792.00	\$137.45	\$1,099.60
57	HP C8061X	EA	8	\$90.00	\$720.00	\$89.00	\$712.00	\$99.00	\$792.00	\$138.50	\$1,108.00	\$148.70	\$1,189.60	\$142.10	\$1,136.80
58	HP Q1338A	EA	8	\$120.00	\$960.00	\$121.50	\$972.00	\$130.00	\$1,040.00	\$145.10	\$1,160.80	\$155.77	\$1,246.16	\$143.60	\$1,148.80
59	HP Q5942X	EA	8	\$188.00	\$1,504.00	\$189.00	\$1,512.00	\$212.91	\$1,703.28	\$212.90	\$1,703.20	\$199.00	\$1,592.00	\$225.15	\$1,801.20
60	HP CE505A	EA	8	\$99.00	\$792.00	\$66.50	\$532.00	\$68.00	\$544.00	\$65.00	\$520.00	\$73.35	\$586.80	\$70.10	\$560.80
61	HP CE505X	EA	8	\$120.00	\$960.00	\$116.50	\$932.00	\$125.35	\$1,002.80	\$125.35	\$1,002.80	\$119.00	\$952.00	\$126.60	\$1,012.80
62	HP CF280A	EA	8	\$110.00	\$880.00	\$83.00	\$664.00	\$79.10	\$632.80	\$79.10	\$632.80	\$84.91	\$679.28	\$81.15	\$649.20
63	HP CE410A	EA	8	\$79.00	\$632.00	\$69.00	\$552.00	\$64.62	\$516.96	\$64.65	\$517.20	\$69.38	\$555.04	\$66.00	\$528.00
64	HP CE411A	EA	8	\$99.00	\$792.00	\$86.00	\$688.00	\$92.06	\$736.48	\$88.00	\$704.00	\$98.83	\$790.64	\$94.45	\$755.60
65	HP CE412A	EA	8	\$99.00	\$792.00	\$86.00	\$688.00	\$92.06	\$736.48	\$88.00	\$704.00	\$98.83	\$790.64	\$94.45	\$755.60

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**Purchasing Department
Montgomery County Commission**

66	HP CE413A	EA	8	\$99.00	\$792.00	\$86.00	\$688.00	\$92.06	\$736.48	\$88.00	\$704.00	\$98.83	\$790.64	\$94.45	\$755.60
67	HP CD971AN	EA	8	\$17.00	\$136.00	\$17.00	\$136.00	\$16.54	\$132.32	\$16.55	\$132.40	\$17.76	\$142.08	\$16.90	\$135.20
68	HP CH634AN	EA	8	\$8.00	\$64.00	\$8.00	\$64.00	\$7.49	\$59.92	\$7.50	\$60.00	\$8.04	\$64.32	\$8.15	\$65.20
69	HP CH635AN	EA	8	\$8.00	\$64.00	\$8.00	\$64.00	\$7.49	\$59.92	\$7.50	\$60.00	\$8.04	\$64.32	\$8.15	\$65.20
70	HP CH636AN	EA	8	\$8.00	\$64.00	\$8.00	\$64.00	\$7.49	\$59.92	\$7.50	\$60.00	\$8.04	\$64.32	\$8.15	\$65.20
71	HP C9385AN	EA	8	\$18.00	\$144.00	\$21.00	\$168.00	\$19.62	\$156.96	\$19.65	\$157.20	\$20.97	\$167.76	\$20.50	\$164.00
72	HP C9386AN	EA	8	\$13.00	\$104.00	\$15.00	\$120.00	\$14.55	\$116.40	\$14.60	\$116.80	\$15.55	\$124.40	\$15.25	\$122.00
73	HP C9387AN	EA	8	\$13.00	\$104.00	\$15.00	\$120.00	\$14.55	\$116.40	\$14.60	\$116.80	\$15.55	\$124.40	\$15.25	\$122.00
74	HP C9388AN	EA	8	\$13.00	\$104.00	\$15.00	\$120.00	\$14.55	\$116.40	\$14.60	\$116.80	\$15.55	\$124.40	\$15.25	\$122.00
75	HP C4902AN	EA	8	\$20.00	\$160.00	\$21.50	\$172.00	\$20.70	\$165.60	\$20.75	\$166.00	\$21.88	\$175.04	\$21.75	\$174.00
76	HP C4903AN	EA	8	\$15.00	\$120.00	\$16.00	\$128.00	\$15.32	\$122.56	\$15.35	\$122.80	\$16.44	\$131.52	\$16.10	\$128.80
77	HP C4904AN	EA	8	\$15.00	\$120.00	\$16.00	\$128.00	\$15.32	\$122.56	\$15.35	\$122.80	\$16.44	\$131.52	\$16.10	\$128.80
78	HP C4905AN	EA	8	\$15.00	\$120.00	\$16.00	\$128.00	\$15.32	\$122.56	\$15.35	\$122.80	\$16.44	\$131.52	\$16.10	\$128.80
79	HP Q5949A	EA	8	\$30.00	\$240.00	\$66.00	\$528.00	\$71.00	\$568.00	\$77.70	\$621.60	\$82.15	\$657.20	\$79.70	\$637.60
80	HP C4096A	EA	8	\$30.00	\$240.00	\$74.00	\$592.00	\$79.00	\$632.00	\$108.95	\$871.60	\$116.92	\$935.36	\$112.00	\$896.00
81	HP Q2610A	EA	8	\$40.00	\$320.00	\$94.00	\$752.00	\$105.00	\$840.00	\$130.85	\$1,046.80	\$140.50	\$1,124.00	\$134.60	\$1,076.80
82	HP C4191A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$33.00	\$264.00	\$29.22	\$233.76	\$26.25	\$210.00
83	HP C4192A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$49.00	\$392.00	\$46.67	\$373.36	\$26.00	\$208.00
84	HP C4193A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$49.00	\$392.00	\$46.67	\$373.36	\$26.00	\$208.00
85	HP C4194A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$49.00	\$392.00	\$46.67	\$373.36	\$26.00	\$208.00
86	HP C8543X	EA	8	\$249.00	\$1,992.00	\$210.00	\$1,680.00	\$236.50	\$1,892.00	\$236.50	\$1,892.00	\$199.00	\$1,592.00	\$250.05	\$2,000.40
87	HP C9371A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
88	HP C9372A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
89	HP C9373A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
90	HP C9374A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
91	HP C9403A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
92	IBM 63H2401	EA	8	\$10.00	\$80.00	\$67.00	\$536.00	\$25.00	\$200.00	\$64.00	\$512.00	\$64.83	\$518.64	\$101.85	\$814.80
93	LEX 13T0101	EA	8	\$10.00	\$80.00	\$35.00	\$280.00	\$67.70	\$541.60	\$50.00	\$400.00	\$67.86	\$542.88	\$42.00	\$336.00
94	LEX 08A0476	EA	8	\$10.00	\$80.00	\$45.00	\$360.00	\$92.01	\$736.08	\$96.40	\$771.20	\$102.48	\$819.84	\$106.75	\$854.00
95	LEX 12A7400	EA	8	\$10.00	\$80.00	\$60.00	\$480.00	\$92.01	\$736.08	\$96.40	\$771.20	\$102.51	\$820.08	\$98.65	\$789.20
96	LEX 24035SA	EA	8	\$40.00	\$320.00	\$62.00	\$496.00	\$97.31	\$778.48	\$101.50	\$812.00	\$107.90	\$863.20	\$103.80	\$830.40
97	LEX E250A21A	EA	8	\$70.00	\$560.00	\$81.00	\$648.00	\$118.40	\$947.20	\$123.50	\$988.00	\$131.30	\$1,050.40	\$126.30	\$1,010.40
98	LEX 1380850	EA	8	\$10.00	\$80.00	\$30.00	\$240.00	\$25.00	\$200.00	\$256.40	\$2,051.20	\$272.57	\$2,180.56	\$273.00	\$2,184.00
99	LEX 12A7462	EA	8	\$90.00	\$720.00	\$250.00	\$2,000.00	\$314.40	\$2,515.20	\$327.60	\$2,620.80	\$348.36	\$2,786.88	\$337.05	\$2,696.40
100	LEX 12A7362	EA	8	\$90.00	\$720.00	\$250.00	\$2,000.00	\$375.77	\$3,006.16	\$390.85	\$3,126.80	\$415.69	\$3,325.52	\$402.80	\$3,222.40
101	OCE 794-3	EA	8	\$40.00	\$320.00	\$60.00	\$480.00	\$74.00	\$592.00	\$48.00	\$384.00	\$71.40	\$571.20	\$73.90	\$591.20
102	OCE 824-6	EA	8	\$115.00	\$920.00	\$38.00	\$304.00	\$149.50	\$1,196.00	\$142.00	\$1,136.00	\$137.13	\$1,097.04	\$141.90	\$1,135.20

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**Purchasing Department
Montgomery County Commission**

103	OCE 487-2	EA	8	\$50.00	\$400.00	\$40.00	\$320.00	\$51.00	\$408.00	\$107.00	\$856.00	\$110.53	\$884.24	\$47.25	\$378.00
104	OCE 670-5	EA	8	\$65.00	\$520.00	\$30.00	\$240.00	\$99.50	\$796.00	\$147.00	\$1,176.00			\$189.00	\$1,512.00
105	OCE 666-5	EA	8	\$33.00	\$264.00	\$52.00	\$416.00	\$44.50	\$356.00	\$22.50	\$180.00	\$32.13	\$257.04	\$94.50	\$756.00
106	OCE 461-3	EA	8	\$35.00	\$280.00	\$30.00	\$240.00	\$74.50	\$596.00	\$63.00	\$504.00			\$119.70	\$957.60
107	OCE 485-5	EA	8	\$85.00	\$680.00	\$65.00	\$520.00	\$74.50	\$596.00	\$72.60	\$580.80	\$48.86	\$390.88	\$73.50	\$588.00
108	OCE FX 485-5	EA	8	\$85.00	\$680.00	\$65.00	\$520.00	\$74.50	\$596.00	\$72.60	\$580.80	\$48.86	\$390.88	\$73.50	\$588.00
109	XEROX 108R00669	EA	8	\$50.00	\$400.00	\$59.00	\$472.00	\$102.90	\$823.20	\$104.20	\$833.60	\$109.44	\$875.52	\$104.00	\$832.00
110	XEROX 108R00670	EA	8	\$50.00	\$400.00	\$59.00	\$472.00	\$102.90	\$823.20	\$104.20	\$833.60	\$109.44	\$875.52	\$104.00	\$832.00
111	XEROX 108R00671	EA	8	\$50.00	\$400.00	\$59.00	\$472.00	\$102.90	\$823.20	\$104.20	\$833.60	\$109.44	\$875.52	\$104.00	\$832.00
112	XEROX 108R00668	EA	8	\$50.00	\$400.00	\$45.00	\$360.00	\$60.91	\$487.28	\$61.00	\$488.00	\$64.78	\$518.24	\$64.50	\$516.00
113	XEROX 113R00711	EA	8	\$140.00	\$1,120.00	\$150.00	\$1,200.00	\$176.85	\$1,414.80	\$176.95	\$1,415.60	\$188.09	\$1,504.72	\$175.90	\$1,407.20
TOTAL BID AMOUNTS					\$62,178.48		\$70,716.80		\$81,863.68		\$90,400.40		\$92,471.60		\$93,341.20

10-5

FEB 17 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 11

DEPARTMENT: County Comm Appropriations 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
Blue Gray National Collegiate Tennis Classic	001-57201.441	0	5,000	5,000
In House Misc. Appropriations	001-59310.498	67,500	(5,000)	62,500
TOTAL		67,500	0	67,500

JUSTIFICATION:

Appropriate funds for the 2015 Blue Gray National Collegiate Tennis Classic to be held in Montgomery. Total appropriation is \$8,000 with \$3,000 from Commissioners discretionary funds.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT:	County Comm Appropriations	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
Alabama Shakespeare Festival	001-57700.290	75,000	25,000	100,000
In House Economic Appropriations	001-59310.492	42,500	(25,000)	17,500
TOTAL		117,500	0	117,500

JUSTIFICATION:

Appropriate funds to the Alabama Shakespeare Festival for the SchoolFest Educational Program.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, 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 Detention Facility Accounts Manager

Position Number 4

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$35,600 - \$50,677 Grade A06 -S1

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

Derrick Cunningham
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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 113

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$20,244 Grade PCT

Corrections Officer - \$30,456 - \$43,356 Grade PC1

Derrick Cunningham
Department Head

Date January 28, 2015

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 148

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$20,244 Grade PCT

Corrections Officer - \$30,456 - \$43,356 Grade PC1

Derrick Cunningham
Department Head

Date January 28, 2015

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

DEPARTMENT HEAD: Derrick Cunningham, 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 / Corrections Officer Trainee

Position Number 213

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$20,244 Grade PCT
Corrections Officer - \$30,456 - \$43,356 Grade PC1

Derrick Cunningham
Department Head

Date January 28, 2015

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 _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 29, 2015

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Requested Fill Request Approvals
Montgomery County Sheriff's Office

This is a request to reorganize the unarmed Court Security Officers (CSO) with Deputy Sheriffs. This will enable Sheriff Cunningham to provide more enhanced law enforcement presence in all county buildings and at the same time be able to supplement patrol operations in the county by putting more deputies on the streets.

The Court Security Officers (CSO) are unarmed civilians which are located at the entrances of county facilities and deliver civil papers in non-hostile environments.

By moving toward this program, it will also provide new deputies for Sheriff Cunningham to use in different areas within the organization. We are enclosing the cost and benefit breakdowns to include the work schedule which will show a substantial savings for the county.

At this time, we do not wish to fill the four (4) current vacancies for Court Security Officers (CSO). We are requesting that these positions be replaced with ten (10) part-time Deputy Sheriffs.

These personnel are APOST Certified Law Enforcement Officers and will function the same as a full time Deputy Sheriff.

Your assistance is greatly appreciated.

