

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
APRIL 20, 2015

INFORMATION SESSION

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

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Vice Chairman Harris requested a \$200 miscellaneous appropriation from his account to BOE, Booker T. Washington Magnet High School, for the Principal's Discretionary Fund.

The Commission agreed to add this item to the miscellaneous appropriations.

The Commission discussed funding to the Montgomery County Board of Education for the purchase of High School Championship rings for George Washington Carver High School and Jefferson Davis High School basketball team members. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$6,000 for the student rings.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims noted that the Montgomery County Commission, at its meeting on April 6, 2015, requested that he invite Deputy Director Jeffrey Williams with the Alabama Department of Corrections to the next meeting to discuss how the State and Montgomery County Community Corrections can work together. Administrator Mims stated that Mr. Williams would not be available to attend this meeting, but plans to attend a future meeting.

PRESENTATION BY MAYOR TODD STRANGE AND CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci presented his six-month review of the City and County goals/projects. (Copy of Memorandum regarding Six-Month Review of the City and County Goals/Projects, Agenda Pages 31-1 and 31-2, is attached to these Minutes.)

Mayor Strange noted that the combination of the information systems services for the City and County has generated savings in excess of \$1 million.

Administrator Mims stated that Mr. Ialacci has worked real hard in the renovation projects for the County.

Mayor Strange thanked the Commission for their partnership in the 50th Selma to Montgomery March celebration and stated that he hoped he could get their support for the upcoming 60th Anniversary celebration of the bus boycott, which will be held in December 2015.

PRESENTATION BY ATTORNEY CLINTON GRAVES WITH GILPIN GIVHAN, PC

Attorney Clinton Graves with Gilpin Givhan, PC briefed the Commission regarding a Resolution approving and authorizing the execution and delivery by the Montgomery County Commission of a Funding Agreement and the issuance of a related General Obligation Warrant of the County in connection with the issuance of approximately \$27,000,000 in principal amount of Limited Obligation Revenue Bonds, Series 2015, by the Montgomery County Public Education Cooperative District to fund a portion of the costs of various public school capital improvements, and related matters. After discussion, the Commission agreed to place this item on the next agenda.

Attorney Graves briefed the Commission regarding a Contract with Digital Assurance Certification for SEC post-issuance compliance services. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers briefed the Commission regarding two Position Fill Requests for Customer Service Clerk, Position Number 750016041 and Customer Service Clerk, Position Number 750016036 from the Probate Judge's Office. After discussion, the Commission agreed to waive rules and add these requests to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Renewal of Lease Agreement with Williamson Properties, Ltd., for the purchase of clay gravel. After discussion the Commission agreed to waive rules and add this item to the agenda.

Mr. Speake discussed his request for an additional step increase with promotional pay increase for the Administrative Assistant to the County Engineer. After discussion, the Commission agreed to waive rules and add this item to the agenda, effective the next pay period following approval.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 2 from the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims inquired as to what action the Commission would like to take regarding the Contract with Advanced Disposal for residential solid waste collection and disposal services. Commissioner Hall recommended that the Commission let the current Contract extend for another three year period. After discussion, the Commission agreed with Commissioner Hall's recommendation and added that they would like for a representative from Advanced Disposal to meet with them every six months.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award for moving probate court, Bid No. 51100-15B-017. She noted that April 30, 2015 was the move date. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Bid Award for Paint and Paint Supplies, Bid Number 51901-15B-016. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry presented a cost for the 2015 Youth Apprenticeship/Summer Jobs Program. After discussion, the Commission agreed to waive rules and add this item to the agenda which authorized students to work 25 hours per week and hiring authorization up to the current Summer Program budget.

PRESENTATION BY PATRICK ADDISON WITH PH&J ARCHITECTS, INC.

Patrick Addison with PH&J Architects, Inc. briefed the Commission regarding Request For Proposal Numbers 3, 4 and 5 and related Purchase Orders concerning renovations and alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office. He stated that the State of Alabama would reimburse the County for these expenses. After discussion, the Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Purchase and Sale Agreement regarding 1.42 acres of land located on U.S. Highway 331 near Snowdown Park owned by Christina Howell Pirtle. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented a Commencement of Term Agreement with East Montgomery Investment Company regarding the Probate/Revenue Commissioner East Office. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Board Member appointment to the North Montgomery Volunteer Fire Protection Authority. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a Board Member reappointment to the Waugh-Mount Meigs Volunteer Fire Protection Authority. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims stated that at the April 6, 2015 meeting, the Commission discussed two board member appointments to the Montgomery City/County Public Library Board and that the Commission agreed to make a recommendation for the replacement of Mr. Ham Wilson, who desires not to be reappointed, and Ms. Paulette Moncrief, who desires not to continue serving on the board. Chairman Dean recommended Janice Franklin to replace Paulette Moncrief. Vice Chairman Harris recommended Joseph Trimble to replace Ham Wilson. After discussion, the Commission agreed to waive rules and add these appointments to the agenda.

Administrator Mims stated that at the April 6, 2015 meeting, the Commission discussed nominations for the Board of Equalization. Commissioner Williams recommended Arthur Steineker and Vice Chairman Harris nominated Ed Collier. The Commission agreed to discuss a third nominee at their next meeting.

Administrator Mims noted that at their April 6, 2015 meeting, the Commission discussed a memorandum from Director of Risk Management Scott Kramer concerning the composition of the City/County Risk Management Committee. Administrator Mims presented Minutes related to this matter, which showed that the Commission did approve for the Chair of the County Commission to appoint two members to the Joint Risk Management Committee and one member appointed jointly by the Mayor and the Chair of the County Commission.

Administrator Mims presented an email from the Montgomery Area Chamber of Commerce regarding the economic impact and hotel utilization concerning the 2014 Buckmasters Expo.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

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

The Pledge of Allegiance was led by Commissioner Walker.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of April 6, 2015. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner 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.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED AGREEMENT WITH CHAMBLESS KING ARCHITECTS REGARDING RENOVATIONS FOR THE PROBATE AND REVENUE COMMISSIONER SOUTH OFFICE

Administrator Mims presented the following memorandum:

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement with Chambless King Architects regarding Renovations to Probate and Revenue Commissioner South Office

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place on the next agenda an Architectural Services Agreement with Chambless King Architects for renovations of the Probate and Revenue Commissioner South Office located at 3425 McGehee Road.

The compensation to the architect is based upon the Alabama Building Commission Fee Schedule for Renovation, which is 9.25%. The estimated cost of work is \$838,420, which results in a fee of \$77,553. Also, included in the Agreement is a reimbursement of \$5,000 for evaluating four prior site options, including Gay Meadows Shopping Center, New Construction on Highway 231, AmSouth Bank on McGehee Road and Towne Center Shopping Center.

I am requesting that the Commission approve this Agreement.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker. Vice Chairman Harris, Commissioner Walker and Commissioner Williams voted in favor of the motion. Chairman Dean and Commissioner Hall abstained from the vote and the motion carried. (Copy of Agreement, Agenda Pages 1-2 through 1-22, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH TOPCO PEST CONTROL SERVICES FOR COUNTY BUILDINGS (CONTRACT #51100-13B-024)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: April 1, 2015

Re: Contact 51100-13B-024
Pest Control Services for County Buildings

Request the attached Amendment No. 3 to provide pest control services for Flatwood Recreation Center at 360 Williams Dr., Montgomery, AL 36110 to be considered for approval on a future agenda.

This amendment will allow the contract with Topco Pest Control to provide pest control services at the Flatwood Recreation Center on a monthly basis at \$45.00 per month.

Flatwood Recreation Center was not part of the original bid; however, per the Invitation to Bid, Montgomery County Commission reserves the right to add other locations, within the county, as needed, during the period of the contract.

Topco Pest Control Services contract will expire August 31, 2015 with the option to renew for one year; a price increase is allowable but shall not exceed 5%.

Amendment has been coordinated with James Williams, Director of Parks and Recreation.

Attachment

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 Amendment No. 3, Special Order/Approval Form, and Spreadsheet, Agenda Pages 2-2 through 2-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH AUTOMATIC FOOD SERVICE, INC., FOR SERVICING OF VENDING MACHINES (CONTRACT #51988-13B-033)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: March 20, 2015

Re: Contact 51988-13B-033
Servicing of Vending Machines

Request the attached Amendment to be considered for approval on a future agenda.

This will allow for the contract with Automatic Food Services to be extended for one (1) year, beginning May 01, 2015 and ending on April 30, 2016.

Automatic Food Service would like to increase three (3) categories of products: chips from \$1.00 to \$1.05, candy bars from \$1.00 to \$1.05 and pastries from \$1.00 to \$1.05 all other categories of products are to remain the same. Pricing will increase by 5% in accordance with the terms of the contract.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Amendment No. 1 and Agreement, Agenda Pages 3-2 through 3-5, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH THE BRIDGE, INC., FOR THE DAVIS TREATMENT PROGRAM

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

MEMORANDUM

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Date: April 8, 2015

Re: The Bridge, Inc. Contract – Amendment No. 1

I am requesting that The Bridge, Inc. Contract – Amendment No. 1 be placed on the formal agenda of the April 20, 2015 County Commission meeting. This contract with The Bridge, Inc., extends the time of the contract to coincide with grant approval from DYS. This is necessary in order to continue the operation of The Davis Treatment Program without interruption.

Thank you for your consideration in this matter.

End of Memorandum

Vice Chairman Harris made a motion to approve Amendment No. 1. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Amendment No. 1 and Agreement, Agenda Pages 4-2 through 4-7, are attached to these Minutes.)

YOUTH FACILITY – APPROVED REVISED MEMORANDUM OF UNDERSTANDING
WITH THE ADMINISTRATIVE OFFICE OF COURTS FOR REIMBURSEMENT OF
SALARY PAID TO A COURT REFEREE FOR THE 15TH JUDICIAL CIRCUIT FOR THE
PERIOD BEGINNING MARCH 16, 2015 AND ENDING SEPTEMBER 30, 2015

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

MEMORANDUM

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: April 7, 2015
Re: MOU – Referee Vicky Toles

I am requesting that the County Commission execute the revised Memorandum of Understanding for Montgomery County Youth Facility Referee Vicky Toles at the April 20th formal session. The funding for Referee Toles will be paid entirely through state funding and reimbursed by invoice at the end of each quarter in FY 2015 to the Administrative Office of Courts for all salary and fringe benefits.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Walker made a motion to approve revised Memorandum of Understanding. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Revised Memorandum of Understanding, 2014 Memorandum of Understanding, and Appendix A, Agenda Pages 5-2 through 5-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION TO RELOCATE THE
HISTORICAL MARKER, WHICH RECOGNIZES THE CREATION OF MONTGOMERY
COUNTY IN 1816, FROM WASHINGTON STREET TO THE COURTHOUSE ON SOUTH
LAWRENCE STREET

Administrator Mims presented the following memorandum:

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Historical Marker Relocation

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place on the next agenda an authorization to relocate the Historical Marker, which recognizes the creation of Montgomery County in 1816, from Washington Street to the Courthouse on South Lawrence Street.

I am requesting that the Commission approve this authorization.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Pictures, Site Plan, and Letter, Agenda Pages 6-2 through 6-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

April 20, 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 contract:

C-2015-64: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$3,000; (Walker)

NC-2015-89: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)

- NC-2015-90: City of Montgomery, to be used by BONDS to Support the County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Walker)
- NC-2015-91: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2015-92: City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Walker)

End of Memorandum

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

- NC-2015-93: BOE, Booker T. Washington Magnet High School, for Principal's Discretionary Fund - \$200; (Harris)

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

INFORMATION SYSTEMS – APPROVED BID AWARD FOR SAN BACKUP STORAGE APPLIANCE EXPANSION, BID NO. 51965-15B-015

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: April 1, 2015

Re: Invitation to Bid No: 51965-15B-015
SAN Backup Storage Appliance Expansion

Request approval of award on the above referenced Invitation to Bid to the low bid of Reliant Technology for items 1 and 4 at a combined price of \$30,000.00 and request approval to low bid of Teklinks on items 2 and 3 in the amount of \$3,736.67; be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with Lou Ialacci, Chief Information and Technology Officer.

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 8-2 through 8-11, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 25 FOR \$8,000; \$5,000 TO ALABAMA SHAKESPEARE FESTIVAL
FOR THE BEYOND GLORY PROGRAM AND \$3,000 TO ALABAMA STATE
UNIVERSITY FOR THE SMALL BUSINESS DEVELOPMENT CENTER

Administrator Mims requested approval of Budget Change Request Number 25, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Budget Change Request and Letters, Agenda Pages 9-1 through 9-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 26 FOR \$42,500 TO MONTGOMERY AREA CHAMBER OF
COMMERCE FOR TOURISM DEVELOPMENT REGARDING THE 2015 BUCKMASTERS
EXPO

Administrator Mims requested approval of Budget Change Request Number 26, County Commission Appropriations.

Commissioner Walker 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 10-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 27 FOR \$50,000 TO MONTGOMERY AREA CHAMBER OF
COMMERCE TO PROVIDE FUNDING FOR MAINTAINING GARRETT COLISEUM FOR
AGRICULTURAL AND TOURISM DEVELOPMENT IN MONTGOMERY COUNTY

Administrator Mims requested approval of Budget Change Request Number 27, 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 11-1, is attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED POSITION FILL REQUEST FOR PAYROLL AND BENEFITS MANAGER, POSITION NUMBER 210113001

Administrator Mims presented the following memorandum from Finance Director Sherrill R. Thomas:

MEMORANDUM

To: Florence M. Cauthen

From: Sherrill R. Thomas

Date: 3/31/2015

Re: Fill Request for Payroll and Benefits Manager – Finance Department

The Finance Department has a vacancy for the Payroll and Benefits Manager created by the transfer/promotion of Shirley Bazzell to the Engineering Department Administrative Assistant position.

Your consideration and approval of the Position Fill Request for this position is requested.

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 Position Fill Request, Agenda Page 12-2, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED POSITION FILL REQUEST FOR IT TECHNICIAN, POSITION NUMBER 220271004

Administrator Mims presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: County Commission

From: Lou Ialacci

Cc: Donnie Mims, Florence Cauthen

Date: March 27, 2015

RE: Position Fill Request for IT Technician/Systems

Attached is a Position Fill Request form for an IT Technician/Systems. This position became vacant when Robert Phatuross retired recently.

The position is in our current budget and is very important to our department. The Information Systems department is working on several projects and need this position to help us try to meet all these needs.

Thank you for your support.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 13-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR CLERK TYPIST II, POSITION NUMBER 146

Administrator Mims presented the following memorandum:

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Clerk Typist II, Sheriff's Office

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place a Position Fill Request for Clerk Typist II, Position Number 146 from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

Attachment

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. (Copy of Position Fill Request, Agenda Page 14-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum:

April 16, 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 April 6, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 216
- (2) Stores Clerk I, Position Number 193

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Walker 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 15-2 and 15-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUESTS (2)

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

MEMORANDUM

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Date: April 13, 2015

Re: Juvenile Probation Officer Fill Request

We have a Juvenile Probation Officer vacancy which needs to be filled in our Intake Division. I am asking that this be placed on the formal agenda of the April 20, 2015 County Commission Meeting for approval.

Thank you for your consideration!

End of Memorandum

MEMORANDUM

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Date: April 8, 2015

Re: Juvenile Detention Compliance Officer

We have a newly established Juvenile Detention Compliance Officer position to oversee compliance with our ACA accreditation standards and PREA regulations for our detention licensing. I am requesting approval at April 20th County Commission formal session to fill this vacancy.

Thank you for your consideration!

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-2 and 16-4, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (12)

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

DEPARTMENT

TRAVEL/TRAINING REQUESTS

1. Finance Department
2. Sheriff's Office
3. Probate Judge's Office
4. Detention Facility

Request Number 3
Request Numbers 25, 26, and 27
Request Numbers 5 and 6
Request Number 11

- | | | |
|----|----------------------------|--------------------------------|
| 5. | Risk Management | Request Number 10 |
| 6. | Community Corrections | Request Number 12 |
| 7. | District Attorney's Office | Request Numbers 26, 27, and 28 |

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 17-1 through 17-12, are attached to these Minutes.)

WAIVE RULES

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

SHERIFF'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Administrator Mims requested approval of Budget Change Request Number 2, Sheriff's Office.

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 18-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED ACCEPTANCE OF REQUEST FOR PROPOSAL NUMBERS 3, 4 AND 5 AND APPROVED RELATED PURCHASE ORDERS 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 Public Defender Director Aylia McKee:

April 16, 2015

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Re: Greil Mansion/Public Defender's Office Project

Dear Commissioners:

This letter is a formal request of the Montgomery County Commission to approve Request For Proposal Nos. 3, 4, and 5 to be paid through purchase order by the County Commission, all of which the State of Alabama will reimburse up to \$69,921.39.

I also ask the Commission to include this matter as one of the Waived Rules Items to be considered and add it to the agenda on April 20, 2015. This will help ensure that the project's completion date is not further delayed.

Thank you in advance for your assistance.

Best,

/s/ Aylia McKee
Director

End of Letter

Vice Chairman Harris made a motion to approve the Acceptance of Request for Proposal Numbers 3, 4 and 5 and Related Purchase Orders. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Request for Proposals 3, 4, and 5, Agenda Pages 19-2 through 19-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT WITH DIGITAL ASSURANCE
CERTIFICATION FOR SEC POST-ISSUANCE COMPLIANCE SERVICES

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission
FROM: Florence M. Cauthen, Deputy Administrator
SUBJECT: DAC Contract

Bond counsel and underwriters recommend that the County Commission engage Digital Assurance Certification, LLC to provide SEC post-issuance compliance services. The SEC has increased its scrutiny of continuing disclosure requirements, and DAC's services will ensure timely and accurate compliance by the county. DAC charges a \$2,500 set-up fee for existing undertakings and a new bond issue and an annual filing/storage fee of \$2,500.

I request that Commission waive rules and approve the attached contract.

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 Agreement, Agenda Pages 20-2 through 20-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD FOR MOVING PROBATE COURT,
BID NO. 51100-15B-017

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager
Date: April 15, 2015
Re: Invitation to Bid No. 51100-15B-017
Move Probate Court

Request that rules be waived to approve award on the above reference Invitation to Bid to the lowest bidder, Coleman America, in the amount of \$4,580.00. (Copy of spreadsheet attached.)

Your help with this matter is appreciated.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 21-2, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD FOR PAINT AND PAINT SUPPLIES,
BID NUMBER 51901-15B-016

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager
Date: April 13, 2015
Re: Invitation to Bid No. 51901-15B-016
Paint and Paint Supplies

Request that rules be waived to approve award on the above referenced Invitation to Bid to the only qualified bidder, Denson's Paint & Floor Covering, in the amount of \$47,450.25. The only other bidders, C. W. Smith Decorating Company, LLC and PPG Industrial, were disqualified because they did not attach a bid bond to the Invitation to Bid as required in the bid specifications. (Copy of spreadsheet attached.)

The low bid for the previous paint and paint supplies award was \$49,214.50.

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.

Coordination of award made with Pat Litchfield, Plant Maintenance Engineer.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Agreement and Spreadsheet, Agenda Pages 22-2 through 22-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2015 YOUTH APPRENTICESHIP/SUMMER JOB PROGRAM, AUTHORIZING THE STUDENTS TO WORK 25 HOURS PER WEEK AND HIRING AUTHORIZATION UP TO THE CURRENT BUDGET OF \$78,776

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

April 14, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Student Apprentice Program

During the April 6, 2015 work session, we discussed the Student Apprentice Program for 2015/2016 and I was asked to get the costs of hiring 30 students working 25 hrs. per week for the summer program.

I have spoken with Finance Director Sherrill Thomas and she said that the cost per student would be \$1,969 for a total cost of \$59,070 for all 30 students to work June 2, - August 7, 2015.

As with last year, our goal for this fall is to retain as many of the students as the budget will allow, so that they can transition into the Fall/Spring School-to-Work Program.

Please let me know if you have any questions.

End of Memorandum

Vice Chairman Harris made a motion to approve the 2015 Youth Apprenticeship/Summer Job Program, authorizing the students to work 25 hours per week and hiring authorization up to the current budget of \$78,776. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

ENGINEERING DEPARTMENT – APPROVED RENEWAL OF LEASE AGREEMENT
WITH WILLIAMSON PROPERTIES, LTD., FOR PURCHASE OF CLAY GRAVEL

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

April 10, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increased about 2.6%. This price increase is reasonable and in line with previous yearly price increases we have agreed upon in the past.

If approved please have attached lease agreement executed and return to our office for further processing.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the Lease Agreement. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Lease Agreement, Agenda Pages 24-2 through 24-5, is attached to these Minutes.)

NORTH MONTGOMERY VOLUNTEER FIRE PROTECTION AUTHORITY – APPROVED
BOARD MEMBER APPOINTMENT

Administrator Mims presented the following letter from North Montgomery Volunteer Fire Protection Authority President Thomas F. Barker:

April 15, 2015

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

Dear Mr. Mims:

As you are aware, Mr. Anthony Raborn has been serving as interim board member since long time member, Mr. Harold Rhodes passed away. As Mr. Rhodes' term expired, March 1, 2015, Mr. Anthony Raborn accepted the Boards appointing of membership.

Mr. Anthony Raborn
2934 Willena Avenue
Montgomery, Alabama 36110
Cell: 334.799.7355

Term expiring: March 1, 2021
6 year term

We are respectively asking for the Commissions approval of Mr. Raborn's appointment of board member to the North Montgomery Volunteer Fire Protection Authority.

We appreciate your time and favorable consideration in this matter.

Regards,

/s/ Thomas F. Barker, President
North Montgomery Volunteer Fire Protection Authority
334.850.1782

End of Letter

Commissioner Williams made a motion to appoint Anthony Raborn with a term expiring March 1, 2021. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 25-2, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum from Montgomery County Probate Office:

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 04/15/15

Re: Request to fill position numbers 750016041 (Customer Service Clerk) and number 750016036 (Customer Service Clerk)

The Montgomery County Probate Court is requesting to fill 2 vacant Customer Service Clerk positions. The positions are recently vacated and are currently in our budget.

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 26-2 and 26-3, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED ADDITIONAL STEP INCREASE WITH PROMOTIONAL PAY INCREASE FOR ADMINISTRATIVE ASSISTANT TO THE COUNTY ENGINEER, EFFECTIVE THE NEXT PAY PERIOD FOLLOWING COUNTY COMMISSION APPROVAL

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

March 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: George C. Speake, County Engineer

SUBJECT: Additional Step Salary Increase
With Promotional Pay Increase

The Montgomery County Engineering Department recently had a vacancy for an Administrative Assistant to the County Engineer position. I have selected Shirley Bazzell to fill this position, and I am recommending that she receive a one step-irregular salary increase with her promotion from Payroll and Benefits Manager A6, Step 11 (\$48,163) to Administrative Assistant to the County Engineer A8, Step 6 (\$52,451). The Montgomery City-County Rules and Regulations would have placed Mrs. Bazzell's pay at Step 5 (\$50,877). The cost of this action will be \$1,884 (including benefits) and can be handled in our existing budget. The employee who retired from this position was at Step 9 (\$57,172).

Mrs. Bazzell was initially hired by the County Commission in 1997 as the Secretary to the Finance Director, and in 2002 she was promoted to Payroll and Benefits Manager. In her capacity as Payroll and Benefits Manager, Mrs. Bazzell has worked closely with our department. Therefore, she is already very familiar with the duties of this position, and I feel will be a tremendous asset to our department moving forward.

I ask that the Commission waive rules and approve this item at the next County Commission meeting on April 6, 2015. If approved, this action would go into effect on the pay period beginning April 13, 2015.

This is for you information, review and further approval. If you have any questions or need additional information please advise.

Attachments

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. (Copies of Referral Report and Position Fill Request, Agenda Pages 27-2 and 27-3, are attached to these Minutes.)

MONTGOMERY CITY/COUNTY PUBLIC LIBRARY BOARD – APPROVED BOARD MEMBER APPOINTMENTS

Administrator Mims presented the following memorandum:

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery City-County Public Library Board Appointments

The Montgomery County Commission, during its meeting on April 6, 2015, discussed two board member appointments to the Montgomery City-County Public Library Board. At the next meeting, the Commission agreed to make a recommendation for the replacement of Mr. Ham Wilson, who desires not to be reappointed, and Ms. Paulette Moncrief, who desires not to continue on the board.

We will be discussing appointments for this board at Monday's meeting.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to appoint Dr. Janice Franklin to serve the remainder of Paulette Moncrief's term expiring June 1, 2017 and to appoint Joseph Trimble with a term expiring June 1, 2019. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 28-2, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 28 FOR \$6,000 TO BOARD OF EDUCATION FOR GEORGE WASHINGTON CARVER HIGH SCHOOL AND JEFFERSON DAVIS HIGH SCHOOL STUDENT CHAMPIONSHIP RINGS

Administrator Mims requested approval of Budget Change Request Number 28, 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 29-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Chairman Dean asked everyone to join him in wishing Vice Chairman Harris a "Happy Birthday".

Chairman Dean asked Revenue Commissioner Janet Buskey to approach the podium. Chairman Dean read a letter that he had received from Alabama Department of Revenue Property Tax Division Director Bill Bass stating that Revenue Commissioner Buskey had successfully completed her Alabama Certified Tax Administrator Comprehensive Examination. Chairman Dean noted that Revenue Commissioner Buskey is Montgomery County's first Revenue Commissioner to obtain this certification and the audience applauded her accomplishment.

Revenue Commissioner Buskey thanked everyone. She stated that when elected to this office, she pledged to take all of the required educational courses and learn as much as possible so that she could be the best Revenue Commissioner for the taxpayers of Montgomery County.

Commissioner Hall welcomed everyone back and thanked them for all they do. He wished Vice Chairman Harris a happy birthday.

Commissioner Williams told the audience good morning and to have a good week. He also wished Vice Chairman Harris a happy birthday.

Chairman Dean wished everyone good morning and said to have a good day, too. He stated that this is Vice Chairman Harris' day.

Vice Chairman Harris said good morning to everyone. He stated that Revenue Commissioner Buskey has always known and has told him that she is the greatest. He stated that we all now know that she is special and is the greatest; he then congratulated Revenue Commissioner Buskey. Vice Chairman Harris acknowledged that today is his birthday and that his gift to everyone is to be brief and agreeable and for everyone to enjoy it because it only comes around once a year.

Chairman Dean asked the WSFA media to interview Revenue Commissioner Buskey because her achievement is great news.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK AND COMMUNITY DEVELOPMENT SPECIALIST LESLIE YORK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Community Development Specialist Leslie York with Central Alabama Regional Planning and Development Commission introduced Grant Writer Pamela Trammel. Ms. York briefed the Commission regarding the 2015 CDBG Programs, which has a set deadline for June 15, 2015. She stated that the grant is a maximum of \$350,000 and that the county would need to provide a 10% match.

Executive Director Greg Clark informed the Commission that the Alabama Department of Economic and Community Affairs has determined that the Lagos del Sol neighborhood is a good site, but it would need substantial County dollars to help make that project whole. Ms. York stated that we need to identify some projects so that CARPDC staff can survey the projects as soon as possible.

Administrator Mims asked if Lagos del Sol qualifies for the housing rehab. Mr. Clark stated that housing rehab would be one component, but ADECA would like a more comprehensive

application and would require the County to put in additional dollars to address other issues in this neighborhood.

Vice Chairman Harris stated that the County needs a process for the public to give their input. Ms. York stated that there is continued interest in improvements at Eastwood Villa neighborhood. Chairman Dean stated that Lagos del Sol and the Hunter Station area are two devastated areas.

After discussion, the Commission asked Ms. York and the County Engineers to visit the Lagos del Sol neighborhood, survey the site and report back at the next Commission meeting. Administrator Mims expressed that he would like to be included in the visit.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Standard & Poor's Ratings Services letter regarding the \$27,000,000 Montgomery County Public Education Cooperative District Limited Obligation Revenue Bonds, Series 2015, which was assigned a rating of "AA". (Copies of Letter and Related Documents, Agenda Pages 30-1 through 30-9, are attached to these Minutes.)

PRESENTATION BY ARTISTIC DIRECTOR KITTY SEALE AND DANCERS AARIONA BOSWELL, MCKENZIE CULPATRICK AND JESSICA RUSSELL WITH THE ALABAMA DANCE THEATRE

Artistic Director Kitty Seale with the Alabama Dance Theatre briefed the Commission regarding the Education Outreach Programs and requested funding in the amount of \$10,000. Aariona Boswell, McKenzie Culpatrick and Jessica Russell, who are program participants, expressed to the Commission how much these programs have helped them. The Commission asked Administrator Mims to remind them of this request at the next meeting.

DISCUSSION BY THE COMMISSION

Administrator Mims presented a Resolution authorizing County Attorneys to hire contract attorneys, which was drafted and proposed by County Attorney Thomas C. Means. Commissioner Walker asked for an example of when outside attorneys are needed, and Attorney Means responded that they are used in emergency situations. Attorney Means briefed the Commission regarding an Emergency Petition for a Writ of Mandamus filed in the Alabama Supreme Court by the Alabama Policy Institute and the Alabama Citizens Action Program regarding same sex marriage. He stated that Attorney Mark Englehart was hired to help write a response to the Writ. At this point of the discussion, Administrator Mims presented an invoice for legal services from Attorney Means dated April 8, 2015, for services rendered by Contract Attorney Mark Englehart.

Vice Chairman Harris asked Attorney Means to provide itemized billing instead of block billing on all future invoices. Attorney Means agreed.

Commissioner Williams asked when the County Attorneys' last received a raise. Attorney Means discussed the rate of pay for attorneys and their staff. After discussion, the Commission asked Administrator Mims to research the billing rates of other county attorneys.

Chairman Dean asked Administrator Mims if he had ever approved a bill for contract attorneys. Administrator Mims responded that he did not have any recollection of approving a bill for a contract attorney.

Vice Chairman Harris asked if contract attorneys execute an engagement letter for services. Attorney Means explained that he executes an engagement letter with attorneys who do contract work with his firm.

After discussion, the Commission agreed to place the Resolution on the next agenda and authorized Administrator Mims to pay the invoice from Attorney Means for the services rendered by Attorney Mark Englehart.

Chairman Dean stated that Administrator Mims approves all of the bills for the attorneys. Administrator Mims noted that the accounts payable checks are on each agenda for Commission approval and that the next agenda would have the payment for Attorney Mark Englehart's legal services.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded the Commission that the 2014 Statement of Economic Interests Forms must be filed April 30, 2015.

Administrator Mims presented a schedule of upcoming Bids/Contract renewals for April – August 2015.

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

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

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

DISCUSSION BY THE COMMISSION

Vice Chairman Harris asked Administrator Mims to research the downward trend of the population of Montgomery County.