DB/crv
encls.

cc: Mek Abebe, Payroll
Priscilla Williams, Payroll

MAILING ADDRESS
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

14-2

Sheriff CSO Position Comparison

Position		Wage	Tax	Benefit	Total
Court Security Officer	80 hours	28,223	2,160	10,123	40,506
Part Time Deputy	40 hours	17,910	1,370	179	19,459
Part Time Deputy	40 hours	17,910	1,370	179	19,459
		35,820	2,740	358	38,918
Cost Savings					<u>1,588</u>

Effect on 2015 Budget:

Current Vacant CSO positions (4) that won't be filled	Budgeted Amount	181,355
	Amount used	<u>(14,449)</u>
	Available Budget	166,906
Estimated 2015 Cost for 10 Positions (8 months)		129,727

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin 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

Position Number 1

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham

Department Head

Date February 10, 2015

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: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin 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

Position Number 2

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

- | | |
|---------------------------------|------------------|
| () Promotional Register | () Transfer |
| (X) Open Competitive Register | () Reemployment |

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)



Department Head

Date February 10, 2015

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

COMPLETED ACTION DATES

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

1. Position Title Deputy Sheriff

Position Number 3

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
Department Head

Date February 10, 2015

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 _____

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

COMPLETED ACTION DATES

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

1. Position Title Deputy Sheriff

Position Number 4

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
 Department Head

Date February 10, 2015

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 _____
 Date _____

() Payroll entered by _____

POSITION FILL REQUEST

ORIGINAL

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: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff

Position Number 5

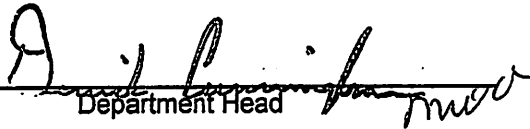
Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)


Department Head

Date February 10, 2015

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 _____

POSITION FILL REQUEST

ORIGINAL

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: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff

Position Number 6

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
Department Head *me*

Date February 10, 2015

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 _____

POSITION FILL REQUEST

ORIGINAL

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: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff

Position Number 7

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
Department Head

Date February 10, 2015

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

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

COMPLETED ACTION DATES

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

1. Position Title Deputy Sheriff
Position Number 8

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
Department Head

Date February 10, 2015

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 _____

POSITION FILL REQUEST

ORIGINAL

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: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff

Position Number 9

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
Department Head mu

Date February 10, 2015

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 _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin 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

Position Number 10

Proposed Effective Date February 17, 2015

Type of Appointment () Permanent (X) Part-Time

Recruiting

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

Pay Grade Deputy Sheriff - \$17.9188 / Hour (PS1)

Derrick Cunningham
Department Head *mu*

Date February 10, 2015

2. Administrative Review

- () Approved
- () Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee:

Appointing Authority _____

Date _____

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

DA

DISTRICT ATTORNEY POSITION FILL REQUEST

ORIGINAL

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Daryl D. Bailey

POSITION TITLE: Chief InvestigatorPOSITION NO: 400002004PROPOSED EFFECTIVE DATE: February 17, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: PS7-01 – PS7-13 SALARY RANGE: \$74,954 - \$106,699

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2Funding**3**

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

DA
DISTRICT ATTORNEY
POSITION FILL REQUEST

ORIGINAL

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Michael J. Thomas

POSITION TITLE: Investigator III

POSITION NO: 400002005

PROPOSED EFFECTIVE DATE: February 17, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: PS6-01 – PS6-13 SALARY RANGE: \$63,015 - \$89,704

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

ORIGINAL

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Michael J. Thomas

POSITION TITLE: Investigator I

POSITION NO: 430002010

PROPOSED EFFECTIVE DATE: February 17, 2015

TYPE OF APPOINTMENT: ☒ **PERMANENT** ☐ **TEMPORARY**

RECRUITING:

(X) OPEN () TRANSFER

☐ PROMOTION ☒ PROMOTION/TRANSFER

PAY GRADE: PS5-01 – PS5-13 SALARY RANGE: \$54,021 - \$76,901

Pay step to be based upon the following rules:

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

***Merit dates do not change.**

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

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2 Funding

3 SELECTEE: _____

Appointing Authority Signature – District Attorney Office **Date:**

4 () Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

SUPERVISOR: Michael J. Thomas

SUPERVISOR: Michael J. Thomas

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ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James Kelley., Assistant County Engineer

1. 1/27/2015 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Civil Engineering Tech I (0627)

POSITION NUMBER 640627006

PROPOSED EFFECTIVE DATE February 17, 2015

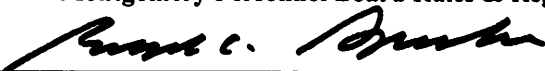
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A05) (\$31,708 - \$45,138) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



DATE January 27, 2015

Department Head

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 _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

FEB 17 2015

Date: February 5, 2015

To: Donald L. Mims, Administrator

From: Daryl D. Bailey

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Al

Departure Date: February 18, 2015

Return Date: February 18, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend: Alabama Senate & House Judiciary Committee Meeting

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. Mike Thomas 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 001-51261-265

Additional Comments: _____

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51261.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$2,000.00

Approved Requests: \$1,138.91

Budget Available: \$861.09

Current Requests: \$50.00

Budget Balance: \$811.09

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

FEB 17 2015

Date: February 5, 2015

To: Donald L. Mims, Administrator

From: Daryl D. Bailey

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: February 20, 2015

Return Date: February 20, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Interview potential interns at Cumberland

Traveler (s) Name: 1. Azzie Taylor 4. Chris Moore
2. Sam Ford 5. _____
3. Ben McGough 6. _____

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

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

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

Additional Comments: _____

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$65,000.00

Approved Requests: \$8,455.00

Budget Available: \$56,545.00

Current Requests: \$100.00

Budget Balance: \$56,445.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 17 2015

Request # 20

Date: February 5, 2015

To: Donald L. Mims, Administrator

From: Daryl D. Bailey

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL

Departure Date: March 17, 2015

Return Date: March 17, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Interview potential interns at University of Alabama

Traveler (s) Name: 1. Azzie Taylor

4. Chris Moore

2. Sam Ford

5. _____

3. Ben McGough

6. _____

Check Mode of Transportation:

County Vehicle

X

Commercial Air

Private Vehicle

Other (Specify)

Total (est.) Cost: \$100.00

Advance Registration Required: \$0.00

Department Name: District Attorney

Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$65,000.00

Approved Requests: \$8,455.00

Budget Available: \$56,545.00

Current Requests: \$200.00

Budget Balance: \$56,345.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/6/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

Agenda

FEB 17 2015

Date: February 11, 2015

To: Donald L. Mims, Administrator

From: Daryl D. Bailey

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dallas, Texas

Departure Date: March 15, 2015 Return Date: March 18, 2015

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: 2015 Conference on Crimes Against Women & Focus on Prosecution

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

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

Total (est.) Cost: \$1,498.00 Advance Registration Required: \$350.00

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

Additional Comments: _____

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,498.00 and advance registration of \$350.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$65,000.00

Approved Requests: \$8,455.00

Budget Available: \$56,545.00

Current Requests: \$1,698.00

Budget Balance: \$54,847.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 17 2015

Request # 22

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Charleston, South Carolina
Departure Date: July 28, 2015 Return Date: August 1, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Association of Government Attorneys in Capital Litigation Annual Conference

Traveler (s) Name: 1. Michele Davidson 4. Chris Moore
2. Katie Langer 5. _____
3. Ben McGough 6. _____

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

Total (est.) Cost: \$5,760.00 Advance Registration Required: \$2,380.00

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

Additional Comments: _____

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$5,760.00 and advance registration of \$2,380.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$65,000.00</u>	
Approved Requests:	<u>\$8,455.00</u>	
Budget Available:	<u>\$56,545.00</u>	
Current Requests:	<u>\$7,458.00</u>	
Budget Balance:	<u>\$49,087.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

FEB 17 2015

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: June 5, 2015 Return Date: June 5, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST 2015 CRE Update Class (First Offering) in Hoover, AL on
06/05/2015. Mandatory Required Annual CRE Class. Attendees Will Each Earn
8 CPE Hours Toward Their Annual CRE Certification Requirements.

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

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

Total (est.) Cost: \$796.35 Advance Registration Required: \$450.00

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

Additional Comments: Registration Fees of \$450 total (or \$150 each) to be billed to Montgomery County
Commission Tax & Audit Department by Auburn University Center for
Governmental Services. Meals \$60. Mileage \$286.35. Lodging \$0.

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

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$796.35 and advance registration of \$450.00 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>\$3,356.83</u>	
Budget Available:	<u>\$5,243.17</u>	
Current Requests:	<u>\$796.35</u>	
Budget Balance:	<u>\$4,446.82</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

18-6

Montgomery County Commission
Travel / Training Request Approval



Appendix C

Request # 10

Agenda

FEB 17 2015

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: July 17, 2015 Return Date: July 17, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Special Issues for Sales and Use Tax Class (Second Offering) in Hoover, AL On July 17, 2015. Attendee Will Each Earn 8 CPE Hrs. Toward Her Annual CRE Certification Requirements.

Traveler (s) Name: 1. Twyla Jackson 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. Lodging \$0.

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

The above request is app. 02/17/15 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>\$3,356.83</u>	
Budget Available:	<u>\$5,243.17</u>	
Current Requests:	<u>\$1,056.80</u>	
Budget Balance:	<u>\$4,186.37</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/11/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

John
Agenda

FEB 17 2015

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: May 20, 2015 Return Date: May 22, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend ALTIST CRE Course IV: Examination Tools & Techniques in Hoover, AL on 5/20 through 5/22/2015. The 20 CPE hrs. earned will apply toward initial CRE designation. 3rd of 4 classes required to earn CRE certification.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$747.95 Advance Registration Required: \$250.00

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

Additional Comments: Registration Fees of \$250 to be direct billed to Montgomery County Commission Tax & Audit Department by Auburn University Center for Governmental Services. Lodging \$287.50. Meals \$115.00. Mileage \$95.45.

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

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the approximate amount of \$747.95 and advance registration of \$250.00 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>\$3,356.83</u>	
Budget Available:	<u>\$5,243.17</u>	
Current Requests:	<u>\$1,804.75</u>	
Budget Balance:	<u>\$3,438.42</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Agenda

FEB 17 2015

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, AL
Departure Date: Tuesday, March 24, 2015 Return Date: Thursday, March 26, 2015
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Symposium on Child Abuse

Traveler (s) Name: 1. Sgt. Rick Thompson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$800.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$800.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$9,106.31</u>	
Budget Available:	<u>\$15,893.69</u>	
Current Requests:	<u>\$800.00</u>	
Budget Balance:	<u>\$15,093.69</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

18-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Agenda

FEB 17 2015

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: College Station, Texas
Departure Date: Monday, June 22, 2015 Return Date: Friday, June 26, 2015
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend Enhanced Incident Management / Unified Command for All Hazards
Law Enforcement Course

Traveler (s) Name: 1. Sgt. Wesley Richerson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$675.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: all expenses except the rental car fee and meals covered by FEMA

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$675.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$9,306.31</u>	
Budget Available:	<u>\$15,693.69</u>	
Current Requests:	<u>\$1,475.00</u>	
Budget Balance:	<u>\$14,218.69</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

18-10

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 17 2015

Request # 13

Date: February 2, 2015

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: April 8, 2015

Return Date: April 10, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: AL III: Basic Mapping

Traveler (s) Name: 1. Tammy Linton 4. _____
2. LaNitra Wilson 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$275/each

Total Cost: \$550.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$550.00 and advance registration of \$550.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51985.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$30,000.00

Approved Requests: \$12,246.73

Budget Available: \$17,753.27

Current Requests: \$550.00

Budget Balance: \$17,203.27

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/4/2015

cc: Finance Director / Buyer

18-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 17 2015

Request # 14

Date: February 11, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Denver, Colorado
Departure Date: June 21, 2015 Return Date: June 27, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: URISA Leadership Academy

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,103.00 Advance Registration Required: \$1,000.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$1,000.00 HOTEL: \$978.00(6 nights \$163/night)
AIRFARE: \$500.00 MEALS: \$525.00 (\$75/day) SHUTTLE \$100.00
Total Cost: \$3103.00

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

The above request is app. 02/17/15 reimbursement of actual and necessary expenses in the
approximate amount of \$3,103.00 and advance registration of \$1,000.00 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>\$12,246.73</u>	
Budget Available:	<u>\$17,753.27</u>	
Current Requests:	<u>\$3,653.00</u>	
Budget Balance:	<u>\$14,100.27</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2015

cc: Finance Director / Buyer

18-12

Renovations to Annex 1 - Third Floor for the District Attorney & Child Support for the Montgomery County Commission

Description:	Contingency Allowance:
10% Contingency per October 18, 2013 project budget	\$382,500.00
Change Order #1	-\$155,122.00
- Add County IT work to expand County services to new areas	
Note: IT work is \$139,186.00 of the \$155,122.00	
- Furring at existing structural clay tile walls.	
- New louvered hollow metal door for 1st Floor Phone Closet	
- Miscellaneous Plumbing	
- Replace deteriorated restroom floor setting beds	
- Repair to existing fire wall at existing Janitor's Closet	
Change Order #2	-\$224,133.00
- Relocate hot water heater and hub drain	
- Demo existing ceiling in Toilet 348	
- DA requested modifications	
- Repair and complete 2-Hr fire wall at Corridor 300A	
- Replace Existing HVAC supports	
- Alter HM frames and repair and complete 1-HR fire walls at Lobby 375	
- Remove and replace two HM frames at Public Lobby 300	
Justification - DA is contributing \$50,000.00 towards the DA Requested Modifications	\$50,000.00
Sub-Total: (Current to date)	\$53,245.00



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Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER: ☒
Renovations & Alterations to the Montgomery County Courthouse - Annex 1. District Attorney & Child Support Suites for the Montgomery County Commission	DATE: February 10, 2015	ARCHITECT: ☒
		CONTRACTOR: ☒
		FIELD: ☐
		OTHER: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 1208GVC	
Russell Construction of Alabama, Inc. 1616 Mt. Meigs Road Montgomery, AL 36107	CONTRACT DATE: July 21, 2014	
	CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

ADD DA requested modifications.....	(42 Days).....	\$190,713.00
ADD Relocate hot water heater & hub drain at communication mezzanine.....		\$ 2,083.00
ADD Demo existing plaster ceiling in toilet 3-48.....		\$ 456.00
ADD Repair & complete 2-hour fire wall at secure corridor 300A.....	(3 Days).....	\$ 5,769.00
ADD Alter HM frame & door for existing wall openings & repair and complete 1-hour wall at south lobby 300 at Adams Avenue.....	(5 Days).....	\$ 5,803.00
ADD Remove & replace existing hollow metal door frame * associated wall repairs.....		\$ 3,778.00
ADD Replace existing wood timber HVAC roof supports with code compliant steel supports.....		\$ 15,531.00

TOTAL.....\$224,133.00

The original Contract Sum was	\$	2,850,274.00
The net change by previously authorized Change Orders	\$	155,122.00
The Contract Sum prior to this Change Order was	\$	3,005,396.00
The Contract Sum will be increased by this Change Order in the amount of	\$	224,133.00
The new Contract Sum including this Change Order will be	\$	3,229,529.00

The Contract Time will be increased by Fifty (50) days.