ADJOURNMENT

Commissioner Hall made a motion to adjourn the meeting of the Montgomery County Commission on April 20, 2015, at 11:17 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-03-15

Check Number	To	Check Number
252046		252083
Total Checks Paid		\$255,090.93

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 04-03-15

Check Number	To	Check Number
252084		252160
Total Checks Paid		\$184,863.73

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 04-10-15

Check Number	To	Check Number
252161		252217
Total Checks Paid		\$131,815.10

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 04-10-15

Check Number	To	Check Number
252218		252304
Total Checks Paid		\$180,308.04

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
04/17/15

Payroll Check Number	122572	To	Payroll Check Number	122642	\$ 50,953.09
Direct Deposits					\$ 811,695.64
Payroll Check Number	122643	To	Payroll Check Number	122671	\$ 248,974.44
Direct Deposits					\$ 356,944.46
Federal Deposits					\$ 309,221.62
Total Payroll Paid					\$ 1,777,789.25

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

AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 9th day of March in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104
334.832.1204

and the Architect:
(Name, legal status, address and other information)

Chambless King Architects
12 West Jefferson Street, Suite 300
Montgomery, AL 36104
334.272.0029

for the following Project:
(Name, location and detailed description)

Probate and Revenue Commission Office South – Renovations to the existing 'Pier One' building on McGehee Road.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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User Notes: (843980125)

TABLE OF ARTICLES

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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The site is the original 'Pier One' building located on McGehee Road across from Montgomery Mall. Scope of work will include all interior renovation required to create a functional Probate and Revenue Commission Office (See Attachment 'A'). Scope will also include required upgrades to mechanical and electrical systems, as well as building shell and general site improvements.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 Cost Estimate shall be by Architect's Cost Estimation. See additional services.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.1.4 The Architect shall make TWO (2) VISITS PER MONTH for the duration of construction, but no less than eight (8) site visits.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

| See Attachment 'C' – List of Services

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

| § 4.2.1 The Architect has included in Basic Services eight (8) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount , if required. See also Attachment 'C'.

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§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared

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by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraphs deleted)

ARTICLE 8 DISPUTE RESOLUTION (See attached Addendum Page)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation will be based upon the standard State of Alabama Building Commission Rates for renovation plus additional services as identified. The not to exceed fee shall be \$ 77,553.

Estimated cost of work per Attachment 'E' - \$838,420

Alabama Building Commission Fee for Renovation - $7.4\% \times 1.25\% = 9.25\%$

Not to Exceed Fixed Fee for Basic Services - $\$838,420 \times 9.25\% = \$77,553$

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Evaluation of all tentative locations and cost - \$5,000.00

- Evaluate 4 prior site options, including Gay Meadows Shopping Center, New Construction on Highway 231, AmSouth Bank on McGehee Road and Towne Center Shopping Center.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per attached rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

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§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Forty	percent (	40	%)
Construction Documents	Forty	percent (	40	%)
Phase				
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment 'D' – Rate Schedule

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred. The cap for reimbursable expenses shall be \$5,000.00. Contract document printing shall be by the Contractor. All construction or agency review fees and permits, advertising, or other fees shall be paid by the Owner or General Contractor.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

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the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Five Thousand Dollars (\$ 5,000.00), for prior investigation service as noted in Attachment 'C' shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account on the initial invoice for services rendered.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

per annum %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The Architect shall provide one (1) set of biddable documents. The Owner shall bid any item not considered a part of the Contractor's Scope of Work separately. If the Architect is required to prepare and manage more than one (1) Contract Document Bid Package, this effort will be considered an Additional Service and a revised fee estimate will be submitted for Owner approval.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Attachment 'A' – Preliminary Floor Plan Option
Attachment 'B' – Consultants
Attachment 'C' – List of Services
Attachment 'D' – Rate Schedule
Attachment 'E' – Preliminary Project Budget

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This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Elton N. Dean, Sr. Chairman

(Printed name and title)

(Signature)

John Chambless Principal

(Printed name and title)

Init.

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ADDENDUM

DISPUTE RESOLUTION

If a dispute arises out of or relates to this **AGREEMENT** or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Brown Chambless Architects

**MONTGOMERY, AL
PROBATE OFFICE SOUTH Pier 1 Site Option**

SCHEMATIC FLOOR PLAN

TOTAL SF: 8,640 SF

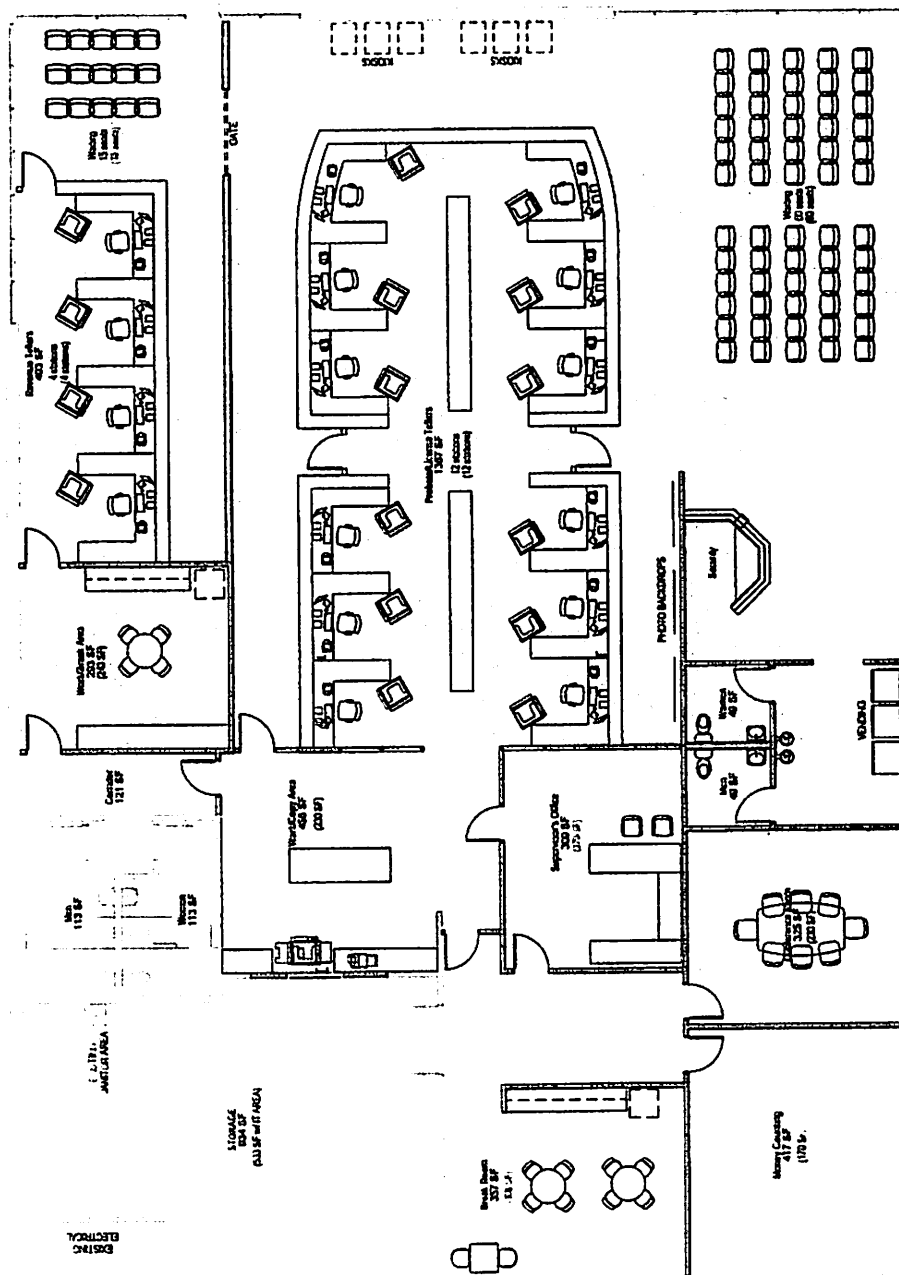
LEGEND

Existing literature

! how perfect

Product Name

== 4) Prognose (und Gegenmaßnahmen)



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CHAMBLESSING

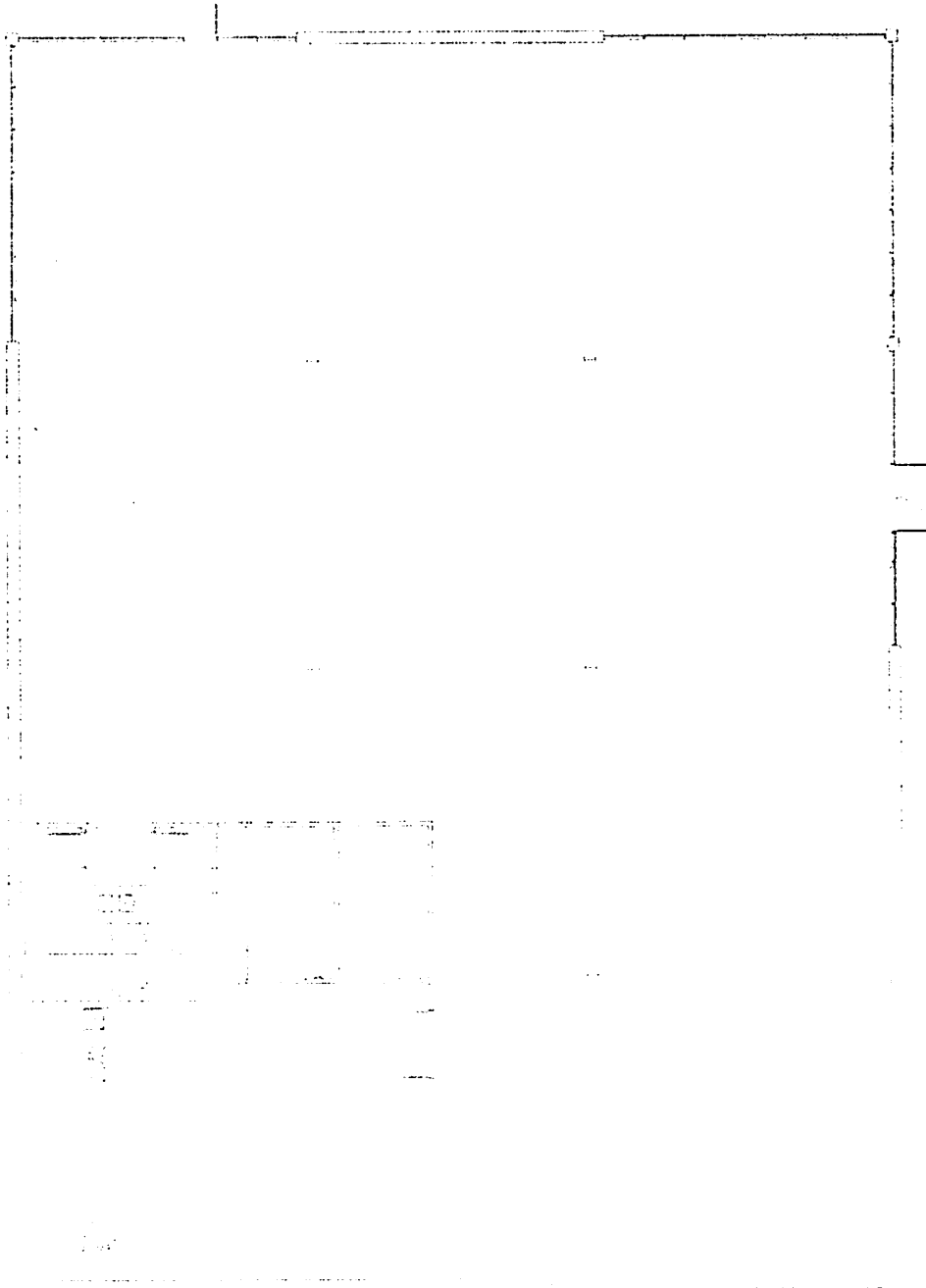
12 West Jefferson St., Suite 300 / Montgomery, AL 36104
304.372.0003 www.Garibonding.com

MONTGOMERY, AL
PROBATE OFFICE SOUTH PIER 1 Site Option

EXISTING / DEMOLITION
 TOTAL SF: 8,640 SF

LEGEND

Existing partitions
 Partitions to be demolished



01

CHAMBLESS | KING
 12 West Jefferson St., Suite 202 / Montgomery, AL 36104
 205.273.0000 www.chambllessking.com



**Probate Office South
Montgomery, Alabama**

CONSULTANTS

Interior Design

Chambless King Architects
12 W. Jefferson Street, Suite 300
Montgomery, AL 36104
334.272.0029

Furniture & Equipment Selection – by County

HVAC & Plumbing Engineer

Zgouvas Eiring & Associates
800 S. McDonough Street, Suite 200
Montgomery, ,AL 36104
334.263.4406

Electrical Engineer

TBD

Structural Engineer

TBD

Montgomery County Probate South Offices and
New Revenue Commission Office

Attachment 'C'

List of Services

Basic Services Consulting:	By Design Team	By Owner	Notes
Architecture	Yes		In coordination with Owner's Preferred Vendor, State Contract Acquisition
Interior Design	Yes		
Structural	Yes		Fire Protection by Building Owner
HVAC and Plumbing	Yes		
Fire Protection		Yes	
Specialty Consulting Services:	By Design Team	By Owner	Notes
Site Design	Yes		Recommend H/C Parking Repairs and Landscaping, as needed
Food Service	N/A		
Video		Yes	If required, by Owner's Vendor
Distributed TV System			
Exterior Signage System		Yes	Signage Anticapped on Façade, Owner to assist with Vendor
Acoustic Vibration and Noise Control	N/A		
Security Systems			
Video Surveillance System		Yes	By Owner's Vendor
Access Control	Yes		With assistance from Owner's Vendor
Low Voltage (Tel/Data/POS) Cabling Systems		Yes	If required, by Owner's Vendor
Sound System	N/A		
Signage/Graphics	Yes		By Interior Design
Specialty Lighting	Yes		By Interior Design
Traffic Consultant	N/A		
Cost Estimating	N/A		
Owner Furnished Consulting Services:	By Design Team	Owner Provided	Notes
Environmental Assessment/Report		Yes	If needed, Report from Building Owner
Geo-Technical Engineering	N/A		
Survey	N/A		
Special Inspections	N/A		
Other Scope Items	By Design Team	Owner Provided	Notes
Reimbursables	Yes		As incurred per contract

1. Provide evaluation of multiple site and renovation options including:

- a. New construction site on Highway 231.
- b. Renovations to McGehee Road Shopping Center.
- c. Acquisition / Renovations to the vacant AmSouth Bank on McGehee Road.
- d. Renovations to Towne Center Shopping Center.

Total Fee for Investigative Services \$5,000.00

Exhibit 'D'**Chambless King Architects****Rates/Fees
Jan-14****RATE SCHEDULE: COST-PLUS FEE AND/OR ADD'L SERVICES OF ARCHITECT****ADDITIONAL SERVICES OF THE ARCHITECT**

Principal	\$175.00	per hour
Project Manager	\$125.00	per hour
Project Designer	\$95.00	per hour
Interior Designer	\$85.00	per hour
Design Staff	\$75.00	per hour
Clerical	\$45.00	per hour
Construction Administration	\$85.00	per hour

ADDITIONAL SERVICES OF THE CONSULTANT

Owner will be billed at a multiple of 1.5 times the amount billed the Architect for such services.

REIMBURSABLE EXPENSES

NOTE: There will be a 10% handling charge on all reimbursable expenses, unless otherwise specified in the contract.

Telephone/Fax		actual cost
Meals, Room, Commercial Air, Auto Rental/Taxi		actual cost
Travel Expense	.55/mile	per mile
<u>Printing & Handling</u>		
B/W Copies	8-1/2x11	\$0.10 per sheet
	11x17	\$0.50 per sheet
	24x36	\$0.75 per sheet
	30x42	\$1.00 per sheet
<u>Color Large Format</u>		
Line Work		\$2.75 per sq. ft.
Graphics		\$6.50 per sq. ft.
<u>Mounting</u>		
24x36		\$16.50 per sheet
30x42		\$24.75 per sheet
<u>Laminating</u>		
24x36		\$16.50 per sheet
30x24		\$24.75 per sheet
<u>Photo Gloss Paper</u>		\$10.00 per sq. ft.
<u>Color Copies</u>	8-1/2x11	\$0.60 per sheet
	11x17	\$1.00 per sheet
<u>Binding</u>		
8-1/2x11 Specifications		\$2.00 per set
Large Format Screws		\$5.00 per set
Large Format Staples		\$2.00 per set
<u>Disk</u>		\$15.00 per disk

INTERIOR DESIGN

Presentation Board	\$300.00 each
Rendering	actual cost plus 10%

Cost Analysis - Proposed Pier One Building- Design and Construction Budgets

Attachment 'E'

Preliminary Analysis - Updated, December 10, 2014

Concept Estimate - Range of Magnitude				
Item	Description	Unit Cost/SF	SF	TOTAL
General Tenant Build Out	Build Out per Plans	\$70.00	8,640	\$604,800.00
Exterior Improvements				
Shell	Replace rotted wood, encapsulate with hardi-plank, re-seal glazing, etc.		allow	\$75,000.00
Site	Landscaping, Signage and Parking Lot Imp.			\$50,000.00
IT / Cabling	Security, telecommunications, et al	\$3.75	8,640	\$32,400.00
	Sub-Total			\$762,200.00
	Contingency at 10%			\$76,220.00
	Sub-Total			\$838,420.00
Architect, Engineering, Testing, et al. = 10%	All consulting, including environmental, survey, existing conditions, etc.			\$83,842.00
	TOTAL			\$922,262.00
Total Recommended Budget:				\$922,262.00
Average Development Cost per SF				\$106.74

Estimate does not include: Building Acquisition Costs, Furniture, Fixtures, Window Treatments

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

**Amendment
To
Contract # 51100-13B-024**

Amendment No. 3

Contract for pest control services for Montgomery County, to be provided at Flatwood Recreation Center, 360 Williams Drive, Montgomery, AL 36110 is hereby amended as follows:

The following building will be added to the contract, Flatwood Recreation Center. Pest control services will be provided on a monthly basis at \$45.00 per month, which should be billed to Montgomery County Commission, Recreation Department, and P.O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS:

TOPCO PEST CONTROL SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

TOPCO PEST CONTROL, INC.

1577 EAST ANN STREET
MONTGOMERY, ALABAMA 36107

Telephone 334-263-1070
Fax 334-263-1077

email: topcopcs@bellsouth.net

DATE: 3/11/2015

SPECIAL ORDER/APPROVAL

CUSTOMER Montgomery County Commission
100 S. Lawrence, Montgomery

Attention: Danny Turner / James Williams

LOCATION FLATWOOD CENTER

300 William Dr., Montgomery

PEST PROBLEM General pests in the main building
and all other rooms including the kitchen
and around the building

TREATMENT NEEDED Needs service for control of various
pests such as roaches, ants, spiders, rodents etc
on a monthly basis. There will be 30-day guarantee

COST ESTIMATE With this service - \$ 45⁰⁰ / month
(one time treatment)

Please add this facility to the list

TREATMENT DATE Will be set on receipt of purchase order

APPROVED BY:

DATE

SIGNATURES

TITLE

ms Turner: This facility can be added to the existing
list of buildings that we service monthly. Please
let me know if you decide to do that. Thanks.

R. S. SAINI

MANAGER

Pest Controls Services for Montgomery County Buildings

1.	COURTHOUSE			
	251 SOUTH LAWRENCE STREET	QUARTERLY	\$ <u>63.00</u>	\$ <u>252.00</u>
	(104,550 S.F.)		Qtr.	Year
2.	ANNEX I, 100 SOUTH LAWRENCE ST.	MONTHLY	\$ <u>52.50</u>	\$ <u>630.00</u>
	(132,892 S.F.)		Month	Year
3.	ANNEX II, 125 WASHINGTON AVE.	QUARTERLY	\$ <u>42.00</u>	\$ <u>168.00</u>
	(23,400 S.F.)		Qtr.	Year
4.	ANNEX III, 101 S. LAWRENCE STREET	MONTHLY	\$ <u>52.50</u>	\$ <u>630.00</u>
	(73,972 S.F.)		Month	Year
5.	CARNEGIE BUILDING,			
	131 S. PERRY STREET	QUARTERLY	\$ <u>42.00</u>	\$ <u>168.00</u>
	(13,675 S.F.)		Qtr.	Year
6.	GREIL BUILDING, 305 S. LAWRENCE ST.	QUARTERLY	\$ <u>42.00</u>	\$ <u>168.00</u>
	(9,488 S.F.)		Qtr.	Year
7.	YOUTH FACILITY: 1111 AIRBASE BLVD.	MONTHLY	\$ <u>94.50</u>	\$ <u>1,134.00</u>
	(54,930 S.F.)		Month	Year
8.	YOUTH FACILITY: 5 MOBILE HOME UNITS			
	LOCATED BEHIND YOUTH FACILITY BLDG.	MONTHLY	\$ <u>52.50</u>	\$ <u>630.00</u>
	(7,200 S.F.)		Month	Year
9.	KITCHEN AT CAMP DAVIS BEHIND			
	THE YOUTH FACILITY (2,600 S.F.)	MONTHLY	\$ <u>21.00</u>	\$ <u>252.00</u>
			Month	Year
10.	ENGINEERING DEPT.; SIGN SHOP; 1800			
	TERMINAL ROAD (6880 S.F.)	MONTHLY	\$ <u>31.50</u>	\$ <u>378.00</u>
			Month	Year
11.	DISTRICT I, 1800 TERMINAL ROAD	MONTHLY	\$ <u>31.50</u>	\$ <u>378.00</u>
	(6152 S.F.)		Month	Year
12.	DISTRICT II, MERIWETHER RD., PIKE RD. MONTHLY		\$ <u>31.50</u>	\$ <u>378.00</u>
	(256 S.F.)		Month	Year

13.	DISTRICT III, HICKORY GROVE RD.,RAMER (7800 S.F.)	QUARTERLY	\$ <u>73.50</u> Qtr.	\$ <u>294.00</u> Year
14.	COUNTY SHOP, 1852 TERMINAL RD. (11,500 S.F.)	QUARTERLY	\$ <u>31.50</u> Qtr.	\$ <u>126.00</u> Year
15.	PROBATE, 5449 ATLANTA HWY. (6,800 S.F.)	MONTHLY	\$ <u>31.50</u> Month	\$ <u>378.50</u> Year
16.	PROBATE, 3032 WOODLEY ROAD (2,769 S.F.)	MONTHLY	\$ <u>31.50</u> Month	\$ <u>378.50</u> Year
17.	PROBATE/REVENUE BUILDING WEST-3075 MOBILE HWY. (9,076 S.F.)	MONTHLY	\$ <u>42.00</u> Month	\$ <u>504.00</u> Year
18.	REVENUE, 5447 ATLANTA HWY. (1,400 S.F.)	MONTHLY	\$ <u>21.00</u> Month	\$ <u>252.00</u> Year
19.	SHERIFF WAREHOUSE: 1050 DAY STREET ROAD (12,828 S.F.)	MONTHLY	\$ <u>42.00</u> Month	\$ <u>504.00</u> Year
20.	SHERIFF, FIRING RANGE JANET WARNER ROAD (1,875 sf); Training Facility-5,076 S.F.; Shooting House-2,000 S.F.; FAT's House – 736 S.F.; Storage Shed-240 S.F. TOTAL – 9,927 S.F.	QUARTERLY	\$ <u>36.75</u> Qtr.	\$ <u>147.00</u> Year
21.	SHERIFF'S OFFICE; SUB-STATION; RAMER, AL. - (1,066 S.F.)	QUARTERLY	\$ <u>31.50</u> Qtr.	\$ <u>126.00</u> Year
22.	PRESTWOOD BUILDING 350 ADAMS AVE. (9,776 S.F.)	MONTHLY	\$ <u>31.50</u> Month	\$ <u>378.00</u> Year
23.	COMMUNITY CORRECTIONS (EPSY BLDG.) 301 SOUTH MCDONOUGH STREET Front Bldg. – 5,152 S.F. Back Bldg. – 1,482 S.F.	MONTHLY	\$ <u>42.00</u> Month	\$ <u>504.00</u> Year

24.	CARE HERE HEALTH CLINIC			
	300S. HULL STREET	MONTHLY	\$ <u>31.50</u>	\$ <u>378.00</u>
	(2,552 S.F.)		Month	Year
25.	ANNEX IV – FAMILY JUSTICE CENTER			
	530 S. LAWRENCE STREET	MONTHLY	\$ <u>42.00</u>	\$ <u>504.00</u>
	(9,234 S.F.)		Month	Year
26.	BUILDING – 514 HERRON STREET	MONTHLY	\$ <u>21.00</u>	\$ <u>252.00</u>
	(1,200 S.F.)		Month	Year
TOTAL PRICE FOR THE YEAR – PART I				\$ <u>9,891.00</u>
PART II				
27.	DETENTION FACILITY- NEW -	MONTHLY	\$ <u>126.00</u>	\$ <u>1,512.00</u>
	(169,768 S.F.)		Month	Year
28.	DETENTION FACILITY, 250 S.			
	MCDONOUGH STREET	MONTHLY	\$ <u>630.00</u>	\$ <u>7,560.00</u>
	INCLUDES KITCHEN (91,008 S.F.)		Month	Year
TOTAL PRICE FOR THE YEAR – PART II				\$ <u>9,072.00</u>

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

**Amendment
To
Contract # 51988-13B-033**

Amendment No. 1

Contract for servicing of vending machines, is hereby extended for one (1) year beginning May 1, 2015 and ending April 30, 2016.

Three (3) categories of products will increase: chips from \$1.00 to \$1.05, candy bars from \$1.00 to \$1.05 and pastries from \$1.00 to \$1.05 all other categories of products are to remain the same. Prices will increase on three categories of products by 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

AUTOMATIC FOOD SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGREEMENT

THIS AGREEMENT made this May 1, 2014, by and between the Montgomery County Commission and AFS CANTEEN.

WINESETH:

In consideration of the mutual promises of each to the other, Montgomery County hereby grants permission to AFS CANTEEN, to exclusively, place vending machines in County buildings upon the following terms and conditions:

1. SERVICE CONDITIONS:

- (A). AFS CANTEEN will install, maintain and service all vending machines in the spaces allotted to it; and at time of contract implementation will furnish automatic vending equipment that is the latest production model.
- (B). AFS CANTEEN will furnish all the materials, management and labor necessary for the purpose of efficient operation of said vending machines.
- (C). AFS CANTEEN will operate and maintain said vending machines in a clean and healthy condition in accordance with all laws, ordinances, regulations and rules of federal, state and local authorities;
- (D). Montgomery County agrees to provide all necessary utilities to a point within five feet (5') of each piece of vending equipment.
- (E). AFS CANTEEN shall provide trained personnel to properly service the vending equipment and comply with all rules and regulations of Montgomery County and not interfere with the ordinary operations thereof. It is understood and agreed that AFS CANTEEN is an independent contractor and not an employee of Montgomery County and that the employees of AFS CANTEEN are not the employees of Montgomery County. AFS CANTEEN agrees to pay all taxes and contributions required by law for social security, unemployment, or any other law or act relating to its employees.
- (F). AFS Canteen will respond to all calls for service and supplying machines within 24 hours after receipt of call. All drinks and food products will be fresh and expiration date will be no more than 10 days from date of stocking machine. Machines will be serviced every 10 days, unless it is determined that the equipment needs to be serviced more frequently.
- (G.) Nutritional Standards: Between 25-100% of the snacks in the vending machines are to meet the 10-10-5 nutrition standards outlined below:
- 10% or less of the Daily Value (DV) of total fat (nuts are exceptions)
 - 10% or less of the Daily Value (DV) of total carbohydrate (fruits are exceptions)
 - 5% or more of the Daily Value (DV) of at least one of the following nutrients: fiber, Vitamin A, Vitamin C, calcium,
 - 360 mg or less of sodium.

Preferred beverages include pure water, non-carbonated flavored and vitamin enhanced water (without artificial flavorings), 100% fruit and/or vegetable juice (without artificial sweeteners) and diet soda.

2. FINANCIAL TERMS:

Selling prices shall remain firm for the first year as follows:

<u>Category of Products</u>	<u>Sale Price</u>
1. Soft Drinks, 20oz.	<u>\$1.50</u>
2. Bottled Water, 20oz.	<u>\$1.25</u>
3. Soft Drinks Can 12 oz.	<u>\$1.00</u>
4. Chips	<u>\$1.00</u>
5. Crackers	<u>\$.65</u>
6. Candy Bars	<u>\$1.00</u>
7. Pastry	<u>\$1.00</u>
8. Gum	<u>\$.65</u>
9. Headache Powders	<u>\$.65</u>

A price increase on each category of product may be allowed after the first year but shall not exceed 5% per year. All pricing of products will be determined by the County Administrator. AFS Canteen will pay a 16% commission based upon the pre-tax sales.

3. INSURANCE

(A). AFS CANTEEN shall identify and hold Montgomery County harmless against any and all loss, damage and expense for any injury to person or property arising out of or in connection with the operating of said vending machines and the sale of products there from; and for any loss or penalty resulting from the vendor's violation of any law or ordinance;

(B). AFS CANTEEN shall maintain at its cost, workmen's compensation, (or employer's liability) insurance and commercial general liability insurance, including property damage, products and completed operations liability with companies acceptable to Montgomery County and with the following limits:

General Aggregate Limit	\$ 600,000.00
Products & Completed Operations	600,000.00
Personal Injury	300,000.00
Each Occurrence Limit	300,000.00
Umbrella Coverage	5,000,000.00
Worker's Compensation	1,000,000.00

AFS CANTEEN shall furnish Montgomery County with certificate of insurance as evidence of coverage.

4. TERMS:

The term of this agreement shall be one (1) year, with the option to renew for two (2) years, for the installation, operation, supplying and serving of vending machines for County buildings located throughout the County.

5. TERMINATION:

Montgomery County and AFS Canteen reserves the right to cancel this agreement without penalty and with 30 days prior written notice.

6. LICENSES, PERMITS AND TAXES:

AFS CANTEEN will obtain and pay for all federal, state and local licenses and permits required for the vending service, as well as collect and pay all federal, state and local sales, use and excise taxes attributable to the vending service.

7. DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and AFS Canteen.

8. NOTICE

Notices required to be provided under this agreement shall be in writing and must be mailed first class certified mail to: Dod Hamre, AFS CANTEEN 3013 Hayneville Road Montgomery Alabama 36108 and for the County, Donald L. Mims, County Administrator, P.O. Box 1667, Montgomery, Alabama,, 36102-1667.

AFS CANTEEN

By: Kan Miller
Kan Miller

Montgomery County Commission

By: Elton N. Hearn, Sr.

Title: Chairman

STATE OF ALABAMA

AGREEMENT
BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
THE BRIDGE, INC.

Amendment No. 1

Contract No. 52601-12P-017

Contract No. 52601-12P-017, Operation of Camp Davis, is hereby extended for an additional three (3) month period, beginning May 1, 2015 and ending July 31, 2015.

All specifications and provisions of the contract shall remain the same.

The Bridge, Inc.

By: _____
Tim Naugher, Executive Director Date

Montgomery County Commission

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

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1: Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day treatment program, the Weekend Adolescent Intensive Treatment program, and a program for Truancy Elimination. The daily program capacity is 35 male and female youths. The Company agrees to operate the program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-12P-017.

Section 2: Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation of the program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company at its sole cost and expense, shall provide for the comprehensive liability coverage and workmen's compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics The program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8 Program Records The Company will maintain program records of all significant activities related to the operation of the program. These records will be available for review by the Contracting Authority.

Section 9 Compliance The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10 Physical Examination The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the program.

Section 11. Term The Term of this Agreement shall commence on May 1, 2014 and shall run through April 30, 2015, with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one year renewal period. The company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 12 herein.