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

PH&J Architects, Inc. ARCHITECT (Firm name)	Russell Construction of Alabama, Inc. CONTRACTOR (Firm name)	Montgomery County Commission OWNER (Firm name)
P.O. Box 215 Montgomery, AL 36101-0125 ADDRESS	1616 Mt Meigs Road Montgomery, AL 36107 ADDRESS	P.O. Box 1667 Montgomery, AL 36102 ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Patrick Addison (Typed name)	Steve Russell, President (Typed name)	Elton Dean, Sr. Chairman (Typed name)
DATE	DATE	DATE

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User Notes:

(1279603060)

19-3

CHANGE ORDER NUMBER TWO SUMMARY SHEET

Renovations and Alterations to the Montgomery County Courthouse Annex 1 Building
District Attorney & Child Support Suites

PH&J #1208-GVC

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
A	13	DA Requested Modifications	\$190,713.00	42
Unforeseen Conditions:				
B	10	Relocate Hot Water Heater and Hub Drain at Communication Mezzanine	\$2,083.00	0
C	12	Demo Existing Plaster Ceiling in Toilet 348	\$456.00	0
D	15	Repair & Complete 2-Hour Fire Wall at Secure Corridor 300A	\$5,769.00	3
E	17	Alter HM Frame and Door for existing wall openings and repair & Complete 1-Hour wall at South Lobby 300 at Adams Avenue	\$5,803.00	5
F	18	Remove and Replace existing Hollow Metal Door Frame and associated wall repairs	\$3,778.00	0
Code Compliant:				
G	16	Replace existing wood Timber HVAC roof supports with code compliant steel supports	\$15,531.00	0
TOTALS			\$224,133.00	50

RFP = Request for Proposal Number



PCO # 13

Proposed Change Order # 13

Russell Construction of Alabama
1616 Mt Meigs Rd.
Montgomery, AL 36106
334-215-1617 - o 334-215-1616 - f

PROJECT:	MCC Annex 1 - DA & Child Support Suites
PROJECT NO:	D22 - 1208GVC

DATE:	27-Jan-15
-------	-----------

Change Description					
RFP # 05 - Alterations to DA's office and Phase 2					
Item #	Description	Qty	Unit	Cost	Total
1	Allowance 1 - Shelving	1	LS	5,000	5,000
2	Allowance 2 - Unforeseen Conditions	1	LS	15,000	15,000
3	Allowance 3 - Reception Desk	1	LS	4,000	4,000
4	Demolition of gyp materials and walls	1	Day	444	444
5	Clean-up & removal	2	EA	120	240
6	Continious clean-up lower floors	6	Wks	222	1,334
7	clean stencil & residue	1	LS	272	272
8	Rough carpentry materials	1	LS	450	450
9	Rough carpentry - platform installation	2	Days	448	896
10	Rough carpentry - platform removal	2	Days	448	896
11	Blocking (M & L)	1	LS	672	672
12	Cabinetry & Millwork	1	LS	18,093	18,093
13	Sealants	1	LS	770	770
14	Doors Frames & Hardware	1	LS	6,181	6,181
15	Door frame installation	11	EA	55	605
16	Door & hardware installation	12	EA	125	1,500
17	Cartage	0.5	Day	222.00	111
18	Add for HM wing wall omitted	1	LS	160.00	160
19	Glass & Glazing	1	LS	300.00	300
20	Drywall, Gyp & ACT	1	LS	25,642	25,642
21	ACT ceiling omitted from calculation	1	LS	1,088	1,088
22	Misc ceiling R & R for plumbing access	250	SF	3.00	750
23	Add for plumbing plaster	1	LS	900	900
24	Floorcovering	1	LS	3,979	3,979
25	Paint	1	LS	9,471	9,471
26	stencil (M & L)	1	LS	272.00	272
27	Black-out glazing	1	LS	225.00	225
28	Delete VL-4	-1	EA	294.00	(294)
29	Add RS3	5	EA	111.53	558
30	Add backplate	3	EA	6.00	18
31	Add RS2	-1	EA	96.55	(97)
32	Add RS 15	-1	EA	176.00	(176)
33	Plumbing	1	LS	17,356	17,356

Change Description					
RFP # 05 - Alterations to DA's office and Phase 2					
Item #	Description	Qty	Unit	Cost	Total
34	Mechanical	1	LS	12,482	12,482
35	Electrical Additions	1	LS	14,299	14,299
36	Plan Reproduction	1	LS	90	90
					-
37	Estimating	1.00	LS	600	600.00
38	Disposable material & small tools	2.00	EA	100	200.00
39	Supervision	0.00	DAY	250	-
40	Project mgt.	5.00	DAY	346	1,730.00
41	Subcontract administration	2.00	DAY	220	440.00
42	Safety	0.00	LS	100	-
43	Dumpster	3.00	LS	350	1,050.00
44	Warranty / Close out	0.00	LS	75	-
					-
Sub-Total Cost of Construction					147,507.50
General Conditions					15,078.00
Sub-Total					162,585.50
Contractors Fee @ 15%					24,387.83
Subtotal Construction + Fee					186,973.33
Bond					3,739.47

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

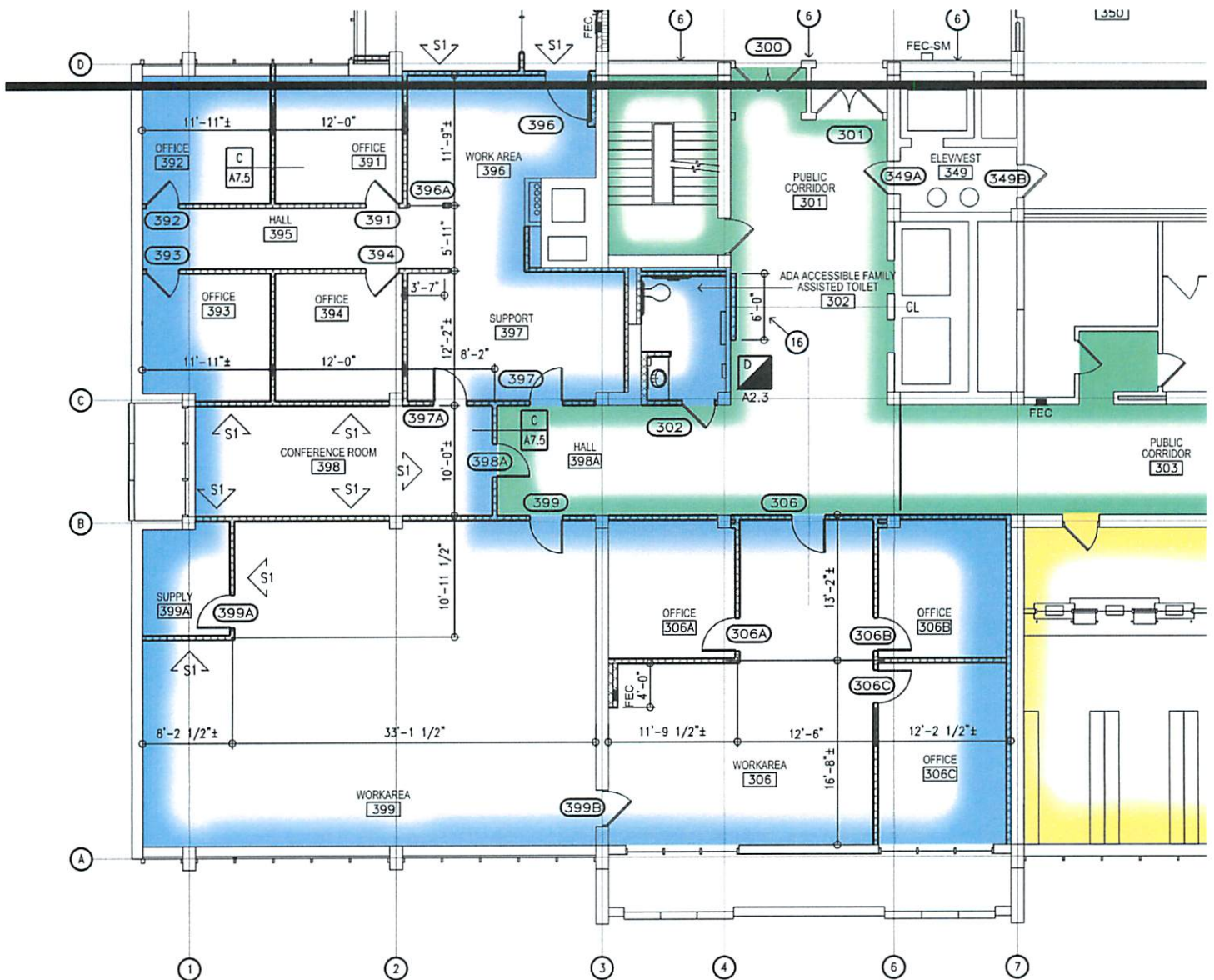
Notes:	Any supervision cost for police personnel have not been included in this proposal. PS note in hall 302 is for digital signage and is not part of this proposal. A work platform will be required for plumbing work in the lowest mechanical room. ~ 205 SF of ceiling will be required to be removed for plumbing installation and re-assembled. RCA labor is estimated in hourly or daily rates.
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Additional Construction Days:	42	Total Proposed Cost:	\$ 190,713
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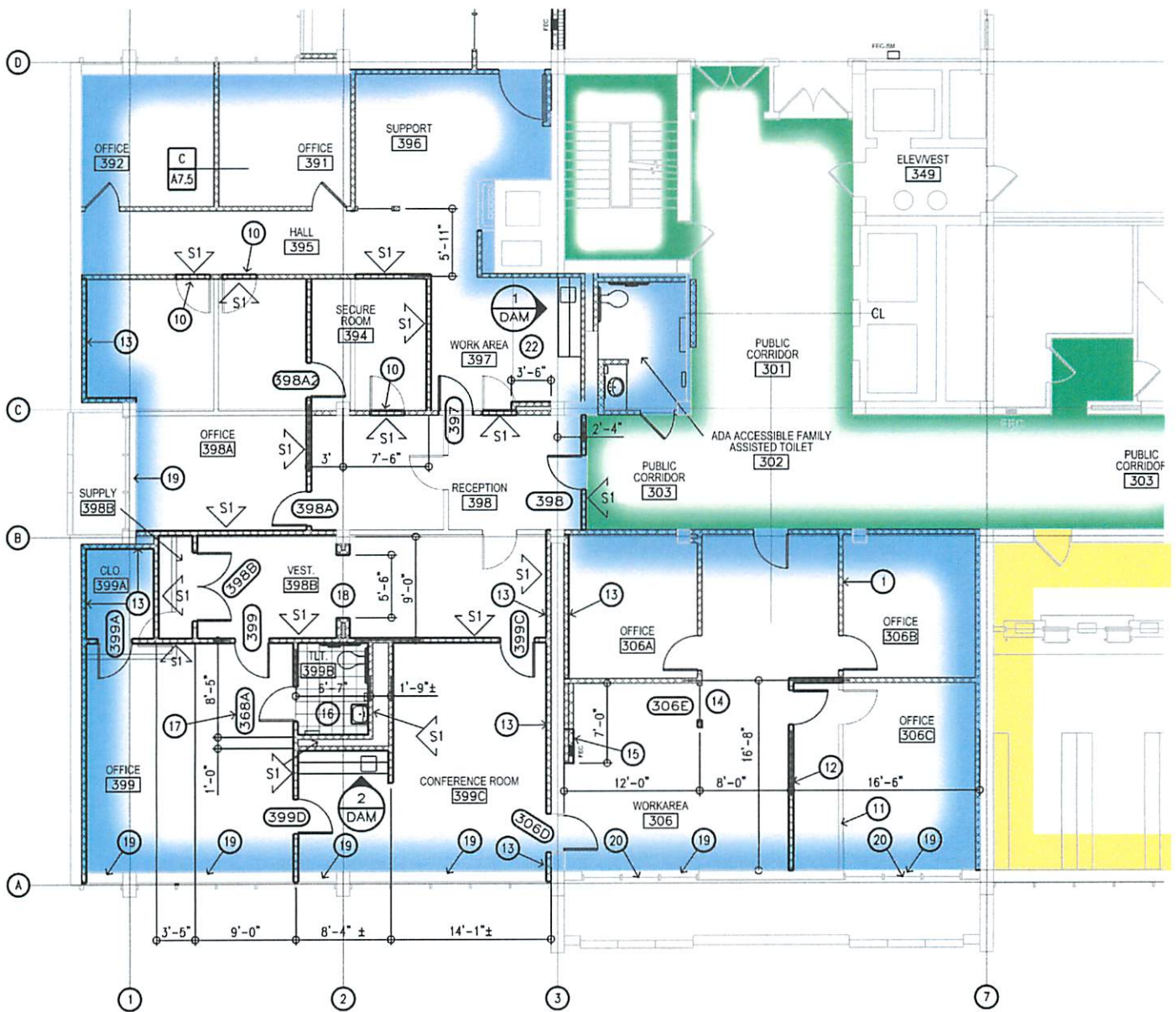
Approved by Contractor: _____ Date: _____

Approved by Architect: _____ Date: _____

Approved by Owner: _____ Date: _____



Child Support Suite



New Administration Suite



Proposed Change Order # 10

Russell Construction of Alabama
 1616 Mt Meigs Rd.
 Montgomery, AL 36106
 334-215-1617 - o 334-215-1616 - f

PROJECT:	MCC Annex 1 - DA & Child Support Suites
PROJECT NO:	022 - 1208GVC

DATE:	12-Dec-14
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Change Description					
	Re-locate HWH & add hub drain w/ trap prime at Mezzanine				
Item #	Description	Qty	Unit	Cost	Total
	Plumbing work for Floor drain & re-location	1	LS	1,721	1,721
					-
					-
	Estimating	0.00	LS	-	-
	Disposable material & small tools	0.00	EA	100	-
	Supervision	0.00	DAY	250	-
	Project mgt.	0.00	DAY	346	-
	Subcontract administration	0.25	DAY	220	55.00
	Safety	0.00	LS	100	-
	Dumpster	0.00	LS	350	-
	Warranty / Close out	0.00	LS	75	-
Sub-Total Cost of Construction					1,776.00
General Conditions					N/A
Sub-Total					1,776.00
Contractors Fee @ 15%					266.40
Subtotal Construction + Fee					2,042.40
Bond					40.85

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

Notes:

Additional Construction Days:	0	Total Proposed Cost:	\$ 2,083
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Approved by Contractor: _____ Date: _____

Approved by Architect: _____ Date: _____

Approved by Owner: _____ Date: _____



PCO # 12

Proposed Change Order # 12

Russell Construction of Alabama
1616 Mt Meigs Rd.
Montgomery, AL 36106
334-215-1617 - o 334-215-1616 - f

PROJECT:	MCC Annex 1 - DA & Child Support Suites	DATE:	15-Dec-14
PROJECT NO:	D22 - 1208GVC		

Change Description					
	Demo and remove ceiling in bath 348.				
Item #	Description	Qty	Unit	Cost	Total
	Demo, remove ceiling at bath 348	5	MH	50.55	253
	Clean up	2	MH	51	101
					-
					-
					-
	Estimating	0.00	LS	-	-
	Disposable material & small tools	0.00	EA	100	-
	Supervision	0.00	DAY	250	-
	Project mgt.	0.00	DAY	346	-
	Subcontract administration	0.00	DAY	220	-
	Safety	0.00	LS	100	-
	Dumpster	0.10	LS	350	35.00
	Warranty / Close out	0.00	LS	75	-
					-
Sub-Total Cost of Construction					388.85
General Conditions					N/A
Sub-Total					388.85
Contractors Fee @ 15%					58.33
Subtotal Construction + Fee					447.18
Bond					8.94