Section 12. Compensation for Services The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement for the period commencing on May 1, 2014 and ending April 30, 2015, the sum of \$450,000.00 Dollars, payable in monthly installments of \$37,500.00.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 13. Billing for Services The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-12P-017. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 14. Unusual Occurrences and Incidents The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 15. Breach, Notice, and Cure In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 16. Prohibition of Assignment The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 17. Hold Harmless The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 18. Notice If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:
Bruce R. Howell, Administrator
Montgomery County Family Court
P.O. Box 9219-1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:
Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904

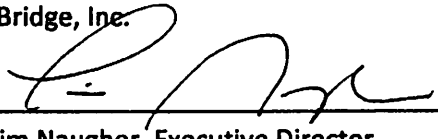
Section 19. Resolution of Disputes If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 20. Complete Agreement; Amendments and Waivers This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

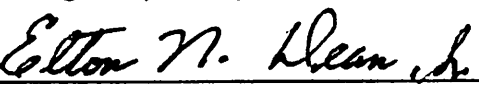
By:  _____

Date: 5/29/14

Tim Naugher, Executive Director

ATTEST:

The Montgomery County Commission

By:  _____

Date: 5/5/14



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

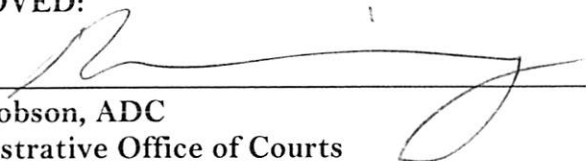
I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (**not to exceed an annual amount of \$50,119.20**) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$38.60 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning March 16, 2015 and ending September 30, 2015.

II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

III. AOC will invoice the Commission at the end of each quarter in FY 2015 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:

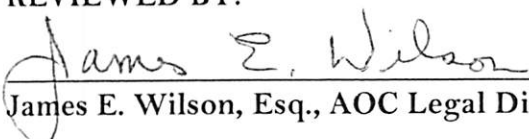

Rich Hobson, ADC
Administrative Office of Courts

3/4/15
Date

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

Date

REVIEWED BY:

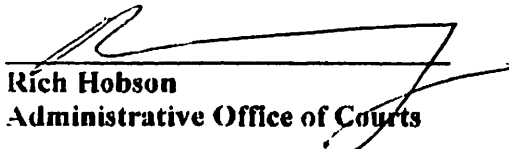

James E. Wilson, Esq., AOC Legal Division

March 4, 2015
Date

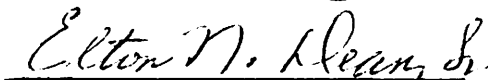
**MEMORANDUM OF UNDERSTANDING
BETWEEN ADMINISTRATIVE OFFICE OF COURTS
AND
MONTGOMERY COUNTY COMMISSION**

- I. This Memorandum of Understanding (hereinafter, "MOU") is hereby entered by and between the State of Alabama acting through the Administrative Office of Courts (hereinafter, "AOC") and the Montgomery County Commission (hereinafter, "the Commission") for the public purpose of providing \$53,953.32 of the salary and fringe benefits of court referee Vicky Toles for the Fifteenth Judicial Circuit. Referee Toles will work a minimum of 25 hours per week and administer detention and shelter care hearings. This MOU is effective for the period beginning October 1, 2014 and ending September 30, 2015 (see attached Appendix A).
- II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for judicial employees in future months or years beyond the period states. Should AOC receive additional State funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.
- III. AOC will invoice the Commission in the month following the end of the each quarter in FY 2014 for the salary and fringe benefits paid. Any inquiries made to AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention of Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

Approved:


Rich Hobson
Administrative Office of Courts

Date: 10/10/14


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

Date: 11/3/14

APPENDIX A

Montgomery County Computation of Salary and Fringe Benefits FY2015

Employee	Salary	Pay Periods	Insurance Payments	Total Salary	FICA 7.65%	Retirement 10.12%	Insurance \$765 Per Month	Total
Vicky Toles	2,088.30	24	12	50,119.20	3,834.12			53,953.32

A County Older Than The State

MONTGOMERY COUNTY

1816

Created by Mississippi Territorial Legislature from lands ceded by Creek Indian Nation in Treaty of Fort Jackson, 1814.

Named for Major Lemuel Purnell Montgomery, Killed at Horseshoe Bend, 1814, while leading charge on Indian fortifications.

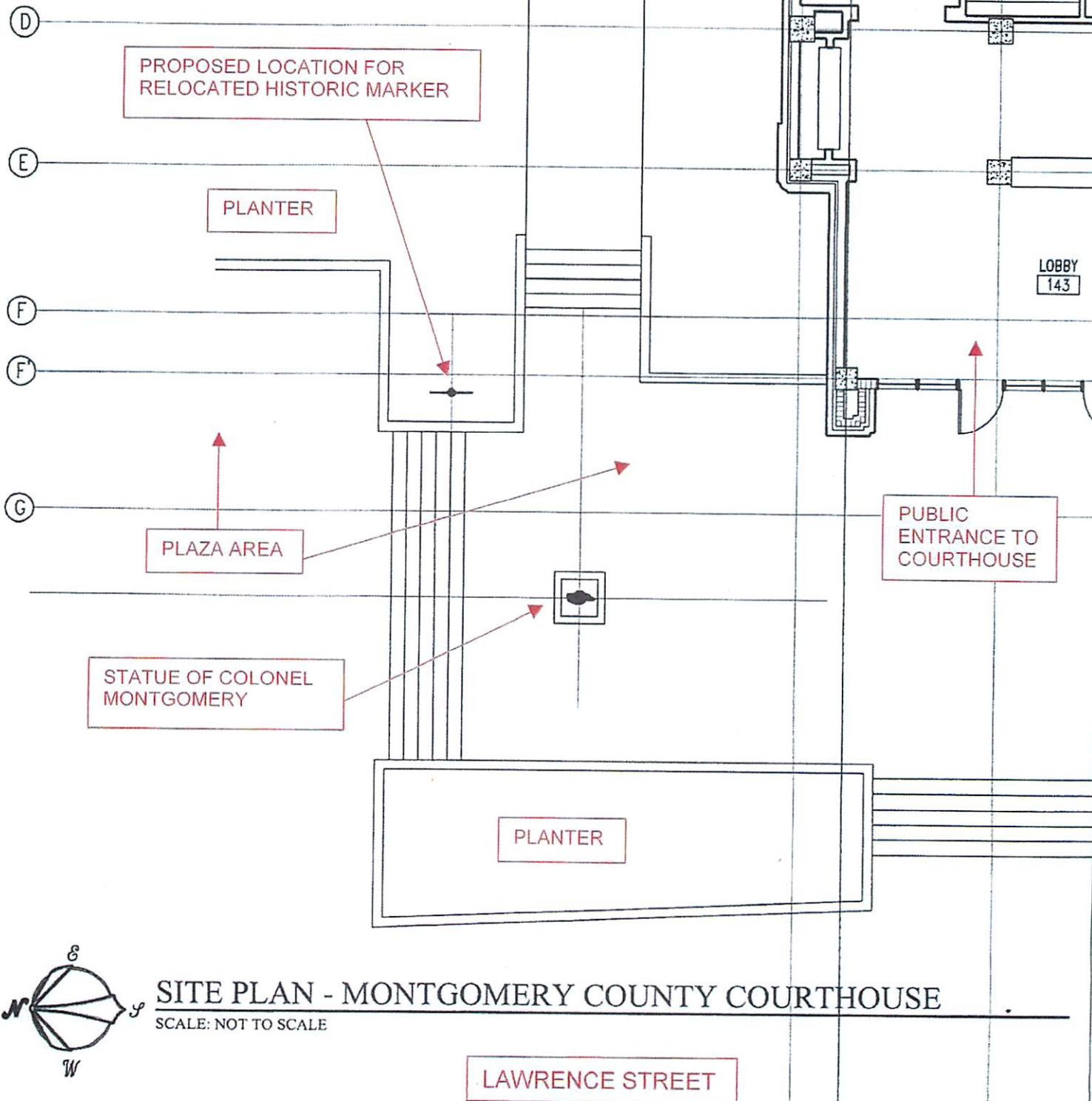
During Colonial times many Indians lived in this area which was claimed by Spanish Florida and French Louisiana, British Carolina, Georgia and West Florida, and Spanish West Florida.

The City of Montgomery, incorporated 1819 by Alabama Territorial Legislature, was named for Maj. Gen. Richard Montgomery, hero of the American Colonial Army, Killed at Quebec in 1775.



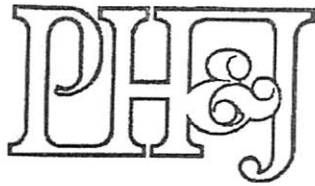
AGENDA

APR 20 2015



SITE PLAN - MONTGOMERY COUNTY COURTHOUSE

SCALE: NOT TO SCALE



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Tuesday, March 31, 2015

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

Re: Historical Marker

PH&J Project #

Dear Mr. Mims,

As requested Griff and I have reviewed and considered the relocation of the existing historical marker located on the corner of Washington Avenue and Lawrence Street. This marker has no significance as to its current location other than it was placed in front of the Montgomery County Courthouse to tell the story of Colonel Montgomery and his place in history and his connection to Montgomery County. As you know, located up at the new Montgomery County Courthouse building is a statue of Colonel Montgomery, but nothing on the exterior of the building to identify his significance and his place in history.

With the recent request to add a new historical marker in front of the Annex 1 building along Washington Avenue commemorating the significance of the Annex 1 building during the civil rights movement and the significant civil rights court rulings that were litigated during the early days of the movement, we would agree that the existing marker should be relocated to the new courthouse building and placed adjacent to the statue of Colonel Montgomery. The new historical marker can then be placed at the location of the exiting relocated maker, which will identify the location of the significant civil rights events which took place in the Annex 1 building.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments:

Cc: Florence Cauthen, Griff Harris, File

Purchasing Department

[illegible]

Notes:

SHI INTERNATIONAL DISQUALIFIED DUE TO NOT HAVING A BID BOND ATTACHED

8-2

8-3

BID-SHEET-SAN back-up storage Appliance Expansion

[illegible]

8-4

8-5

BID-SHEET-SAN back-up storage Appliance Expansion

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 11		BID # 12		BID # 13		BID # 14		BID # 15	
INVITATION TO BID NO: 51965-15B-015				ALABAMA CARD SYSTEMS 500 GENE REED RD., STE 102 BIRMINGHAM, AL 35215 NO BID		STERN BROTHERS, INC 204 NORTH HOLT STREET MONTGOMERY, AL 36104 NO BID		CURTIS COMPANY P. O. BOX 210215 MONTGOMERY, AL 36121-0215 NO BID		ROYAL OFFICE EQUIPMENT 2670 ZELDA ROAD MONTGOMERY, AL 36107 NO BID		SDS MARKETING, INC. 2835 ZELDA RD. SUITE 3 MONTGOMERY, AL 36106 NO BID	
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information systems													
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
1	EMC/ Data Domain ES30												
	Disk Storage Expansion												
	Module with 45 TB of Capacity												
	(contains fifteen 3 TB disk drives												
	Model C-ES30-45 or Approved Equal												
	New Equipment			N/A		N/A		N/A		N/A		N/A	
	Used Equipment			N/A		N/A		N/A		N/A		N/A	
2	EMC/ Data Domain SAS external Interface												
	Upgrade for DD2500(to support ES30 Expansions)												
	Model P-X-SAS-M4P or Approved Equal												
	New Equipment			N/A		N/A		N/A		N/A		N/A	
	Used Equipment			N/A		N/A		N/A		N/A		N/A	

Notes:

8-6

8-7

8-7

April 20, 2015 - Minutes of Regular Meeting
Montgomery County Commission

84

8-8

89

89

[illegible]

8-10

April 20, 2015 - Minutes of Regular Meeting
Montgomery County Commission

87

8-11

APR 20 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 25

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/6/2015
DATE:	4/6/2015	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	100,000	5,000	105,000
Alabama State University	001-58300.458	0	3,000	3,000
Donation Revenue	001-40000.47701	(46,000)	(8,000)	(54,000)
TOTAL		54,000	0	54,000

JUSTIFICATION:

To budget \$5,000 in funding to the Alabama Shakespeare Festival for the Beyond Glory Program and \$3,000 to Alabama State University for the Small Business Development Center.



THE STATE THEATRE

1 April 2015

Commissioner Dan Harris, District 1
Commissioner Elton Dean, Sr., District 2
Commissioner Ronda M. Williams, District 3
Commissioner Jiles Williams, Jr., District 4
Commissioner Andrew Hall, District 5
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

Dear Commissioners:

On behalf of the Alabama Shakespeare Festival, I want to thank you again for your prompt and generous response to our request on February 2nd for an additional \$25,000.00 to support the Theater and all that it does and means to the education of our children, quality of life, and economic development. We are thrilled also that Commissioner Walker and Commissioner Harris have appropriated additional gifts from their discretionary accounts.

In mid-March, we became aware that we had the awesome opportunity to present Stephen Lang's compelling play, "Beyond Glory," which relates the experiences of eight Medal of Honor recipients - veterans of World War II, the Korean War and the Vietnam War. In this one-man play, award-winning stage and screen star, Stephen Lang, personifies these men of incredible valor. The play received critical acclaim when it played on Broadway.

I know you can imagine, with Montgomery being home to Maxwell Air Force Base as well as home to thousands of military men and women to whom we owe such a debt, why the Alabama Shakespeare Festival wishes to present this meaningful production. Our goal is to bring "Beyond Glory" to our stage for three performances on June 5 and 6, coinciding with "D-Day," and commemorative ceremonies at Maxwell Air Force Base including the "Gathering of Eagles."

To bring the play to ASF, we need to raise \$15,000.00. The Chamber of Commerce Foundation has pledged \$5,000.00. I am writing to give each of you the opportunity to contribute \$1,000.00 or \$1,500.00 to honor the military. The City of Montgomery will match the gifts we receive from the County. We will also ask some area businesses and individuals to help sponsor the play as the more funds we raise, the more military personnel we can present with discounted tickets.

ALABAMA SHAKESPEARE FESTIVAL

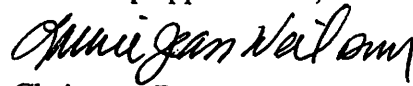
TEL 334-271-5300 FAX 334-271-5348 www.ASF.net
One Festival Drive, Montgomery, AL 36117

Geoffrey Sherman
Producing Artistic Director

9-2

Our advertising and playbill for "Beyond Glory" will signify our sponsors. Naturally, it would mean so much to the Alabama Shakespeare Festival and to our military if we can include Montgomery County.

With deep appreciation,

A handwritten signature in black ink, appearing to read "Mingan Walton". The signature is fluid and cursive, with the first name "Mingan" being more prominent.

Chairman, Board of Directors
Alabama Shakespeare Festival



BUSINESS DEVELOPMENT AND
URBAN RESEARCH CENTER/SBDC
COLLEGE OF BUSINESS ADMINISTRATION

February 26, 2015

Commissioner Elton Dean
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Dear Commissioner Dean:

It was a pleasure meeting with you regarding the Alabama State University Small Business Development Center.

The past financial contribution that we have received from the Montgomery County Commission has allowed the ASU SBDC to continue its mission to provide technical training to small businesses. The ASU SBDC strives to provide its clients with exceptional business counseling and training that will lead to the creation of more small businesses and jobs throughout its eight county service area.

Since its existence, the ASU SBDC has assisted with the creation of more than 400 businesses, provided individual one-on-one counseling for more than 5,200 clients with counseling hours totaling 11,550, provided 935 training sessions to more than 21,930 participants, and have helped small business with securing more than \$ 18.7 million in loans. Through the center's Procurement Technical Assistance Center (PTAC), the center has assisted clients with obtaining more than \$697 million in government and corporate contract awards. The support from the Montgomery County Commission has been vital in helping the center reach its goals.

Enclosed for your perusal is an ASU SBDC brochure which features the Montgomery County Commission as a supporter. Your commitment and continued support of the SBDC efforts help us with achieving our goals. Therefore, I ask that you please consider making a contribution of \$3,000.00 this year.

Again, I am truly grateful for your support. I ask that you please consider our request. If you have any further questions, I can be reached at 334-229-1438.

Sincerely,

Lorenza Patrick, Director
Small Business Development Center
College of Business Administration
Alabama State University

ALABAMA
STATE
UNIVERSITY

P.O. BOX 271
MONTGOMERY,

ALABAMA

36101-0271

334.229.4138

www.alasu.edu

APR 20 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 26

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/6/2015
DATE:	4/6/2015	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	320,000	42,500	362,500
Fund Balance	001.35900		(42,500)	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		320,000	0	362,500

JUSTIFICATION:

To provide funding for tourism development regarding the 2015 Buckmaster Expo.

APR 20 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 27

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	4/6/2015
DATE:	4/6/2015		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	362,500	50,000	412,500
Transfer from Grant Fund	001-61100.61125	0	(10,000)	-10,000
Fund Balance	001.35900		(40,000)	
TOTAL		362,500	0	402,500

JUSTIFICATION:

To provide funding to the Chamber of Commerce for maintaining Garrett Coliseum for agricultural and tourism development in Montgomery County. A portion of the funds provided by a State of Alabama Agriculture promotion Grant.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Commission - Finance
DEPARTMENT HEAD: Sherrill Thomas
SUPERVISOR: Sherrill Thomas

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

1. Position Title Payroll & Benefits Manager

Position Number 210113001

Proposed Effective Date April 13, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A06 - \$35,600 - \$50,677
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations. Rule VI Section 10

Sherrill Thomas Date March 23, 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 _____
() Payroll entered by _____

Date _____
Date _____

ORIGINAL

Montgomery County Commission Form 102 (new oct 1996)

Position Fill Request

DEPARTMENT: Information Systems

DEPARTMENT HEAD: Lou Ialacci

SUPERVISOR: Rodney Smith

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: IT Technician

POSITION NUMBER: 220271004 Class Code CO 271

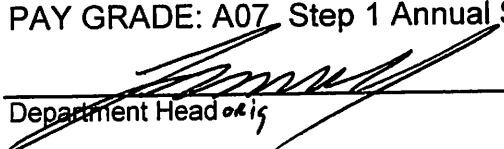
PROPOSED EFFECTIVE DATE: April 24, 2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

- () PROMOTIONAL REGISTER () TRANSFER
(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A07 Step 1 Annual \$39,896


Department Head *orig*

3/27/15
Date

2 ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

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

Date _____
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 Clerk Typist II

Position Number 146

Proposed Effective Date March 30, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$25,146 - \$35,795 (A03-01)



Date March 11, 2015

Department Head Derrick Cunningham

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

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 Trainee / Corrections Officer

Position Number 216

Proposed Effective Date April 13, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

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

A. Cunningham

Date March 26, 2015

Department Head *mac*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: 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 Stores Clerk I

Position Number 193

Proposed Effective Date April 13, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$25,146 - \$35,795 (A03)



Department Head

Date March 26, 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 _____
() Payroll entered by _____

Date _____
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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Intake Supervisor

1. POSITION TITLE: Juvenile Probation Officer I - (to replace Dale Clarke)

POSITION NUMBER: 900304026

PROPOSED EFFECTIVE DATE: 4/27/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$35,600/\$1,369.22/\$17.1152)

Bruce R. Howell
Department Head

3/25/2015
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

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

Memo

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Date: April 8, 2015

Re: Juvenile Detention Compliance Officer

We have a newly established Juvenile Detention Compliance Officer position to oversee compliance with our ACA accreditation standards and PREA regulations for our detention licensing. I am requesting approval at April 20th County Commission formal session to fill this vacancy.

Thank you for your consideration!

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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juv. Det. Director

1. POSITION TITLE: Juvenile Detention Compliance Officer

POSITION NUMBER: 900303001

PROPOSED EFFECTIVE DATE: 4/25/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC4 (\$42,831/\$1,647.34/\$20.5918)

Bruce R. Howell

Department Head

3/25/2015
Date

2. ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: Shawanda Henderson

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

 **AGENDA**

APR 20 2015

Date: April 16, 2015

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: May 21, 2015 Return Date: May 21, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Auburn University Accounting & Auditing Workshop

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

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

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

Total (est.) Cost: \$299.40 Advance Registration Required: \$215.00

Department Name: Finance Department Fund Name: General

Additional Comments: Registration \$215, Mileage \$64.40, Meals \$20

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$299.40 and advance registration of \$215.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,000.00

Approved Requests: \$320.00

Budget Available: \$2,680.00

Current Requests: \$299.40

Budget Balance: \$2,380.60

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 25

AGENDA

APR 20 2015

Date: April 6, 2015

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Elmore County, Alabama

Departure Date: April 27, 2015

Return Date: May 1, 2015

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Attend dive team week long class

Traveler (s) Name: 1. Lt. Scott Cone 4. _____
2. Deputy Kaleb Kilpatrick 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$870.00 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. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$870.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$18,839.86

Budget Available: \$6,160.14

Current Requests: \$2,328.00

Budget Balance: \$3,832.14

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

Request # 26

APR 20 2015

Date: April 6, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: Wednesday, November 18, 2015 Return Date: Thursday, Nov. 19, 2015
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Communications & Media Relations class

Traveler (s) Name: 1. Chief Kevin J. Murphy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$325.00 Advance Registration Required: \$175.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____
Expense will be Incurred in FY 2016 Budget

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$325.00 and advance registration of \$175.00 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>\$18,839.86</u>
Budget Available:	<u>\$6,160.14</u>
Current Requests:	<u>\$2,328.00</u>
Budget Balance:	<u>\$3,832.14</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

APR 20 2015

Request # 27

Date: April 6, 2015

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Florence, Alabama

Departure Date: Sunday, September 20, 2015

Return Date: Friday, September 25, 2015

Conference Leave (Days / Hours): 6 days

Purpose of Travel: Attend SLEDS Training

Traveler (s) Name: 1. Lt. Kirk Harbin 4. _____
2. Sgt. Rick Thompson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,290.00 Advance Registration Required: \$700.00

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 4/20/2015 reimbursement of actual and necessary expenses in the
approximate amount of \$2,290.00 and advance registration of \$700.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$18,839.86

Budget Available: \$6,160.14

Current Requests: \$4,618.00

Budget Balance: \$1,542.14

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

AGENDA

APR 20 2015

Date: April 2, 2015
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 14, 2015 Return Date: June 17, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To attend the Alabama Probate Judges Association 2015 Summer Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. William Flowers III 5. _____
3. Clerk 6. _____

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

Total (est.) Cost: \$5,700.00 Advance Registration Required: \$1,425.00
Department Name: Probate Fund Name: General/MV Training
Additional Comments: 783-51350.265 \$1,793
001-51300.265 \$3,907

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$5,700.00 and advance registration of \$1,425.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	<u>783-51350.265</u>
Description:	<u>Reg & Training</u>	<u>Reg & Training</u>
Current Budget:	<u>\$11,500.00</u>	<u>\$3,000.00</u>
Approved Requests:	<u>\$5,407.51</u>	<u>\$1,207.00</u>
Budget Available:	<u>\$6,092.49</u>	<u>\$1,793.00</u>
Current Requests:	<u>\$3,907.00</u>	<u>\$1,793.00</u>
Budget Balance:	<u>\$2,185.49</u>	<u>\$0.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

AGENDA

APR 20 2015

Date: April 2, 2015

To: Donald L. Mims, Administrator

From: Judge Steven L. Reed

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Newport, Rhode Island

Departure Date: April 29, 2015 Return Date: May 2, 2015

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend Nation College of probate Judges 2015 Spring Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,940.00 Advance Registration Required: \$400.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

To: Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,940.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51300.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$11,500.00

Approved Requests: \$5,407.51

Budget Available: \$6,092.49

Current Requests: \$5,847.00

Budget Balance: \$245.49

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

AGENDA

APR 20 2015

Date: April 16, 2015

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Perdido Beach, AL

Departure Date: July 29, 2015

Return Date: August 2, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Alabama Sheriff's Association - Summer Conference

Traveler (s) Name: 1. Major Barbara Palmer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$200.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$10,585.56

Budget Available: \$4,414.44

Current Requests: \$2,000.00

Budget Balance: \$2,414.44

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

Request # 10

APR 20 2015

Date: April 9, 2015

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al

Departure Date: June 10, 2015

Return Date: June 12, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend ACCMA Summer Conference

Perdido Beach Resort

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

Check Mode of Transportation: County Vehicle

Private Vehicle

☐
☒

Commercial Air

Other (Specify)

☐
☐

Total (est.) Cost: \$992.28

Advance Registration Required: \$195.00

Department Name: Risk Management

Fund Name: Liability

Additional Comments: Registration- \$195.00; Mileage -\$227.70; Lodging - \$419.58; Meals - \$150.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the approximate amount of \$992.28 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$2,031.64

Budget Available: \$12,968.36

Current Requests: \$992.28

Budget Balance: \$11,976.08

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

Request # 12

APR 20 2015

Date: April 7, 2015

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: University of Alabama, Tuscaloosa, AL

Departure Date: April 22, 2015

Return Date: April 23, 2015

Conference Leave (Days / Hours): two days

Purpose of Travel: To attend a drug test presentation.

Traveler (s) Name: 1. Tony Ferguson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Registration/Training

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 124-52960.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$12,300.00

Approved Requests: \$7,451.00

Budget Available: \$4,849.00

Current Requests: \$150.00

Budget Balance: \$4,699.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 26

AGENDA

APR 20 2015

Date: April 7, 2015

To: Donald L. Mims, Administrator

From: Daryl D. Bailey

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: April 24, 2015

Return Date: April 25, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Speak at Forensic Nurses Conference

Traveler (s) Name:

1. Seth Gowan

4. _____

2. _____

5. _____

3. _____

6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$268.00

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. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$268.00 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: \$23,892.00

Budget Available: \$41,108.00

Current Requests: \$268.00

Budget Balance: \$40,840.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C
AGENDA

Request # 27

APR 20 2015

Date: April 8, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Eufaula, AL
Departure Date: April 29, 2015 Return Date: April 29, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Speak at Criminal Law Update Seminar

Traveler (s) Name: 1. Seth Gowan 4. _____
2. Steve Searcy 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: No Expense to District Attorney's Office

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$65,000.00</u>
Approved Requests:	<u>\$23,892.00</u>
Budget Available:	<u>\$41,108.00</u>
Current Requests:	<u>\$268.00</u>
Budget Balance:	<u>\$40,840.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 28

AGENDA

APR 20 2015

Date: April 15, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 8, 2015 Return Date: May 8, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: Leadercast Montgomery

Traveler (s) Name: 1. Azzie Taylor 4. Mike Thomas
2. Sandra Edwards 5. Duane Johnson
3. Loretta Jones-Pierce 6. Rhonda Cape

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

Total (est.) Cost: \$390.00 Advance Registration Required: \$390.00

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

Additional Comments: Participants would like the option of using either vehicle

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$390.00 and advance registration of \$390.00 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>\$24,160.00</u>	
Budget Available:	<u>\$40,840.00</u>	
Current Requests:	<u>\$390.00</u>	
Budget Balance:	<u>\$40,450.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2015

cc: Finance Director / Buyer

APR 20 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

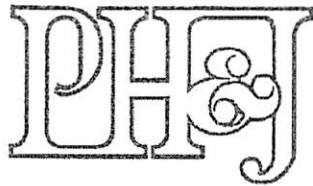
REQUEST NUMBER 2

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	4/13/2015
DATE:	4/13/2015	Finance Director		Date
REQUESTED BY:	Derrick Cunningham	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administrative expense	749-52110.499	317,000	100,000	417,000
Fund Balance	749.35900		(100,000)	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		317,000	0	417,000

JUSTIFICATION:

To increase the budget for the Sheriff's fund to cover purchases as needed.



architects inc.

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807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Thursday, April 16, 2015

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

Re: Descriptions of Three Requested Purchase Orders for the Griel Building Project

PH&J Project # 1208-GVG

Dear Mr. Mims,

As requested, this letter outlines the additional work Aylia McKee with the Montgomery County Public Defenders Office has requested, and the State of Alabama has agreed to reimburse the County for completing at the above-mentioned building.

P.O. #1: Interior Window Blinds and Frosted Film added to Basement Windows

Provide new window blinds for the windows on the first and second floors. In the basement we will be adding a frosted film to the Basement winds that look out into the areaways around the buildings North, South and West exposures.

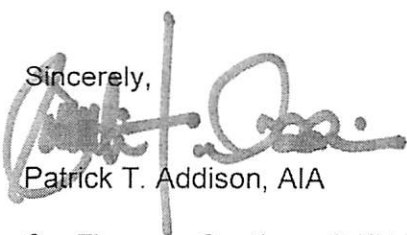
P.O. #2: Security Fencing

Provide new ornamental fencing on site to secure the basement entrance under the front porch. The Alabama Historical Commission, who is responsible for approving any work on the building that effects the look of the building and its historical relevance, has approved the requested fencing.

P.O. #3 Miscellaneous Interior Tenant Requested Improvements

Provide additional improvements to the building, including restrooms and building's plumbing.

Sincerely,


Patrick T. Addison, AIA

Cc: Florence Cauthen, Griff Harris, File

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 3

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	WINDOW BLINDS		1.000	6,398.00	6,398.00
2	WINDOW FILM IN BASEMENT		1.000	1,040.00	1,040.00
3	10% OVERHEAD		1.000	743.80	743.80
4	5% FEE		1.000	409.09	409.09
					\$8,590.89
					\$0.00
					\$8,590.89

APPROVAL

By: _____

Hoyt Henley, Jr.

Date: 04/16/2015

By: _____

Date: _____

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal
PROJECT: GREIL
GRIEL MANSION RENOVATION

REQUEST FOR PROPOSAL

NO. 4
DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	GATES & FENCE TO MATCH EXISTING FENCE @ BLDG AS PER STEVEN HALL DEMENTION DRAWING; NOT PER SPECS		1.000		11,500.00	11,500.00
2	10% OVERHEAD		1.000		1,150.00	1,150.00
3	5% FEE		1.000		632.50	632.50
						\$13,282.50
						\$0.00
						\$13,282.50

APPROVAL

By: _____

Moyle Henley, Jr.

Date: 04/16/2015

By: _____

Date: _____

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 5

PROJECT: GREIL
GRIEL MANSION RENOVATION

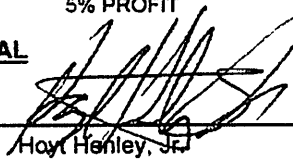
DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
			0.000		0.00	0.00
1	PLUMBING		1.000		20,500.00	20,500.00
2	VINYL IN (2) BATHROOMS		1.000		1,000.00	1,000.00
3	DEMO WITH DUMPSTERS		1.000		4,000.00	4,000.00
4	PROTECTION		1.000		750.00	750.00
5	CLEAN BUILDING FOR CONSTRUCTION		1.000		1,400.00	1,400.00
6	PAINT BATHROOMS		1.000		4,000.00	4,000.00
7	TRIM BASE IN RESTROOMS		1.000		700.00	700.00
8	REMOVE & REINSTALL NEW GRAB BARS		1.000		350.00	350.00
9	INSTALL FRAMED MIRRORS 18"X30" (7) BATHROOMS		1.000		1,540.00	1,540.00
10	DRYWALL PATCHING		1.000		1,000.00	1,000.00
11	INSTALL CABINETS IN RESTROOMS 4 EA. REGULAR BASE CABINETS PLASTIC TOPS W/ 4" BACK SPLASH 2 EA. ADA CABINETS TOPS W/ 4" BACKSPLASH		1.000		4,660.00	4,660.00
12	ADD 2 OAK THRESHOLD		1.000		400.00	400.00
13	FIX 2 EXHAUST FAN MOTORS		1.000		300.00	300.00
14	REPLACE FLOOR VENTS		1.000		1,000.00	1,000.00
15	10% OVERHEAD		1.000		4,160.00	4,160.00
16	5% PROFIT		1.000		2,288.00	2,288.00

APPROVAL

By: _____


Hoyt Henley, Jr.