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

Notes:	Demolition of ceiling is not shown. Installation of new acoustical is included. Work performed is by RCA personnel at labor rate + burden (2 men)
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Additional Construction Days:	0	Total Proposed Cost:	\$ 456
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Approved by Contractor: _____ Date: _____

Approved by Architect: _____ Date: _____

Approved by Owner: _____ Date: _____



PCO # 15

Proposed Change Order # 15

Russell Construction of Alabama
1616 Mt Meigs Rd.
Montgomery, AL 36106
334-215-1617 - o 334-215-1616 - f

PROJECT:	MCC Annex 1 - DA & Child Support Suites
PROJECT NO:	D22 - 1208GVC

DATE:	9-Jan-15
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Change Description					
	HR fire wall repair				
Item #	Description	Qty	Unit	Cost	Total
	Demolition	1	LS	150	150
	Equipment	1	WK	363	363
	fire wall repair	1	LS	2,861	2,861
	sealants - material	6	EA	5.98	36
	Sealant labor	4	MH	50.55	202
					-
	Estimating	0.00	LS	-	-
	Disposable material & small tools	0.00	EA	100	-
	Supervision	0.00	DAY	250	-
	Project mgt.	0.25	DAY	346	86.50
	Subcontract administration	0.33	DAY	220	72.60
	Safety	0.00	LS	100	-
	Dumpster	0.20	LS	350	70.00
	Warranty / Close out	0.00	LS	75	-
					-
Sub-Total Cost of Construction					3,841.18
General Conditions					1,077.00
Sub-Total					4,918.18
Contractors Fee @ 15%					737.73
Subtotal Construction + Fee					5,655.91
Bond					113.12

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

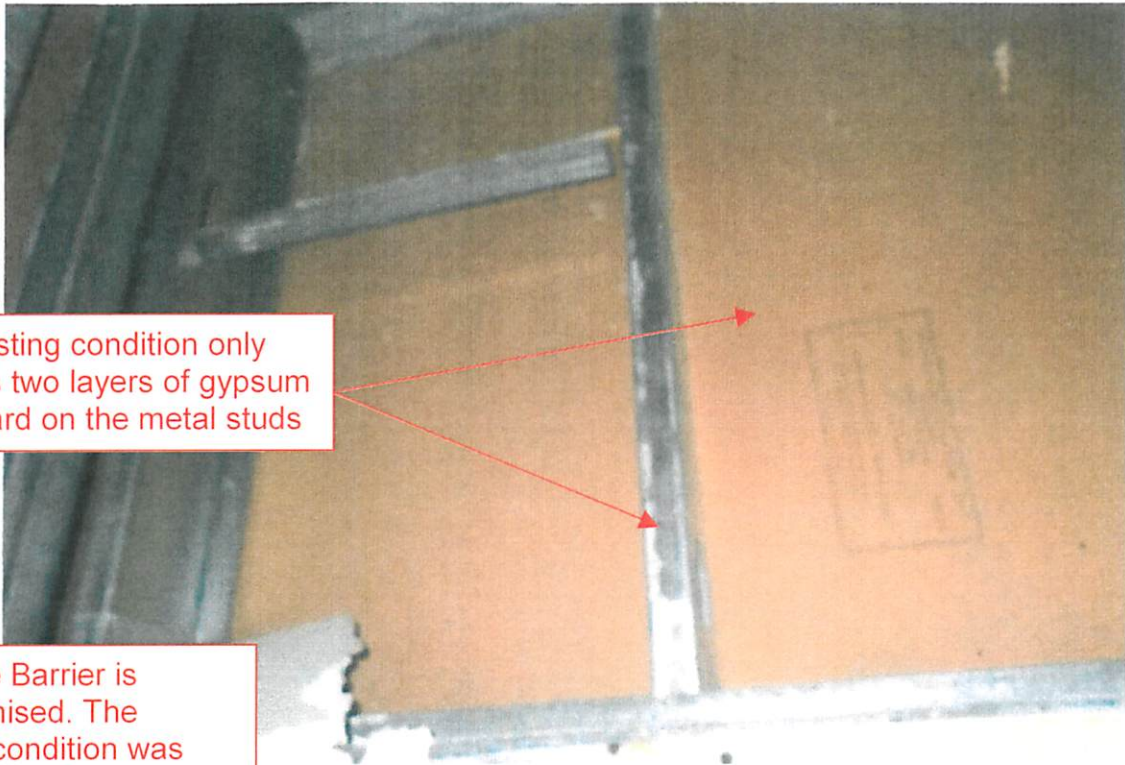
Notes:	demolition by RCA estimated
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Additional Construction Days:	3	Total Proposed Cost:	\$ 5,769
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Approved by Contractor: _____ Date: _____

Approved by Architect: _____ Date: _____

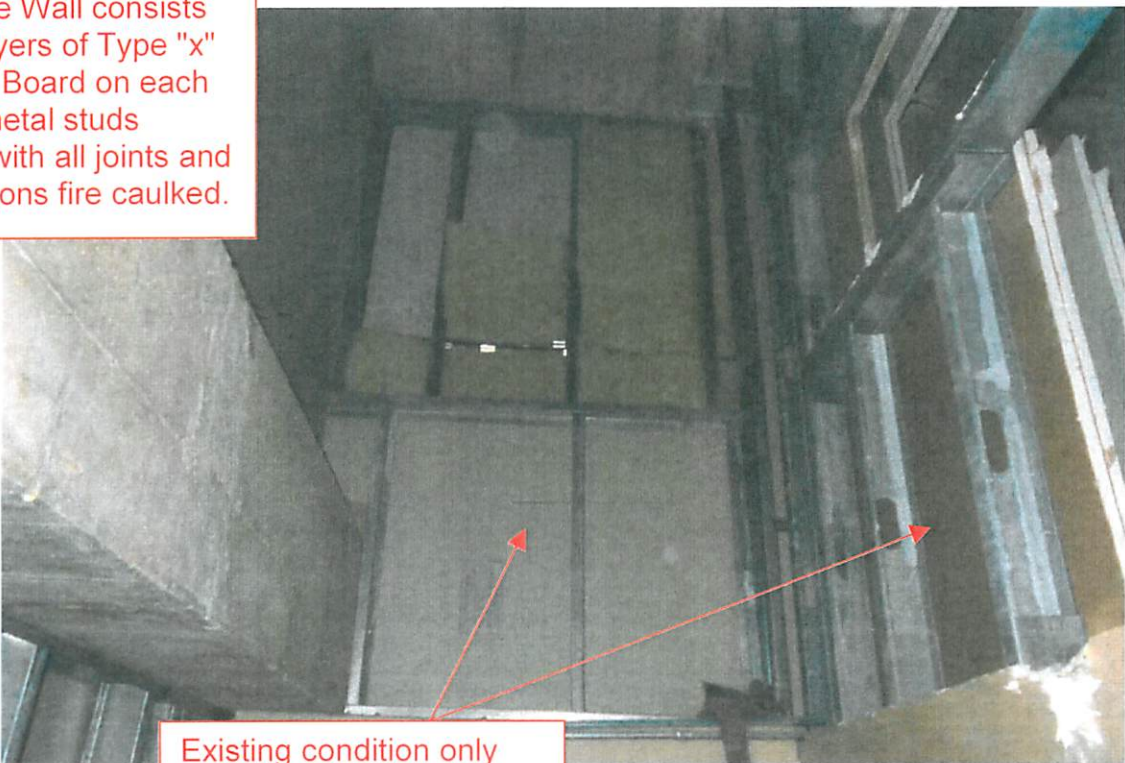
Approved by Owner: _____ Date: _____



Existing condition only has two layers of gypsum board on the metal studs

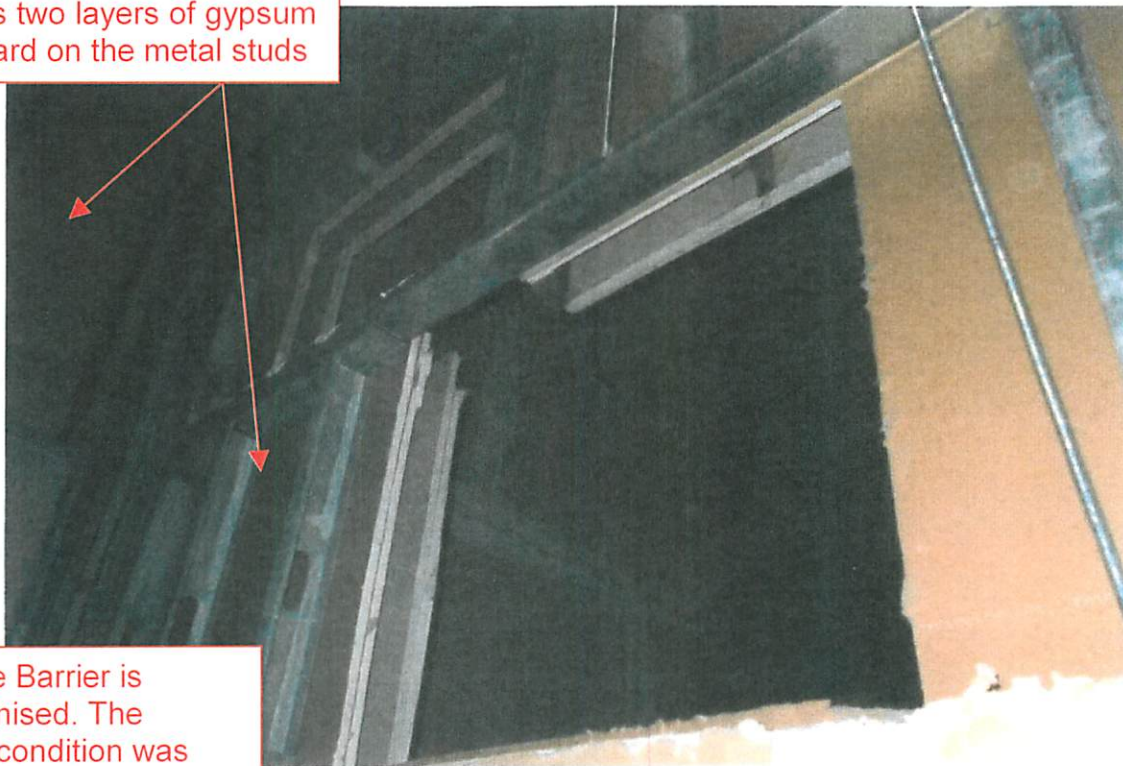
2-HR fire Barrier is compromised. The existing condition was found incomplete.

2-HR Fire Wall consists of two layers of Type "x" Gypsum Board on each side of metal studs framing with all joints and penetrations fire caulked.



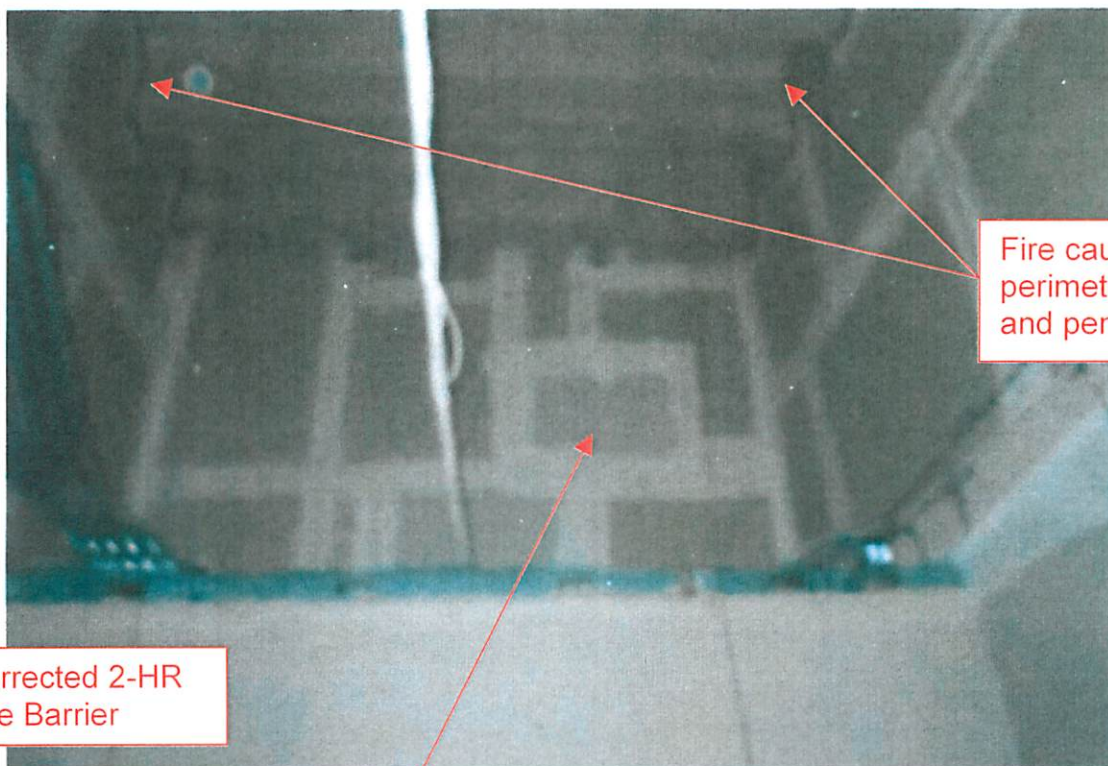
Existing condition only has two layers of gypsum board on the metal studs

Existing condition only
has two layers of gypsum
board on the metal studs



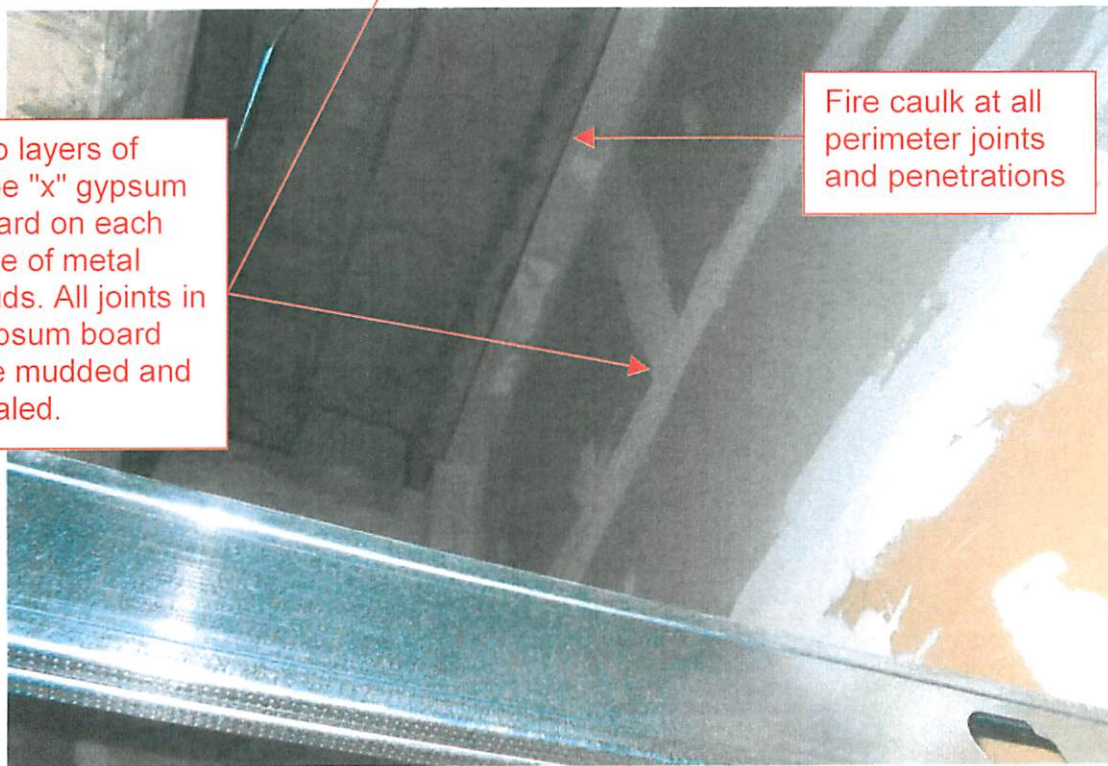
2-HR fire Barrier is
compromised. The
existing condition was
found incomplete.