Date: 04/16/2015

By: _____

Date: _____

Page 1 of 2

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 5

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
17	REQUEST FOR AN EXTENSION OF THIRTY (30) DAYS TO BE ADDED TO CONTRACT TIME UPON APPROVAL OF THE CHANGE ORDER		0.000		0.00	0.00
						\$48,048.00
						\$0.00
						\$48,048.00

APPROVAL

By: 

Hoyt Henley, Jr.

Date: 04/16/2015

By: _____

Date: _____

Page 2 of 2



SEC POST-ISSUANCE COMPLIANCE SERVICES PRICING AGREEMENT MONTGOMERY COUNTY, ALABAMA

Montgomery County, Alabama (the "County") has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12, and hereby engages DAC to compile and maintain undertaking requirements, provide notice of and file rating changes, offer ongoing training, file and disseminate information provided to DAC in connection with its bond issues, and assist in developing policies and procedures for secondary municipal market securities requirements. The County may apply the DAC Bond™ logo to future bond issues alerting regulatory bodies, rating agencies, broker-dealers and investors of ongoing information filings to the DAC system upon the execution of the Continuing Disclosure Agreement by both parties. DAC will provide the following services in its role as Disclosure Dissemination Agent for all bond issues listed in the attached Exhibit A. The County is responsible for notifying DAC of any changes to CUSIP numbers, including but not limited to, new CUSIPs assigned to existing bonds due to a remarketing or refunding.

DAC will:

1. Assist in the collection of all relevant data required under the County's current and/or future SEC Rule 15c2-12 obligations.
2. Review the historical information on file at EMMA and update or create filings as instructed by the issuer representative.
3. Provide templates in Excel format for completion of all operating data as required by each Continuing Disclosure Agreement (or the "Continuing Disclosure" summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) to meet EMMA formatting and identification requirements for all filings effective July 1, 2009.
4. Establish an automated tickler system with reporting due dates as required in each Continuing Disclosure Agreement (or the "Continuing Disclosure" summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) and linked to the Excel template prepared as stated above.
5. Provide notification for rating agencies' actions affecting any outstanding bonds.
6. Disseminate and provide receipt of all filings of ongoing financial information, material event notices, irrevocable failure to file notices, press releases, management discussions, and supplemental information to EMMA.
7. Offer a minimum of 12 hours of continuing education annually as approved by the National Boards of Accountancy (NASBA)
8. Assist in developing written SEC policies and procedures.

For the services outlined above, DAC charges a one-time \$2,500 set-up fee for each new issue, including direct bank loans and private placements, and a \$1,000 set-up fee for each remarketing issue, \$1,000 set-up fee for each existing issue and a \$2,500 annual filing fee. The total fees due, are:

Set-up fee of existing undertakings + new bond issue	\$2,500*
Ongoing annual filing/storage fee	<u>2,500</u>
Due Upon Execution	<u>\$5,000</u>

The services and this contract in its entirety described herein will be exclusively performed in Florida. DAC will bill for its services at the time of initial set-up on the DAC system, prior to releasing information to investors. All bond calls, defeasance notices or other material event notices will be disseminated by DAC at a cost of \$250.00 each, billed annually. This agreement may be cancelled by either party with thirty (30) day written notice.

*Discounted

DAC Bond™ 390 N. Orange Avenue, 17th Floor, Orlando, FL 32801
Ph. 407-515-1100 Fax 407-515-6513 www.dacbond.com

20-2

DAC

By:

Paula Stuart

Paula Stuart

CEO

Digital Assurance Certification

Dated: April 15, 2015

By:

Name:

Title:

Montgomery County, Alabama

Agreed to and effective on this date:

Any assistance services provided by DAC are not intended to be "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and you acknowledge that DAC shall not be acting as a "municipal advisor" with respect to your "municipal financial products" or the "issuance of municipal securities" (as such terms are defined in the Act).

DAC will make the System available to the County subject to the Terms of Use posted on the System. The County acknowledges and agrees that the Terms of Use form a part of this Agreement and agrees to comply with the Terms of Use in its use of the System. The County understands that to use the System, each of the County's registered users must acknowledge acceptance of the Terms of Use on the County's behalf, and the County represents that its users are authorized to accept the Terms of Use on the Corporation's behalf. The County may not use the System with respect to any bond issues of any third party or for any bonds issued by the County other than the Bonds.

The DAC System is protected by one or more pending and/or issued patent applications, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. The County agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants the County a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to the County by DAC and will make any further use of the System an infringement of DAC's intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.

DAC Bond™ 390 N. Orange Avenue, 17th Floor, Orlando, FL 32801
Ph. 407-515-1100 Fax 407-515-6513 www.dacbond.com

20-3



Exhibit A

DAC will provide disclosure dissemination services with respect to the following bond issues:

	Bond Issue	CUSIP
1	Series 2015	TBD
2	Series 2015 PBA Revenue Refunding Warrants	613209DD4
3	Series 2014 PBA Revenue Refunding Warrants	613209CK9
4	Series 2012 PBA Revenue Refunding Warrants	613209BQ7
5	Series 2010-A G.O. Refunding Warrants	613205KE2
6	Series 2007 G.O. Warrants (XLCA)	613205JQ7
7	Series 2006 PBA Revenue Warrants (MBIA)	613209BB0
8	Series 2006 Limited Obligation School Warrants (AMBAC) (called)	613217BP2
9	Series 2002 G.O. Warrants (AMBAC) (called)	613205IIQ9

Please let us know if the above referenced list of eligible bond issues is accurate, making note of any additions or deletions needed to accurately reflect the municipal securities covered under this agreement.

DAC Bond™ 390 N. Orange Avenue, 17th Floor, Orlando, FL 32801
Ph. 407-515-1100 Fax 407-515-6513 www.dacbond.com

20-4

Purchasing Department

ABSTRACT FOR BIDS: 13 BIDS MAILED													
INVITATION TO BID NO: 51100-15B-017													
DATE ISSUED: 04/3/2015													
DATE OPENED: 04/15/2015													
REQUESTING DEPARTMENT: Probate Court													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE
1	Items will be moved from Probate Court Office located at Annex I, 100 S. Lawrence Street, Montgomery, AL to Probate Court located at Annex III, 101 South Lawrence Street, Montgomery, AL		1										
				\$ 1,860.00		\$4,509.00		\$4,500.00		\$3,200.00		\$4,032.50	
2	Move remaining items from Probate Court Office located at Annex I, 100 S. Lawrence Street, Montgomery, AL to Montgomery County Juvenile Detention Center, 1111 Air Base Blvd. Montgomery, AL		1										
				\$ 2,720.00		\$4,509.00		\$3,000.00		\$4,500.00		\$4,032.50	
				\$ 4,580.00		\$9,018.00		\$7,500.00		\$7,700.00		\$8,065.00	

Notes:

PRE-BID MEETING ON APRIL 8, 2014- 9 VENDORS ATTENDED

21-2

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of May, 2015, between Denson's Paint & Floor Covering of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Denson's Paint & Floor Covering agrees to furnish Montgomery County Commission Paint and Paint Supplies in accordance with all provisions of Invitation to Bid No. 51901-15B-016, as issued by the Montgomery County Commission on March 30, 2015 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Denson's Paint & Floor Covering and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on May 1, 2015 and will end April 30, 2016, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract.
3. That Montgomery County Commission and Denson's Paint & Floor Covering may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.
4. That Denson's Paint & Floor Covering shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
5. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the meditation at any time after the session, but the decision to terminate must be delivered in person to the other party and the

mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Denson's Paint & Floor Covering.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of May 2015.

WITNESS:

DENSON'S PAINT & FLOOR COVERING

BY:_____

TITLE:_____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY:_____

TITLE:_____

April 20, 2015 - Minutes of Regular Meeting
Montgomery County Commission

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22-4

Purchasing Department

[illegible]

Notes:

22.5

Purchasing Department

[illegible]

Notes:

Purchasing Department

[illegible]

Notes:

22-7

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51901-15B-016				Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36109 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
DATE ISSUED: March 12, 2015													
DATE OPENED: March 31, 2015													
REQUESTING DEPARTMENT: Support Services - Maintenance													
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
18	Wooster 4" Nylon Polyester Brush G4143	ea.	25	\$18.50	\$ 462.50								
	Glidden 71190 or Approved Equal												
19	3" Nylon/Poly Contractor Brush Sherwin Williams 171-3965 Glidden 95776 or Approved Equal	ea.	25	\$13.30	\$ 332.50								
20	9" x 1/2 Polyester Roller Cover Sherwin Williams 173-4300 Glidden 70650 or Approved Equal	ea.	25	\$1.30	\$ 32.50								
21	9" x 3/4 Polyester Roller Cover Sherwin Williams 173-4318 Glidden 70651 or Approved Equal	ea.	25	\$1.45	\$ 36.25								
22	9" x 3/16 Woven Roller Cover Sherwin Williams 173-1769 Glidden 43752 or Approved Equal	ea.	25	\$1.25	\$ 31.25								
23	Bucket Grids 5 gallon Sherwin Williams 180-1281 Glidden 62524 or Approved Equal	ea.	25	\$1.75	\$ 43.75								
24	Paint Thinner 1 Gallon Containers Sherwin Williams 594-0333 Glidden 36060 or Approved Equal	ea.	25	\$8.50	\$ 212.50								
25	Purdy Brush: 3" White Bristle Sherwin Williams 422-0539 Glidden 71224 or Approved Equal	ea.	25	\$12.00	\$ 300.00								

Notes:

Purchasing Department

ABSTRACT FOR BIDS:															
INVITATION TO BID NO 51901-15B-016															
DATE ISSUED March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
26	Purdy Brush: 2" White Bristle Sherwin Williams	ea.	25	\$8.20	\$ 205.00	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36109 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
	Glidden or Approved Equal														
27	Purdy Brush: 2 1/2" White Bristle Sherwin Williams	ea.	25	\$10.25	\$ 256.25										
	Williams Glidden or Approved Equal														
28	Purdy Brush: 1" White Bristle Sherwin Williams	ea.	25	\$5.65	\$ 141.25										
	Williams Glidden or Approved Equal														
29	6 ½ Purdy Woven Mini Roller Shed	ea.	25	\$2.45	\$ 61.25										
	Resistance 2 Pack Sherwin Williams 6502-10545														
	Glidden 57666 or Approved Equal														
30	14" Purdy Mini Roller Frame Sherwin Williams	ea.	25	\$3.29	\$ 82.25										
	6502-10420 Glidden 36697 or Approved Equal														
31	9" Heavy Duty Roller Frame Wooster R017	ea.	25	\$6.30	\$ 157.50										
	Glidden 71474 or Approved Equal														
32	Lacquer Thinner 5 Gallons Pails Sherwin Williams	ea.	25	\$49.25	\$ 1,231.25										
	159-4709 Glidden 36036 or Approved Equal														

Notes:

Purchasing Department

ABSTRACT FOR BIDS:					
BID # 1	BID # 2	BID # 3	BID # 4	BID # 5	
Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com	C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED	John Lee Paint Company 34 Coliseum Blvd Montgomery, AL 36109 NO BID	PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36109 keith.davis@ppg.com NO BID BOND DISQUALIFIED		
TERMS OF PAYMENT / DISCOUNT:					
DELIVERY DATE:					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT
33	Slypeeze Paint Remover 1 Gallon Cans Sherwin Williams 152-7720 Glidden 61600 or Approved Equal	ea.	25	\$26.45 \$	661.25
34	9 x 12 Drop Cloths Heavy Weight with Rubber Backs Sherwin Williams 966-3451 Glidden 70459 or Approved Equal	ea.	25	\$20.50 \$	512.50
35	Rust Preventive Gloss White Spray Paint Interior/Exterior Glidden 71813 or Approved Equal	ea.	25	\$2.75 \$	68.75
36	Ooops: 1 Gallon Cans Sherwin Williams 573-0163 Glidden 63868 or Approved Equal	ea.	25	\$26.59 \$	664.75
37	Joint Compound: 5 Gallon Pails Sherwin Williams 154-0479 Glidden 60223 or Approved Equal	ea.	25	\$18.98 \$	474.50
38	Romans Heavy Duty Clear Adhesives 1 Gallon Cans Sherwin Williams 153-3900 Glidden 58494 or Approved Equal	ea.	25	\$39.00 \$	975.00
39	Cove Base Adhesive 1 Gallon Cans or Approved Equal	ea.	25	\$14.50 \$	362.50

Notes:

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:													
INVITATION TO BID NO. 51901-15B-016													
DATE ISSUED: March 12, 2015													
DATE OPENED: March 31, 2015													
REQUESTING DEPARTMENT: Support Services - Maintenance													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
40	Polyurethane Varnish 1 Gallon Cans Sherwin Williams	ea.	25	\$29.00	\$ 725.00								
	102-1153 Glidden 1902 or 1908 Benjamin Moore												
	Ben Wood 428 or Approved Equal												
41	Min Wax Stain 1 Gallon Cans Sherwin Williams	ea.	25	\$27.50	\$ 687.50								
	A48-200 Glidden 1700-XXXX Benjamin Moore												
	Ben Wood 234 or Approved Equal												
42	Shrink Free Spackling Interior/ Exterior 1 Gallon Cans	ea.	25	\$12.95	\$ 323.75								
	Sherwin Williams 957-7057 Glidden 61623 or												
	Approved Equal												
43	Simple Green Surface Prep 1 Gallon Cans Sherwin Williams 957-7057 Glidden 61623 or Approved Equal	ea.	25	\$16.95	\$ 423.75								
44	Chemical Resistance Stripping Gloves Sherwin Williams 161-7612 Glidden 46314 or Approved Equal	ea.	25	\$4.45	\$ 111.25								
45	White Lightning Glazing in a Tube Sherwin Williams 156-6041 Glidden 46314 or Approved Equal	ea.	25	\$3.85	\$ 96.25								
46	Silver -Brite Aluminum Paint Sherwin Williams B59S00011 Glidden 4308-9020 or Approved Equal	ea.	25	\$34.95	\$ 873.75								

Notes:

Purchasing Department

[illegible]

Notes:

22-12

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2015 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2015 to May 31, 2016@ \$1.17

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2016.

This Agreement shall expire on May 31, 2016; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and

sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2016 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2015, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination and LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson
Williamson Properties, Ltd.
By: Polly G. Williamson

WITNESS:

Monique L. Gots



NOTARY PUBLIC:

Josh Davenport
DATE: 4-8-15
COMMISSION EXPIRES: 11/20/2016

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____
COMMISSION EXPIRES: _____

North Montgomery Volunteer
Fire Protection Authority

Members:

Term Expires:



Harold Rhodes
Montgomery, AL

3/1/2015

Thomas Barker
Montgomery, AL

3/1/2017

Tom Gaddy
Montgomery, AL

3/1/2017

John Doss
Montgomery, AL

3/1/2019

Joe Glenn
Montgomery, AL

3/1/2019

Term: 6 years

25-2

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016041
PROPOSED EFFECTIVE DATE: April. 27, 2015
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03= \$25,146 - \$35,795)

[Signature]
APPOINTING AUTHORITY

4/15/15
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

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: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016036
PROPOSED EFFECTIVE DATE: April. 27, 2015
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03= \$25,146 - \$35,795)


APPOINTING AUTHORITY

4/15/15
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

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

REFERRAL REPORT
Montgomery City-County Personnel Department Form 5 Certification

Title **Administrative Assistant to the County Engineer** Class Code **CO0615** Department _____

Announcement **15CO0615-P** Department **County Engineering** Requisition # **15006A**

Position Fill Request Date **12/23/14** Certification Date **3/16/15** Register Date **3/16/15**

Pay Grade **A08** Annual **44,583** Bi-Weekly **1,714.74** Hourly **21.4342**

Amended Salary Annual 52,451 Bi-Weekly 2017.34 Hourly 25.2168

Justification (Attach to Referral Report/Form 5 Certification)

Replacement of 600615003 New Position _____

APPOINTMENT (All signatures and dates must be completed)

Selectee Shirley Bazzell Effective Date of Hire 04/13/2015

Disbursing Officer _____ Date _____

Department Head *James I. Smith* Date 3/23/2015

Cabinet Member (City) _____ Date _____

Appointing Authority *James I. Smith* Date 3/23/2015

Personnel Director _____ Date _____

REFERRAL SECTION - CERTIFICATION OF ELIGIBLE APPLICANTS

In response to your request, the name(s) of the following person(s) who are eligible for appointment are hereby certified. The Personnel Director may remove from an eligible list the name of any applicant who fails to respond to notice of certification; who declines three (3) offers of permanent full time employment; who provides inaccurate, incomplete or false information on the application and/or any attachments; who qualified for appointment through false or misleading statements; who is ineligible for employment under the Immigration Reform and Control Act of 1986 or who has otherwise been shown to be unfit for employment. The register will be reranked as a result of this process. The information below is printed as provided by the online applicant.

Shirley Bazzell

1021 Stokes Road Montgomery AL 36110

(334)269-9316

ms
ORIGINAL

Reg H 15 006 A

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

1. 12/23/2014 dept request

DEPARTMENT HEAD: George C. Speake, County Engineer

2. _____ admin review

SUPERVISOR: George C. Speake, County Engineer

3. _____ personnel dept

4. _____ cert to admin

5. _____ dept selection

6. _____ final review

1. POSITION TITLE Administrative Assistant To The County Engineer (0615)

POSITION NUMBER 600615003

PROPOSED EFFECTIVE DATE February 1, 2015

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER

() TRANSFER

(County Employees Only)

() OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (A08) (\$44,583 - \$63,466) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake
Department Head

DATE December 23, 2014

2. ADMINISTRATIVE REVIEW

(✓) APPROVED

() DISAPPROVED

D. J. M. 1/5/15

Funding Authority

3. CERTIFICATION

Carman Douglas
Promotional Candidates
Open-Competitive Candidates
Transfer Candidates

DATE 3.16.15

Personnel Director

4. SELECTEE: Shirley J. Bazzell

George C. Speake
Appointing Authority

Date 3/23/2015

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

**Montgomery City-County Public Library
Board of Trustees
2015 Directory**

Thomas McPherson
County Appointment
Montgomery, AL
Term Expires: June 1, 2016

Katie Bell, Treasurer
City Appointment
Montgomery, AL
Term Expires: June 1, 2016

Catherine Wright
County Appointment
Montgomery, AL 36106-3357
Term Expires: June 1, 2018

ShaKenya Calhoun
City Appointment
Montgomery, AL
Term Expires: September 21, 2017

Ham Wilson, Jr.
County Appointment
Montgomery, AL 36111-1209
Term Expires: June 1, 2015

Jim Earnhardt, Vice President
City Appointment
Montgomery, AL 36109-2344
Term Expires: June 1, 2017

Gary Burton
County Appointment
Hope Hull, AL 36043-5104
Term Expires: June 1, 2018

Courtney Williams
City Appointment
Montgomery, AL 36102-2069
Term Expires: September 21, 2016

Amy Knudsen
County Appointment
Montgomery, AL 36111-1211
Term Expires: June 1, 2016

Janet Waller, Secretary
City Appointment
Montgomery, AL 36111-1636
Term Expires: September 21, 2018

Betsy Atkins
County Appointment
Pike Road, AL 36064
Term Expires: June 1, 2017

Julia Henig, President
City Appointment
Montgomery, AL 36117
Term expires: June 21, 2015

Paulette Moncrief
County Appointment
Montgomery, AL 36108-5010
Term Expires: June 1, 2017

Chester Mallory
City Appointment
Montgomery, AL 36106-0056
Term expires: September 21, 2018

Mary McLemore
President, Friends of the Library
Pike Road, AL 36064-2213

Leslie Sanders
City Appointment
Montgomery, AL 36101-0160
Term expires: September 21, 2016

Vanzetta McPherson
President, Library Foundation
Montgomery, AL 36105-2112

Jaunita Owes, Library Director
City-County Public Library
Montgomery, AL 36102-1950

Vivian White, Asst. Director
City-County Public Library
Montgomery, AL 36102-1950

Library Home Page
<http://www.mccpl.lib.al.us>

1/8/2015

28-2

APR 20 2015
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 28

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	4/22/2015
DATE:	4/20/2015	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 Board of Education- Jefferson Davis High School	001-58100.290	0	3,000	3,000
Montgomery Board of Education- Carver High School	001-58100.290	0	3,000	3,000
Donation Revenue	001-40000.47701	(54,000)	(6,000)	(60,000)
TOTAL		(54,000)	0	(54,000)

JUSTIFICATION:

To budget an appropriation to the Montgomery County Board of Education for the purchase of High School Championship rings for Carver and Jefferson Davis High School basketball teams.



500 North Akard Street
Lincoln Plaza, Suite 3200
Dallas, TX 75201
tel (214) 871-1400
reference no.: 1388859

AGENDA

April 16, 2015

APR 20 2015

Montgomery County
P.O. Box 1111
103 North Perry Street
Montgomery, AL 36102
Attention: Mr. Barry Crabb, Director of Finance

Re: *US\$27,000,000 Montgomery County Public Education Coop District, Alabama, Limited Obligation Revenue Bonds, (Montgomery County), Series 2015, dated: April 1, 2015, due: April 1, 2040*

Dear Mr. Crabb:

Pursuant to your request for a Standard & Poor's Ratings Services ("Ratings Services") rating on the above-referenced obligations, Ratings Services has assigned a rating of "AA". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes Ratings Services' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

To maintain the rating, Standard & Poor's must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that Ratings Services relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@standardandpoors.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
Standard & Poor's Ratings Services

PF Ratings U.S. (7/18/14)

Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

Ratings Services is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing Ratings Services.

Sincerely yours,

A handwritten signature in black ink that reads "Standard & Poor's". The script is cursive and stylized, with the ampersand being particularly prominent.

Standard & Poor's Ratings Services

dg
enclosures

cc: Ms. Cheri B. Smithson
Mr. Donald L. Mims



Standard & Poor's Ratings Services

Terms and Conditions Applicable To Public Finance Credit Ratings

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RatingsDirect®

Summary:

Montgomery County Public Education Cooperative District, Alabama Montgomery County; Appropriations; General Obligation; General Obligation Equivalent Security

Primary Credit Analyst:

Brian J Marshall, Dallas (1) 214-871-1414; brian.marshall@standardandpoors.com

Secondary Contact:

Ann M Richardson, Dallas (214) 765-5878; ann.richardson@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Montgomery County Public Education Cooperative District, Alabama

Montgomery County; Appropriations; General Obligation; General Obligation Equivalent Security

Credit Profile

US\$27.0 mil Ltd Oblig Rev Bnds (Montgomery Cnty) ser 2015 dtd 04/01/2015 due 04/01/2040

Long Term Rating

AA/Stable

New

Rationale

Standard & Poor's Ratings Services assigned its 'AA' rating to the Montgomery County Public Education Cooperative District, Ala.'s series 2015 bonds, supported by the city of Montgomery and Montgomery County. The outlook is stable.

Because neither the city nor the county is jointly and severally obligated at more than their approximate 36.47% and 63.53% respective shares, the rating is based on the "weak-link" approach. (See the summary analysis on Montgomery, published April 17, 2015, on RatingsDirect.) Neither the city nor the county pledges its full faith and credit to the bonds; only its respective share, so management has no obligation to levy or increase taxes for debt services payments above what is necessary to pay its particular share. Since both the city of Montgomery and Montgomery County have pledged their full faith and credit to support their portion of the debt service payment, we are basing our rating on the weakest link between the general obligation (GO) ratings of the city and the county. We rate both the city and the county's GO debt 'AA', so this issue reflects the 'AA' rating.

In our opinion, the county's GO credit rating is based on its:

- Strong economy,
- Adequate management,
- Very strong budgetary flexibility,
- Strong budgetary performance,
- Very strong liquidity, and
- Adequate contingent debt and liquidity profile.

Strong economy

The county (estimated population: 230,149), which encompasses the state capital of Montgomery, is the economic center of south-central Alabama and is 100 miles south of Birmingham. The federal, state, and local governments, including Maxwell-Gunter Air Force Base, anchor the local employment base with more than 24,000 employees combined and provide stabilizing employment institutions. Automotive manufacturing, logistics, software development, and medical services are some of the industries represented in the broad and diverse economy of the

Montgomery metropolitan statistical area (MSA), with per capita market value of \$56,700 and projected per capita effective buying income of about 92% of the national average. According to the U.S. Bureau of Labor Statistics, the unemployment rate in the county was 6.9% last year.

Adequate management

Montgomery County's management conditions are adequate, in our opinion, with "standard" financial practices under our Financial Management Assessment methodology, indicating the government maintains adequate policies in some, but not all, key areas. Strengths include strong oversight in terms of monitoring progress against the budget during the year and strong investment management policies.

Very strong budgetary flexibility

In our view, Montgomery County's budgetary flexibility is very strong with available reserves at 35% of operating expenditures in fiscal 2013. Officials anticipate ending fiscal years 2014 and 2015 with available general fund reserves of \$28 million, or more than 30% of operations. Fiscal 2013 figures as well as the fiscal 2014 and 2015 projections do not include \$6 million to \$7 million of committed reserves earmarked for workers' compensation, health insurance plan costs, death benefits, liability insurance, claims, and related legal expenses. Management indicates that preliminary fiscal 2016 discussions support the proposal of a balanced budget with break-even operations.

Very strong liquidity

We believe very strong liquidity supports Montgomery County's finances, with total government available cash to government fund expenditures and cash to debt service at 54% and 4.5x, respectively. Based on past issuance of debt, we believe that the issuer has strong access to capital markets to provide for liquidity needs if necessary.

Strong budgetary performance

Montgomery County's budgetary performance is strong, in our opinion, with a surplus of 1.6% for the general fund and a deficit of 0.4% for the total governmental funds in fiscal 2013. Management projects ending fiscal 2014 with a 4% general fund surplus and roughly break-even results across governmental funds. For fiscal 2015, management is conservatively budgeting for a 2% general fund deficit.

Adequate debt and contingent liability profile

Montgomery County's debt and contingent liability profile is adequate, in our opinion. Total governmental fund debt service to total governmental fund expenditures and net direct debt to total governmental funds revenue are 12% and 149.8%, respectively. In our opinion, the net debt to market value is low and a positive credit factor at 1.6%. Last year, Montgomery County contributed 100% of its annual required pension contribution. The county's pension plan is 74% funded. The annual pension and other postemployment benefit costs accounted for 6% of total government expenditures in fiscal 2013. Officials have no immediate debt plans.

Adequate institutional framework

The institutional framework score for Alabama counties is adequate.

Outlook

The stable outlook reflects our view of Montgomery County's consistent financial performance, which is supported by

good management, as well as its strong economy. We do not anticipate changing the rating in the next two years because we anticipate that the county's budgetary flexibility will remain very strong.

A deterioration of its budgetary performance, economic indicators, or debt and contingent liability profile could result in a lower rating. Conversely, formalization of management policies and improvement in the county's debt profile could lead to a higher rating during our two-year outlook horizon.

Related Criteria And Research

Related Criteria

- USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013
- USPF Criteria: Methodology: Rating Approach To Obligations With Multiple Revenue Streams, Nov. 29, 2011

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Assessing Credit Quality By The Weakest Link, Feb. 13, 2012
- Institutional Framework Overview: Alabama Local Governments

Ratings Detail (As Of April 17, 2015)

Montgomery Cnty GO

<i>Long Term Rating</i>	AA/Stable	Affirmed
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Montgomery Cnty GO

<i>Unenhanced Rating</i>	AA(SPUR)/Stable	Affirmed
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Montgomery Cnty Pub Bldg Auth, Alabama

Montgomery Cnty, Alabama

Montgomery Cnty Pub Bldg Auth (Facs Proj)

<i>Long Term Rating</i>	AA-/Stable	Affirmed
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Montgomery Cnty Pub Bldg Auth (Facs Proj)

<i>Long Term Rating</i>	AA-/Stable	Affirmed
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Montgomery Cnty Pub Bldg Auth (Montgomery Cnty) Rev Rfdg Warrants Montgomery Cnty Fac Proj ser 2014-A dtd 12/01/2014 due 03/01/2031

<i>Long Term Rating</i>	AA-/Stable	Affirmed
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Montgomery Cnty Pub Bldg Auth (Montgomery Cnty) rev warrants ser 2006

<i>Unenhanced Rating</i>	AA-(SPUR)/Stable	Affirmed
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Many issues are enhanced by bond insurance.

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Interoffice Memo

To: County Commission
Mayor Todd Strange

From: Lou Ialacci

Cc: Donnie Mims

Date: March 31, 2015

RE: City and County Technology Update Meeting

The current City/County MOU agreement for Information Technology functions requires a semi-annual joint meeting of City and County Officials to review the goals and projects for this function. The last update was August 18, 2014 and I would like to update the Commission and the Mayor at the work session on Monday April 6. I have checked and the Mayor is available on Monday and I request that you schedule this for 8:30 at the work session.

Below is a summary of the significant accomplishments for the past six months and my plans for the balance of the year. Although we have taken care of the most obvious opportunities, we continue to look for chances to improve technology and services, and save money.

- **Savings**-In the current fiscal year we are on target to save the City \$250,000 and the County \$150,000 in salaries and volume purchases of standardized products and services.
- **Disaster Recovery (DR)** - DR is an important function of IT for both the City and the County. Both entities are now backing up applications and documents at the DR site on a daily basis. The first DR test of the Financial Systems for the City was successfully completed January 12, 2015.
- **Phone System**-The County has moved all major locations to the VOIP phone system. Only the Probate Office and another small group are left to complete. Probate will be completed once they relocate to Annex III.
- **Archiving**-The City and County are now using the same email archiving software. Working with the vendor gave us a better discount resulting in a savings of approximately \$10,000.

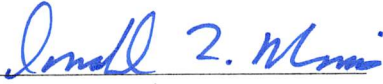
- **Sales Tax/Business License Software**-The vendor for the new business license and sales tax system was selected last September and the sales tax portion is in the development and implementation phase. The City and the County are working well together to develop the system to meet their needs and provide a consistent platform for analysis and reporting. The targeted implementation date is July 2015.
- **EXACOM**-The new EXACOM recording system for telephone and radio, which was part of the P25 radio system project, has been implemented.
- **Smart E911** was installed and is being used by both the City and the County. This product offers citizens the opportunity to provide personal information in a secure environment that can help first responders in emergency situations.
- **Next Generation (E911)**-The RFP for the NG E911 system was completed and responses evaluated. The City has approved its portion and the County recommendation is on the agenda for the April 6, 2015 meeting for Commission approval.
- **An internal website** for all employees has been developed at the City and is in the final testing/implementation phase. This will allow processing of personnel forms electronically using "work flow" to allow for faster, better documented processing and reduce paper. The County is working on their portion of the project and will be able to utilize much of the work done by the City.
- **Renovation Projects**-The County IT personnel continue to spend a good deal of time moving people and equipment in conjunction with the renovation work being done for the Youth Facility, Probate, and the District Attorney.

We continue to support several projects and the day to day requirements of the technology groups with a smaller staff than in 2012. Currently the County has one and the City has four openings for existing positions.

Thank you

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, May 4, 2015, at 8:00 in the morning.

A handwritten signature in blue ink, reading "Ronald Z. Wynn".

Administrator

A handwritten signature in black ink, reading "Edton N. Wynn, Jr.".

Chairman