2-HR Fire Wall consists
of two layers of Type "x"
Gypsum Board on each
side of metal studs
framing with all joints and
penetrations fire caulked.



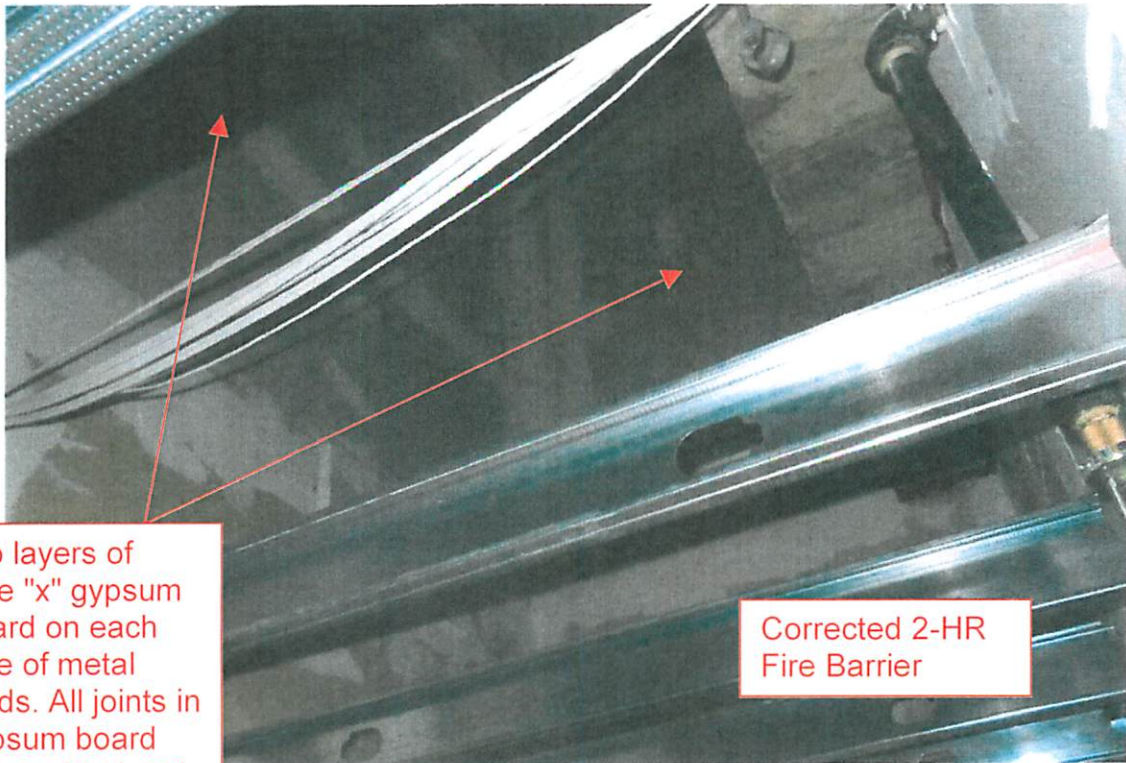
Fire caulk at all perimeter joints and penetrations

Corrected 2-HR Fire Barrier



Fire caulk at all perimeter joints and penetrations

two layers of type "x" gypsum board on each side of metal studs. All joints in gypsum board are mudded and sealed.



two layers of type "x" gypsum board on each side of metal studs. All joints in gypsum board are mudded and sealed.

Corrected 2-HR Fire Barrier



PCO # 17

Proposed Change Order # 17

Russell Construction of Alabama
 1616 Mt Meigs Rd.
 Montgomery, AL 36106
 334-215-1617 • o 334-215-1616 • f

PROJECT:	MCC Annex 1 - DA & Child Support Suites
PROJECT NO:	D22 - 1208GVC

DATE:	16-Jan-15
--------------	-----------

Change Description					
Alter Doors 375 E & W + modify existing walls to 1 HR assembly					
Item #	Description	Qty	Unit	Cost	Total
	Pick-up and re-deliver frames	1	LS	225	225
	Cut down frames, weld and re-paint	Incl			
	New doors units	1	LS	920	920
	Demolition, add for 1 hr & reassemble ceiling	1	LS	1,882	1,882
					-
					-
					-
					-
					-
	Estimating	0.00	LS	-	-
	Disposable material & small tools	0.00	EA	100	-
	Supervision	0.00	DAY	250	-
	Project mgt.	0.00	DAY	346	-
	Subcontract administration	0.25	DAY	220	55.00
	Safety	0.00	LS	100	-
	Dumpster	0.20	LS	350	70.00
	Warranty / Close out	0.00	LS	75	-
					-
					-
Sub-Total Cost of Construction					3,152.00
General Conditions					1,795.00
Sub-Total					4,947.00
Contractors Fee @ 15%					742.05
Subtotal Construction + Fee					5,689.05
Bond					113.78

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

Notes:	
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Additional Construction Days:	5	Total Proposed Cost:	\$ 5,803
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Approved by Contractor: _____ Date: _____

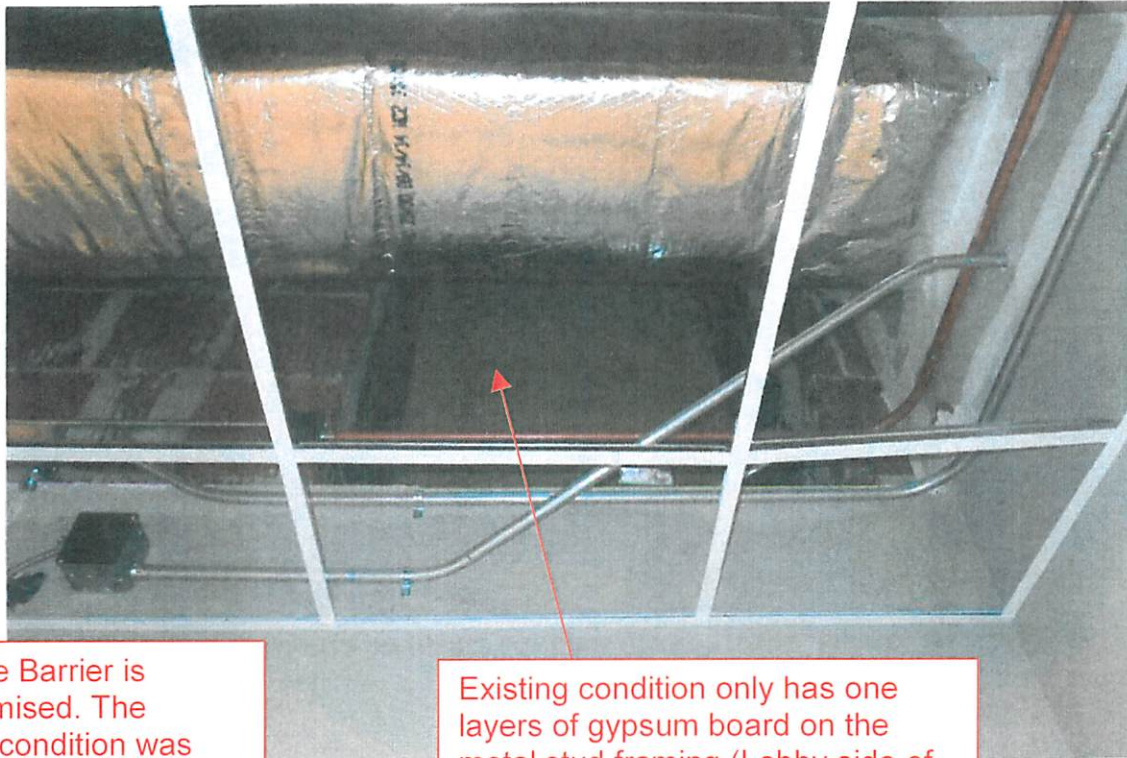
Approved by Architect: _____ Date: _____

Approved by Owner: _____ Date: _____



Modified HM frame to fit
existing marble stone
wall opening at South
Lobby (Adam's Avenue)

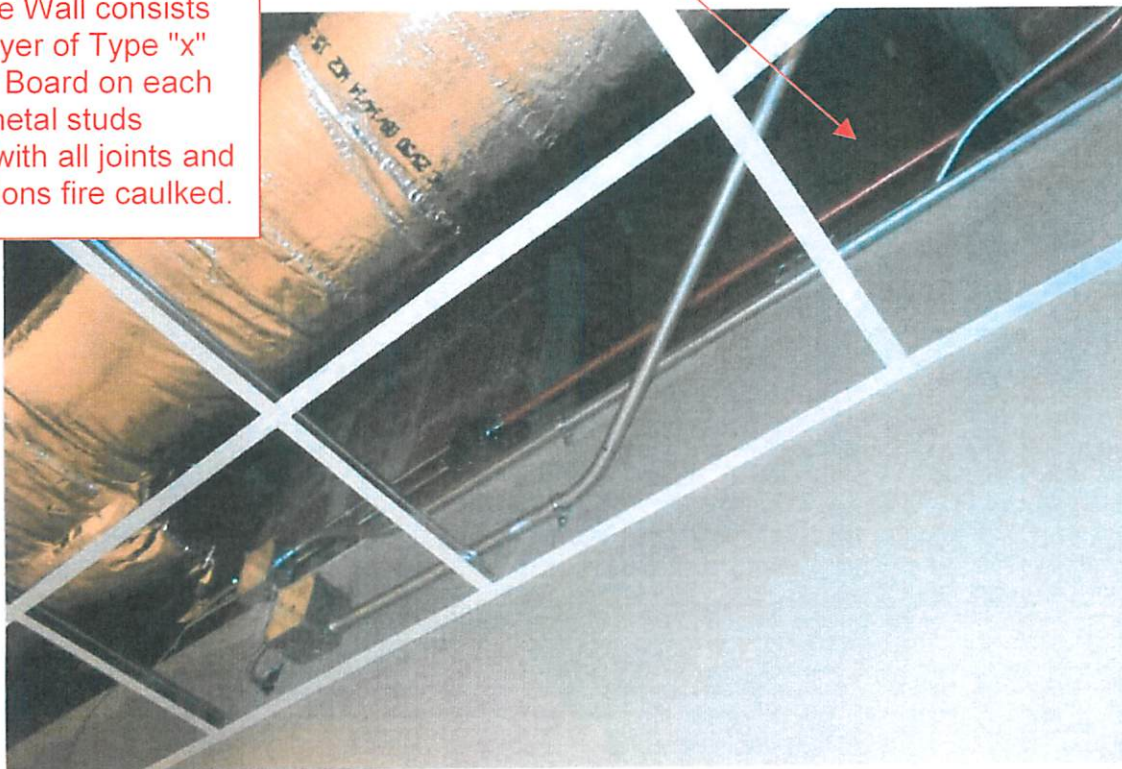


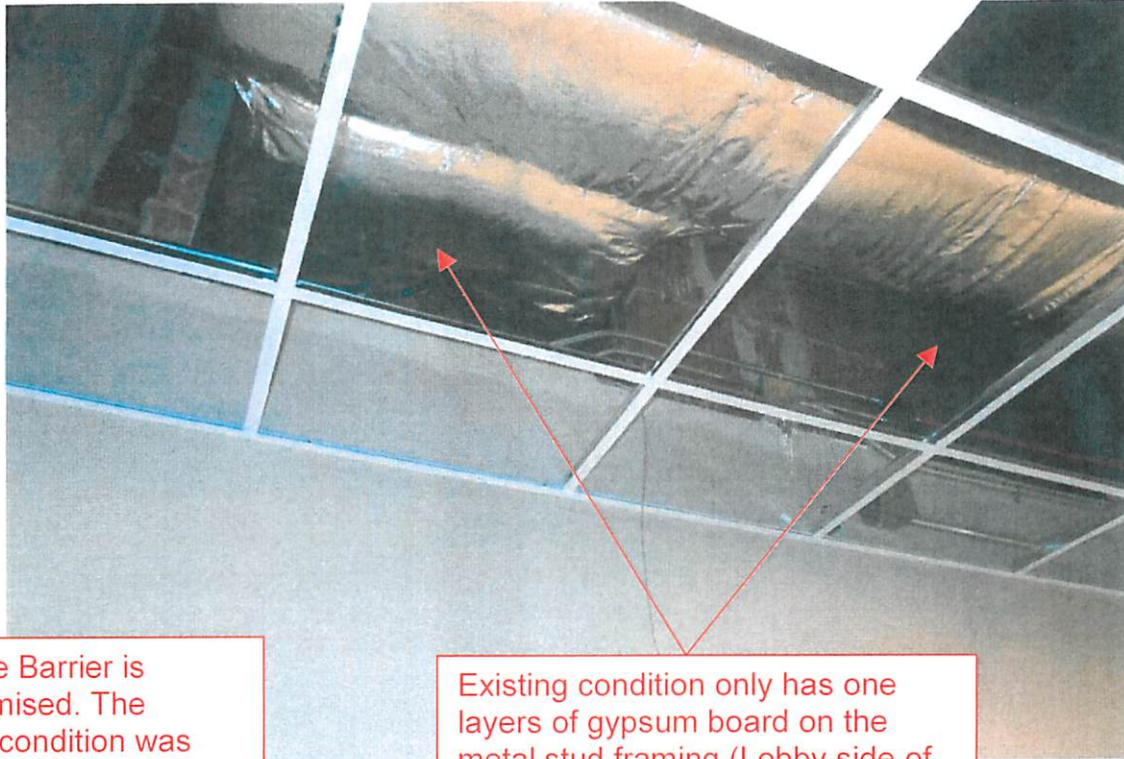


1-HR fire Barrier is compromised. The existing condition was found incomplete.

Existing condition only has one layers of gypsum board on the metal stud framing (Lobby side of wall)

1-HR Fire Wall consists of one layer of Type "x" Gypsum Board on each side of metal studs framing with all joints and penetrations fire caulked.





1-HR fire Barrier is compromised. The existing condition was found incomplete.

1-HR Fire Wall consists of one layer of Type "x" Gypsum Board on each side of metal studs framing with all joints and penetrations fire caulked.

Existing condition only has one layers of gypsum board on the metal stud framing (Lobby side of wall) Above the duct work the wall condition exists.



PCO # 18

Proposed Change Order # 18

Russell Construction of Alabama
1616 Mt Meigs Rd.
Montgomery, AL 36106
334-215-1617 - o 334-215-1616 - f

PROJECT:	MCC Annex 1 - DA & Child Support Suites
PROJECT NO:	D22 - 1208GVC

DATE:	26-Jan-15
-------	-----------

Change Description					
Item #	Description	Qty	Unit	Cost	Total
	Remove and replace Doors 350 & 387B with new units + associated wall repair and wiring				
	Door Frames & door units*	1	LS	372	372
	Cartage	1	LS	40	40
	Re-Frame, hinge & Finish opening	1	LS	1,583	1,583
	Remove and replace access control conduit	2	EA	300	600
	Remove and replace LV security wiring **	see note			
	Sealants	10	EA	5.98	60
	Sealant labor	1	Day	222	222
	Clean-up	4	HR	26	104
					-
	Estimating	0.00	LS	-	-
	Disposable material & small tools	0.25	EA	100	25.00
	Supervision	0.00	DAY	250	-
	Project mgt.	0.00	DAY	346	-
	Subcontract administration	0.50	DAY	220	110.00
	Safety	0.00	LS	100	-
	Dumpster	0.30	LS	350	105.00
	Warranty / Close out	0.00	LS	75	-
					-
					-
Sub-Total Cost of Construction					3,220.80
General Conditions					N/A
Sub-Total					3,220.80
Contractors Fee @ 15%					483.12
Subtotal Construction + Fee					3,703.92
Bond					74.08

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

Notes:	* Material is door frames only, doors marks 375 E & W will be used at these locations. ** Security wiring by the Owners contractor.
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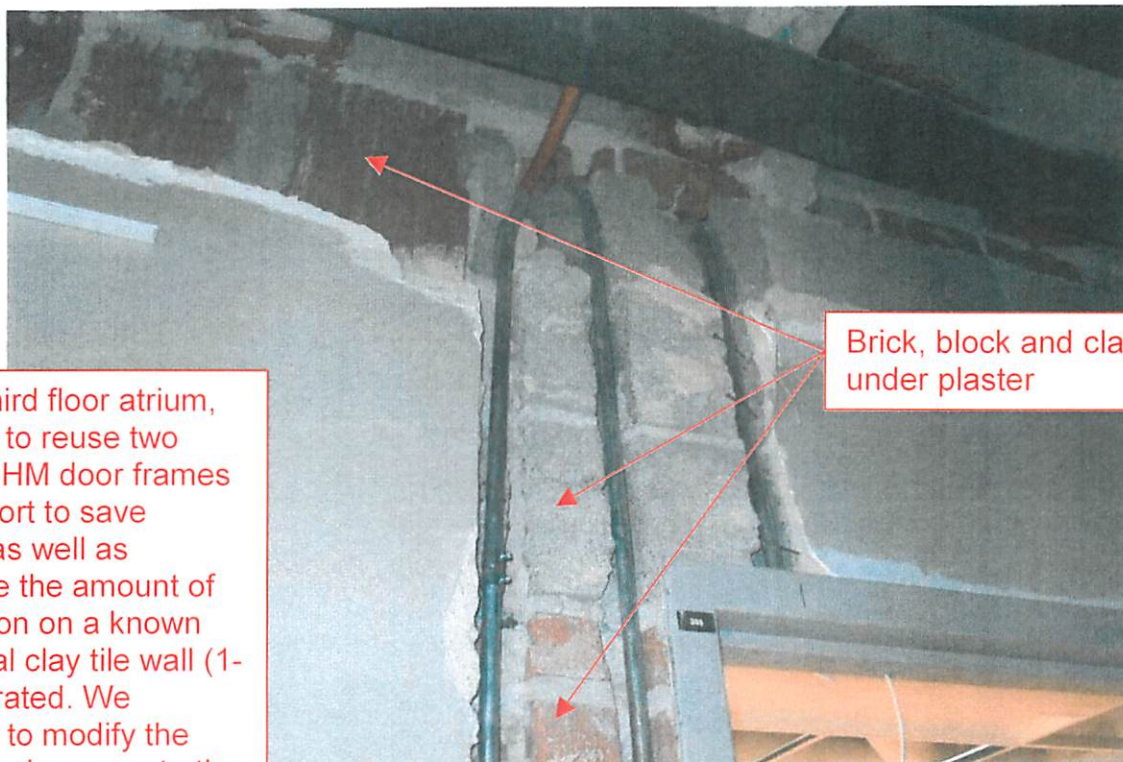
Additional Construction Days:	0	Total Proposed Cost:	\$ 3,778
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Approved by Contractor: _____ Date: _____

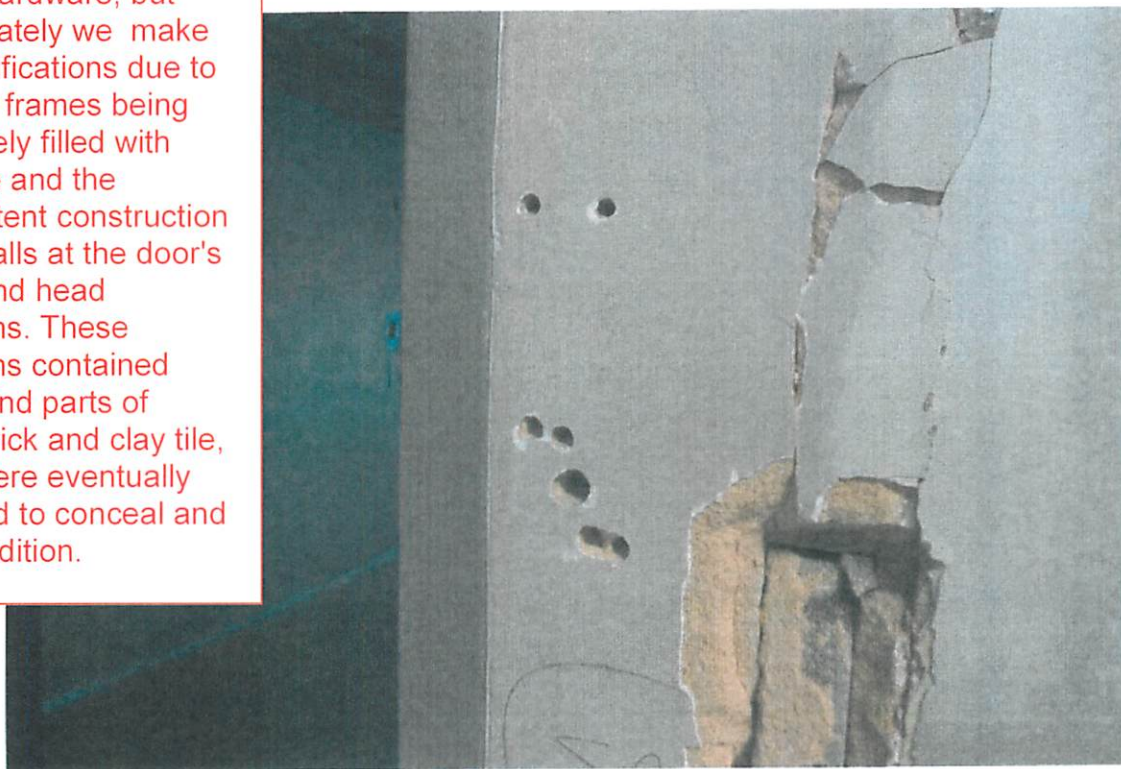
Approved by Architect: _____ Date: _____

Approved by Owner: _____ Date: _____

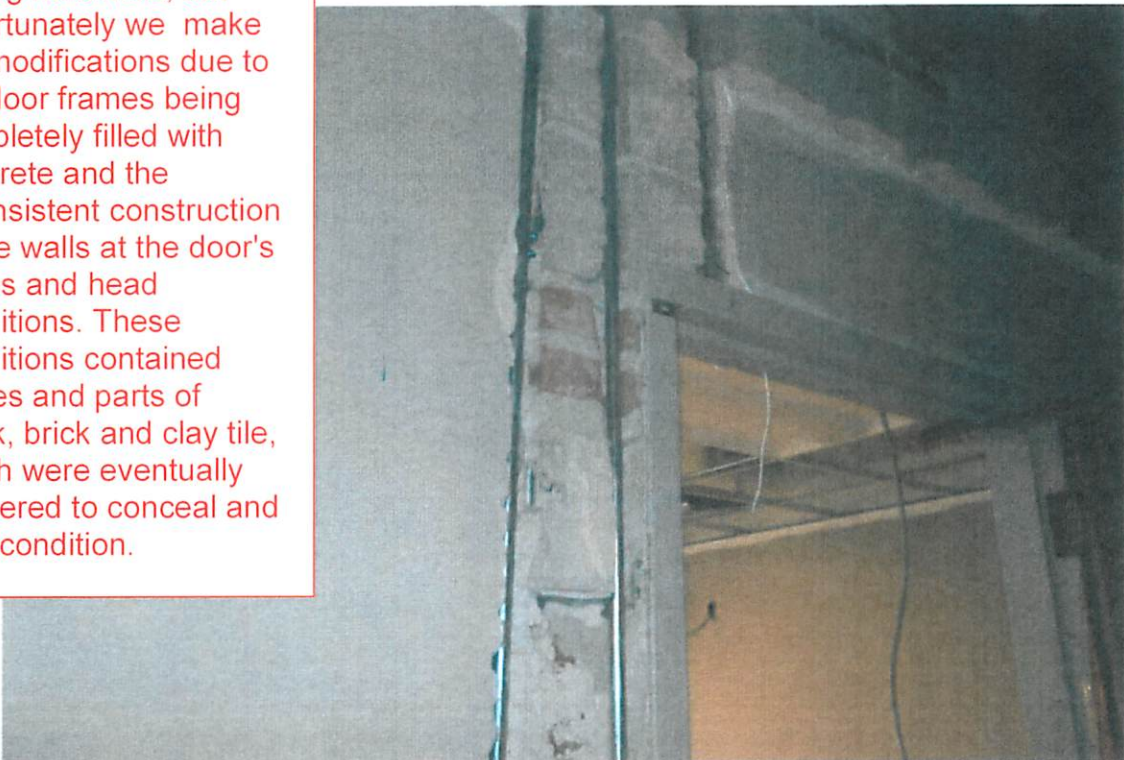
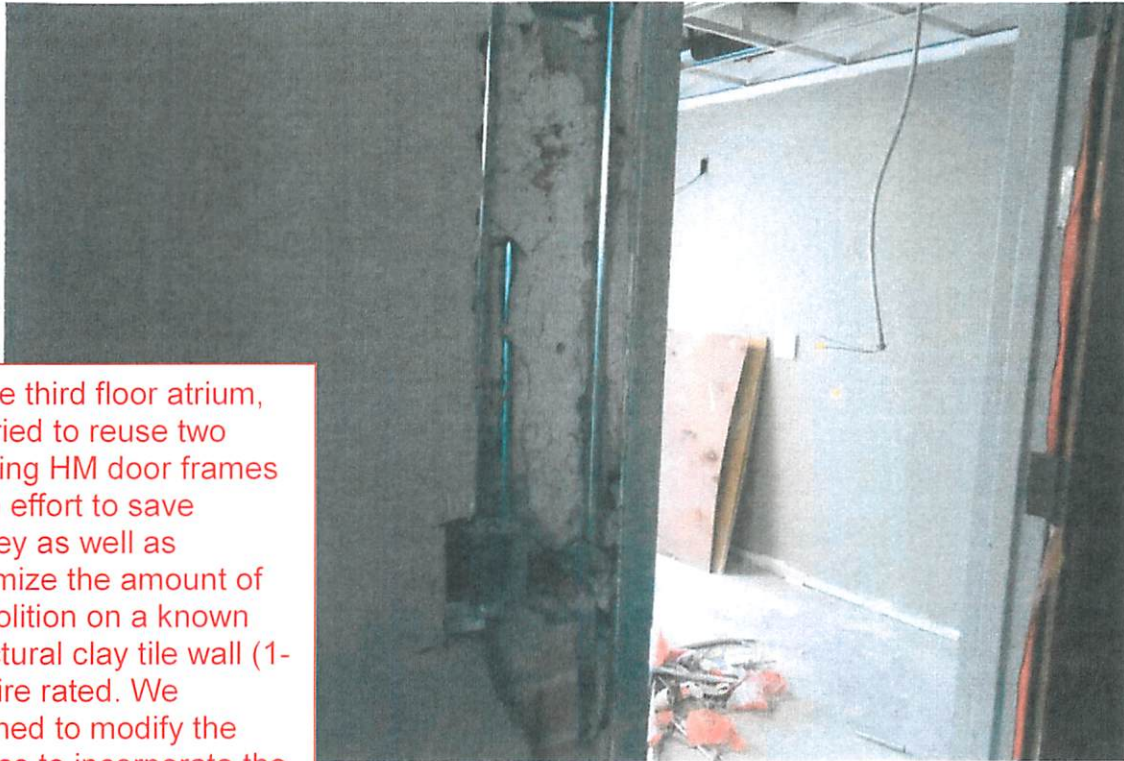
At the third floor atrium, we tried to reuse two existing HM door frames in an effort to save money as well as minimize the amount of demolition on a known structural clay tile wall (1-HR fire rated). We planned to modify the frames to incorporate the new security devices and exiting hardware, but unfortunately we make the modifications due to the door frames being completely filled with concrete and the inconsistent construction of the walls at the door's jambs and head conditions. These conditions contained pieces and parts of block, brick and clay tile, which were eventually plastered to conceal and built condition.



Brick, block and clay tile under plaster



At the third floor atrium, we tried to reuse two existing HM door frames in an effort to save money as well as minimize the amount of demolition on a known structural clay tile wall (1-HR fire rated). We planned to modify the frames to incorporate the new security devices and exiting hardware, but unfortunately we make the modifications due to the door frames being completely filled with concrete and the inconsistent construction of the walls at the door's jambs and head conditions. These conditions contained pieces and parts of block, brick and clay tile, which were eventually plastered to conceal and built condition.





PCO # 16 r1

Proposed Change Order # 16 r1

Russell Construction of Alabama
 1616 Mt Meigs Rd.
 Montgomery, AL 36106
 334-215-1617 - o 334-215-1616 - f

PROJECT:	MCC Annex 1 - DA & Child Support Suites
PROJECT NO:	D22 - 1208GVC

DATE:	26-Jan-15
--------------	------------------

Change Description					
	Modify pipe supports for warrantable installation				
Item #	Description	Qty	Unit	Cost	Total
	Provide pipe supports	1	LS	3,500	3,500
	Installation	included			
	Roofing	1	LS	9,270	9,270
	Temp supports for chilled water piping				-
	Labor	8	HR	26	208
	Material	1	LS	60	60
	Delivery & cartage	1	LS	60	60
					-
	Estimating	0.00	LS	-	-
	Disposable material & small tools	0.00	EA	100	-
	Supervision	0.00	DAY	250	-
	Project mgt.	0.00	DAY	346	-
	Subcontract administration	0.33	DAY	220	72.60
	Safety	0.00	LS	100	-
	Dumpster	0.20	LS	350	70.00
	Warranty / Close out	0.00	LS	75	-
					-
Sub-Total Cost of Construction					13,240.60
General Conditions					N/A
Sub-Total					13,240.60
Contractors Fee @ 15%					1,986.09
Subtotal Construction + Fee					15,226.69
Bond					304.53

Dates:	Received	Submitted to Client	Approval Required by:	Approval Received

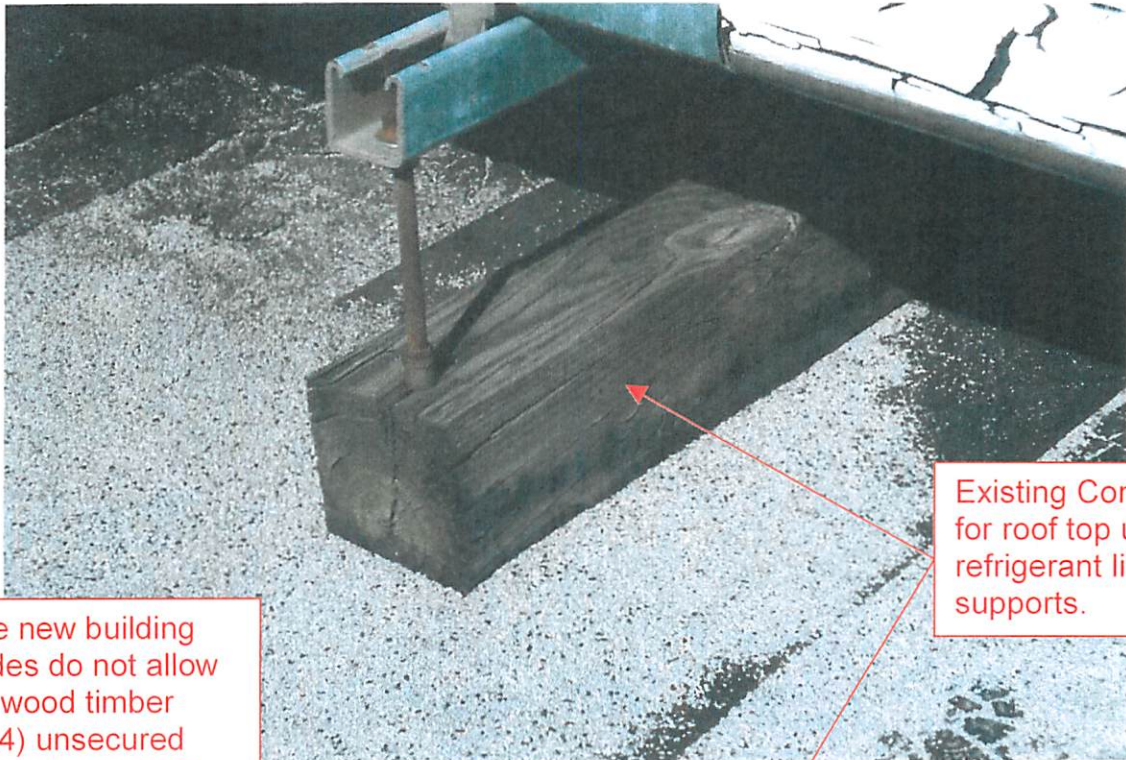
Notes:	material estimated at 15 ea 2 x 4 x 10 @ \$4 ea
---------------	---

Additional Construction Days:	0	Total Proposed Cost:	\$ 15,531
--------------------------------------	----------	-----------------------------	------------------

Approved by Contractor: _____ Date: _____

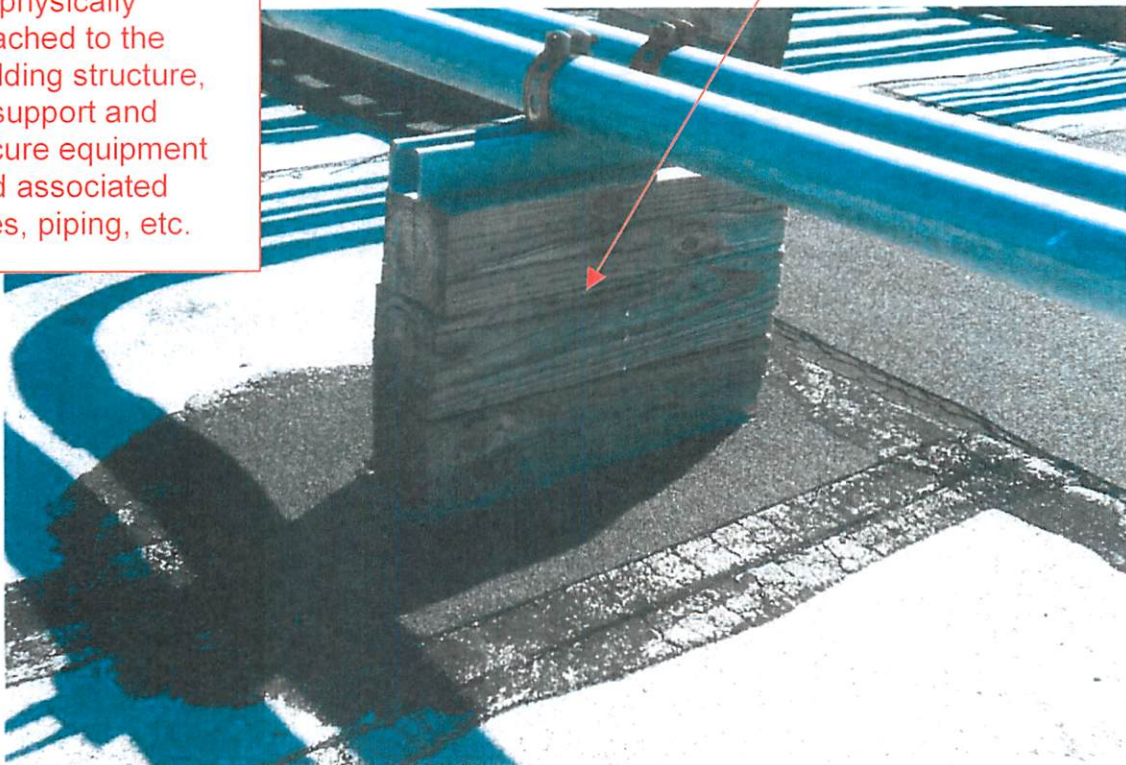
Approved by Architect: _____ Date: _____

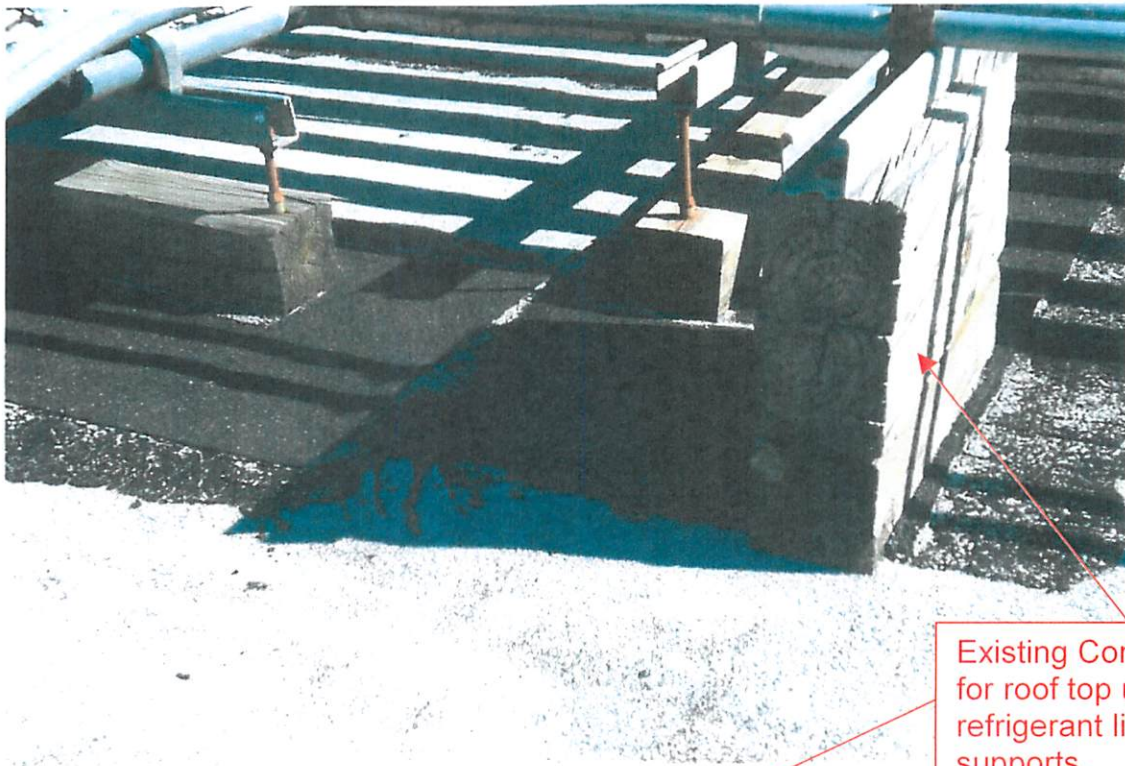
Approved by Owner: _____ Date: _____



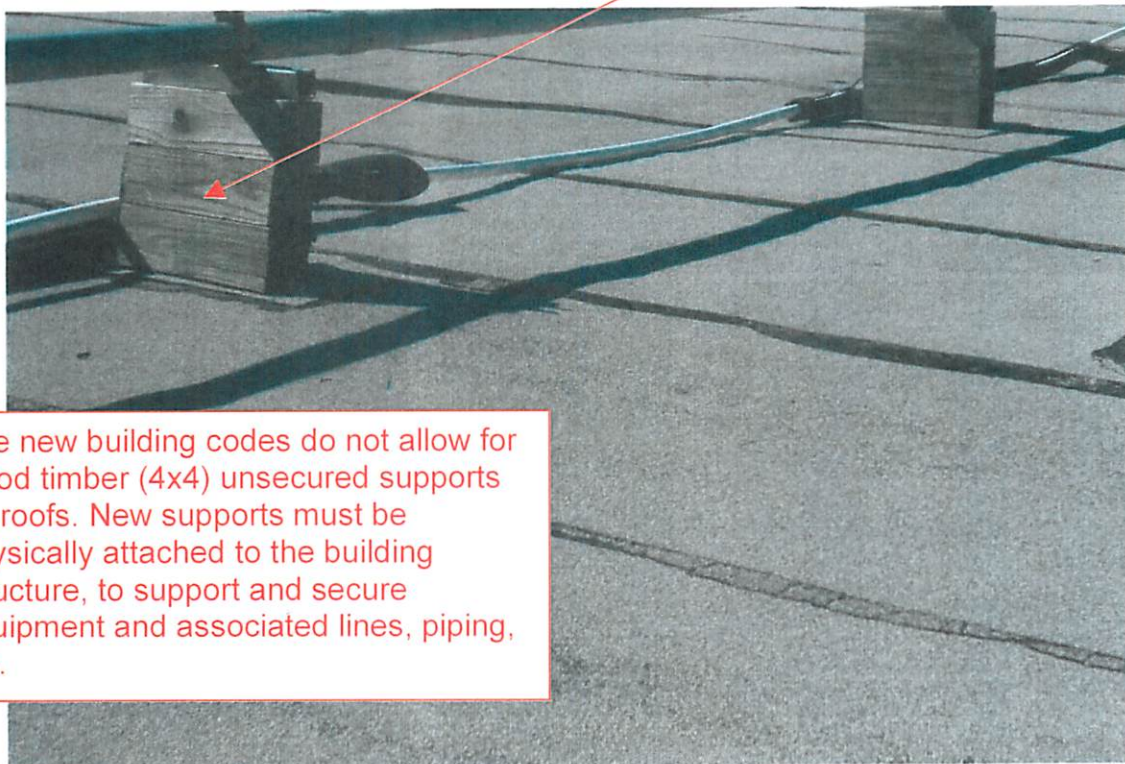
Existing Conditions
for roof top unit
refrigerant line(s)
supports.

The new building
codes do not allow
for wood timber
(4x4) unsecured
supports on roofs.
New supports must
be physically
attached to the
building structure,
to support and
secure equipment
and associated
lines, piping, etc.

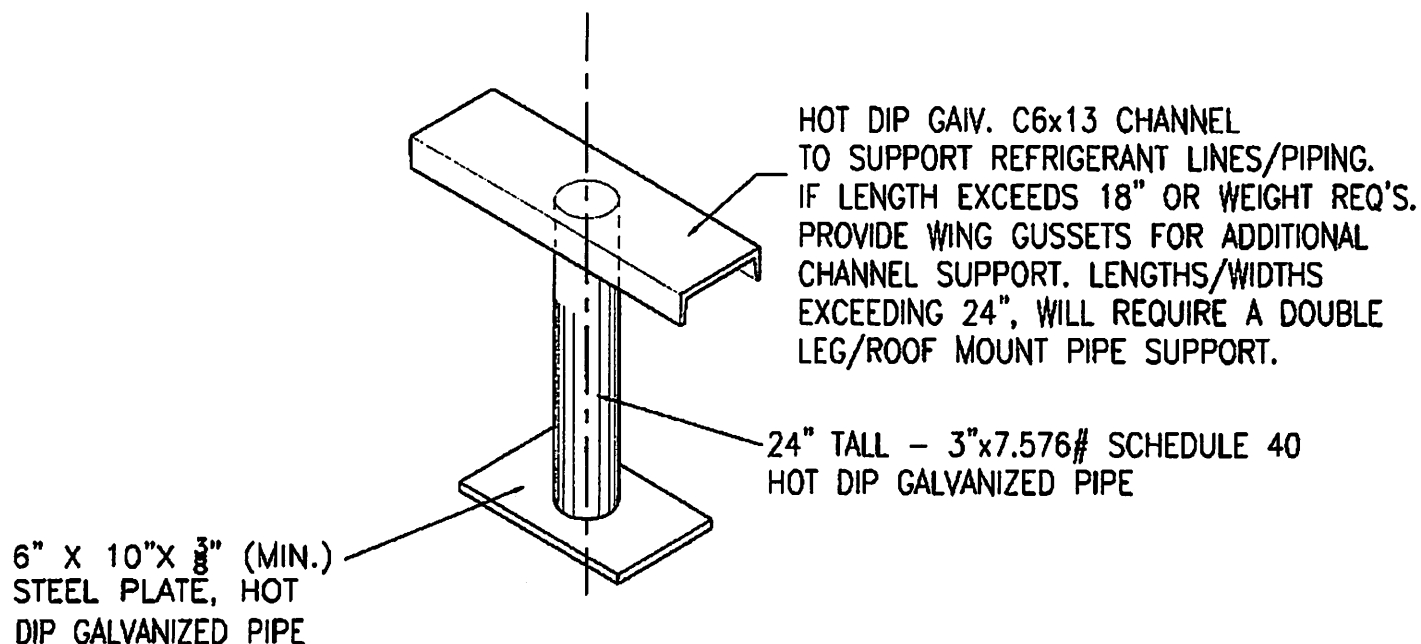




Existing Conditions
for roof top unit
refrigerant line(s)
supports.



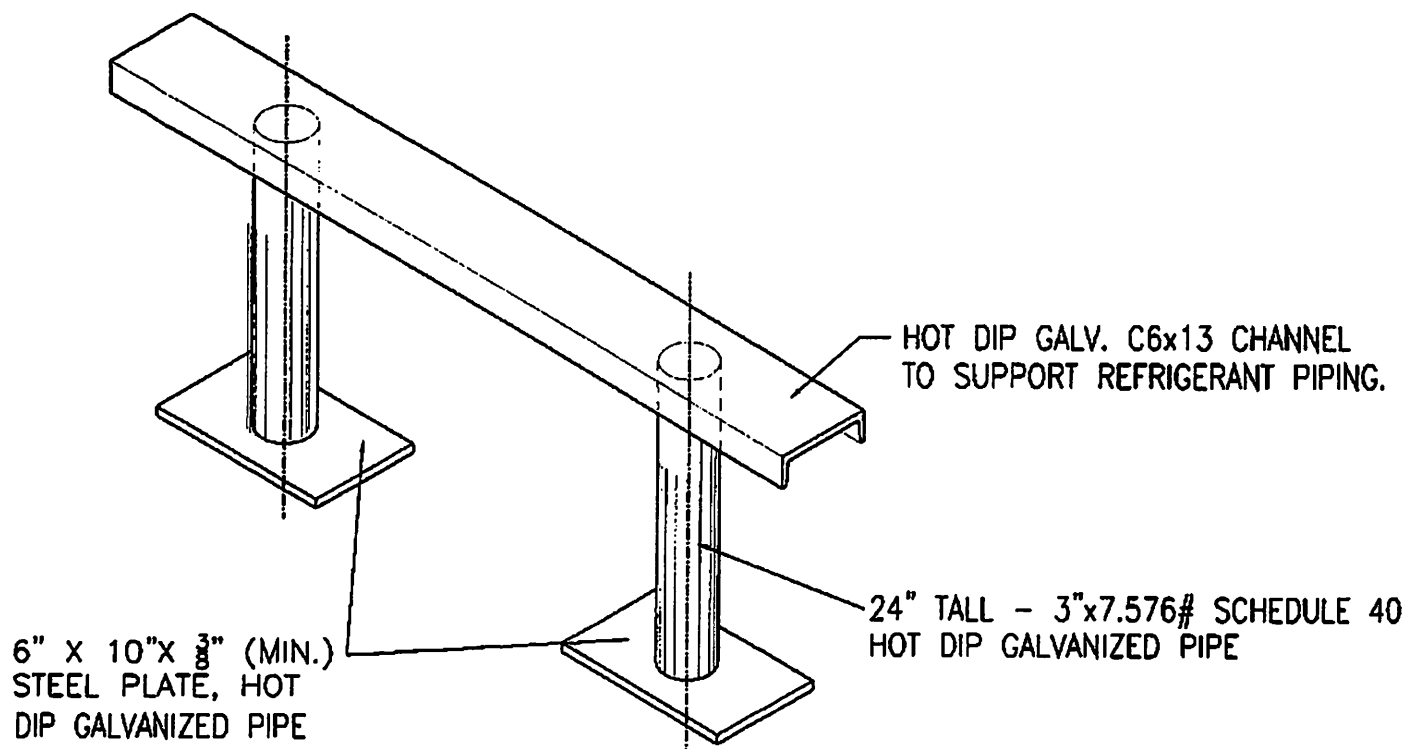
The new building codes do not allow for wood timber (4x4) unsecured supports on roofs. New supports must be physically attached to the building structure, to support and secure equipment and associated lines, piping, etc.



SINGLE LEG/ROOF MOUNT PIPE SUPPORT

HOT DIP FRAME
AFTER FABRICATION

NO SCALE



DOUBLE LEG/ROOF MOUNT PIPE SUPPORT

HOT DIP FRAME
AFTER FABRICATION

NO SCALE



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Change Order

PROJECT (Name and address): Renovations & Alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defenders Office	CHANGE ORDER NUMBER: 001 DATE: February 10, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Holley-Henley Builders, Inc. 438-A Twain Curve Montgomery, AL 36117	ARCHITECT'S PROJECT NUMBER: 1208GVC CONTRACT DATE: October 10, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
ADD Repairing plaster, drywall & painting.....\$38,337.00

TOTAL.....\$38,337.00

The original Contract Sum was	\$	354,585.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	354,585.00
The Contract Sum will be increased by this Change Order in the amount of	\$	38,337.00
The new Contract Sum including this Change Order will be	\$	392,922.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

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

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

<u>PH&J Architects, Inc.</u> ARCHITECT (Firm name)	<u>Holley-Henley Builders, Inc.</u> CONTRACTOR (Firm name)	<u>Montgomery County Commission</u> OWNER (Firm name)
<u>P.O. Box 215</u> <u>Montgomery, AL 36101-0215</u> ADDRESS	<u>438-A Twain Curve</u> <u>Montgomery, AL 36117</u> ADDRESS	<u>P.O. Box 1667</u> <u>Montgomery, AL 36102</u> ADDRESS
<u>BY (Signature)</u> <u>Patrick Addison</u> (Typed name)	<u>BY (Signature)</u> <u>Hoyt Henley Jr., Vice President</u> (Typed name)	<u>BY (Signature)</u> <u>Elton Dean, Sr. Chairman</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

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User Notes:

(1716806477)

20-2

CHANGE ORDER NUMBER ONE SUMMARY SHEET
Renovations and Alterations to the Montgomery County Griel Building
for the Montgomery County Public Defenders Office

PH&J #1208-GVG

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
A	1	Repairing Plaster, Drywall and Painting	\$38,337.00	0

TOTALS			\$38,337.00	0
---------------	--	--	--------------------	----------

RFP = Request for Proposal Number

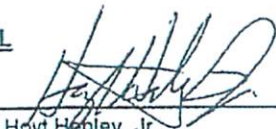
HOLLEY-HENLEY BUILDERS, INC.P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Proposed Change Order

PROJECT: GREIL
GRIEL MANSION RENOVATIONPROPOSED CHANGE ORDER
NO. 1
DATE: 01/15/2015TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101SUBMITTED:
COMPLETED:
REQUIRED:

DESCRIPTION

REPAIRING PLASTER AND DRYWALL:

ITEM 1: PLASTER REPAIR-
PATCHING WHERE DRENCHING WAS REQUIRED FOR ELECTRICAL. SKIM COAT FROM
CORNER TO CORNER PREPING FOR PAINT.BASEMENT FLOOR 17.78 SY
FIRST FLOOR 12.89 SY
SECOND FLOOR 72.33 SY
TOTAL: 103.00 SY 103.60 SY @ \$270.00 SY= \$27,810.00ITEM 2: DRYWALL REPAIR-
PATCHING WITH DRYWALL, TAPE, DRYWALL MUD FOR DRENCHING FOR ELECTRICAL.
PREPING FOR PAINTBASEMENT FLOOR: 507.00 SF
FIRST FLOOR- 116.00 SF
SECOND FLOOR- 135.00 SF
TOTAL: \$759.00 759.00 SF @ \$14.00 SF= \$10,626.00ITEM 3: PAINT EXTRA PATCHING
1686 SF @ \$3.50 SF= \$5,901.00TOTAL OF ITEM 1 \$27,810.00
TOTAL OF ITEM 2 \$10,626.00
TOTAL OF ITEM 3 \$ 5,901.00
TOTAL: \$44,337.00ALLOWANCE FOR PLASTER REPAIR-DEDUCT \$6,000.00
TOTAL: \$38,337.00APPROVALBy: 

Hoyt Henley, Jr.

Date: 1-28-15By: Date: 2/6/15

Page 1 of 2

HOLLEY-HENLEY BUILDERS, INC.P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Proposed Change Order

PROPOSED CHANGE ORDERPROJECT: GREIL
GRIEL MANSION RENOVATION

NO. 1

DATE: 01/15/2015

TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

SUBMITTED:

COMPLETED:

REQUIRED:

Item Total: \$0.00
Total: \$38,337.00
Total: \$38,337.00APPROVALBy: 

Hoyt Henley, Jr.

Date: 1-28-15By: Date: 2/6/15

Page 2 of 2

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Change Order

PROJECT *(Name and address):*
Renovations & Alterations to the
Montgomery County Greil Mansion for
the Montgomery County Public
Defenders Office

CHANGE ORDER NUMBER: 002

DATE: February 10, 2015

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

FIELD: ☐OTHER: ☐

TO CONTRACTOR (Name and address):

Holley-Henley Builders, Inc.
438-A Twain Curve
Montgomery, AL 36117

ARCHITECT'S PROJECT NUMBER: 1208GVG

CONTRACT DATE: October 10, 2014

CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

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

ADD Re-support balcony floor.....	\$2,095.00
--	-------------------

TOTAL.....	\$2,095.00
------------	------------

The original Contract Sum was	\$	<u>354,585.00</u>
The net change by previously authorized Change Orders	\$	<u>38,337.00</u>
The Contract Sum prior to this Change Order was	\$	<u>392,922.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>2,095.00</u>
The new Contract Sum including this Change Order will be	\$	<u>395,017.00</u>

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

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

PH&J Architects, Inc.
ARCHITECT (Firm name)

P.O. Box 215
Montgomery, AL 36101-0215
ADDRESS

BY (Signature)

Patrick Addison
(Typed name)

DATE

Holley-Henley Builders, Inc.
CONTRACTOR (Firm name)

438-A Twain Curve
Montgomery, AL 36117
ADDRESS

BY *(Signature)*

Hoyt Henley Jr., Vice President
(Typed name)

DATE _____

OWNER (Firm name)

P.O. Box 1667
Montgomery, AL 36102
ADDRESS

BY (Signature)

Elton Dean, Sr. Chairman
(Typed name)

DATE _____

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(1380929128).

28) 21-2

CHANGE ORDER NUMBER TWO SUMMARY SHEET
Renovations and Alterations to the Montgomery County Griel Building
for the Montgomery County Public Defenders Office

PH&J #1208-GVG

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
A	3	Re-support Balcony Floor	\$2,095.00	0

TOTALS			\$2,095.00	0
---------------	--	--	-------------------	----------

RFP = Request for Proposal Number

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Proposed Change Order

PROJECT: GREIL
GRIEL MANSION RENOVATION

PROPOSED CHANGE ORDER
NO. 3
DATE: 01/15/2015

TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

SUBMITTED:
COMPLETED:
REQUIRED:

DESCRIPTION

RESUPPORT BALCONY FLOOR @ GRIEL MANSION APPROXIMATELY 120 SF

4 SHEETS OF 3/4" SUBFLOOR @ \$31.00= \$124.00

20 2X6X10 @ \$4.50= \$90.00

2-TUBS ADHESIVE @ \$4.00= \$8.00

1-FRAMING NAILS @ \$50.00= \$50.00

54 MAN HOURS @ \$25.00 FOR DEMO & REPAIRS= \$1,350.00

DUMPSTER= \$200.00

SUBTOTAL: \$1,822.00

15% OVERHEAD & PROFIT= \$273.00

TOTAL: \$2,095.00

Item Total:	\$0.00
Total:	\$2,095.00
Total:	\$2,095.00

APPROVAL

By: _____

Hoyt Henley, Jr.

Date: _____

By: _____

Date: _____





FEB 17 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 2/17/2015
DATE: 2/17/2015 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 Area Chamber of Commerce	001-59320.483	310,000	10,000	320,000
In House Misc. Appropriations	001-59310.498	62,500	(10,000)	52,500
TOTAL		372,500	0	372,500

JUSTIFICATION:

To provide funding to the Chamber of Commerce for the Regional High School Basketball Tournament to be held at Alabama State University.

FEB 17 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 14

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 2/17/2015
 DATE: 2/17/2015 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 Co Bd of Education-Sidney Lanier High School	001-58100.290	0	2,000	2,000
In House Misc. Appropriations	001-59310.498	52,500	(2,000)	50,500
TOTAL		52,500	0	52,500

JUSTIFICATION:

To budget for funding to Sidney Lanier High School for choir uniforms.

FEB 17 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 15

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 2/17/2015
DATE: 2/17/2015 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
Alabama Kidney Foundation	001-55900.450	0	10,000	10,000
Donation Revenue	001-40000.47701	(30,900)	(10,000)	(40,900)
TOTAL		(30,900)	0	(30,900)

JUSTIFICATION:

To budget funding to the Alabama Kidney Foundation, Inc. for Program Services.

FEB 17 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 16

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	2/17/2015
DATE:	2/17/2015	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
ADECA-Passenger rail study	001-51955.447	0	20,000	20,000
In House Economic Appropriations	001-59310.492	17,500	(5,000)	12,500
In House Misc. Appropriations	001-59310.498	50,500	(15,000)	35,500
TOTAL		68,000	0	68,000

JUSTIFICATION:

To provide \$20,000 towards the cost of Phase II of a passenger rail study from Birmingham to Montgomery. The total match is \$100,000 with the City of Montgomery paying \$30,000, the County paying \$20,000 and the City of Mobile \$50,000.

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

Sender's E-mail Address
tcmeans@meansgillislaw.com

February 17, 2015

Agenda

FEB 17 2015

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

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

Members of the Montgomery County Commission
c/o Donald L. Mims, Administrator
Montgomery County Courthouse Annex
P.O. Box 1667
Montgomery, AL 36102-1667

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

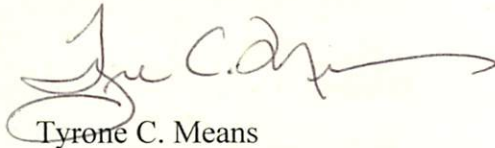
Dear Montgomery County Commission Members:

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 lease, purchase and/or sale of property. 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.



Tyrone C. Means
ASB-8760-S80T

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 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 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 Monday, March 2, 2015, at 8:00 in the morning.



Administrator



Chairman