

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
JUNE 1, 2015

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:06 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. 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

Chairman Dean inquired as to the status of the rural addressing coordinator position. Administrator Mims responded that the City/County Personnel Department is in the process of doing a desk audit.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that Judge Charles Price and County Attorney Tyrone C. Means are working on a Resolution concerning the City of Montgomery annexation and plan to present the Resolution at the next County Commission meeting. After discussion, the Commission agreed that this item should be presented as a waived rules item.

PRESENTATION BY ATTORNEY CLINTON GRAVES WITH GILPIN GIVHAN, PC

Attorney Clinton Graves with Gilpin Givhan, PC briefed the Commission regarding a Parameters Resolution relating to the County's General Obligation Refunding Warrants, Series 2015. Chairman Dean suggested that Liberty Bank and Trust Company be added as an additional underwriter. After discussion, the Commission agreed to waive rules and add this item to the agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris asked County Attorney Thomas T. Gallion, III the amount of his monthly retainer. Attorney Gallion responded that it was approximately \$1,300 per month. Vice

Chairman Harris stated that the verbiage “outside counsel” should be added to paragraph 2, last sentence, of the proposed Resolution regarding County Attorney Compensation Rates, which was on the agenda. After discussion, the Commission agreed to add this verbiage.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND DIRECTOR OF ELECTIONS DANIEL BAXTER

Probate Judge Steven L. Reed and Director of Elections Daniel Baxter briefed the Commission concerning an Agreement with Election Systems & Software, LLC regarding Ballot on Demand System, Processing and Services. Mr. Baxter noted that the total amount for this ballot printing system is reimbursable through Help America Vote Act (HAVA) funds. After discussion, the Commission agreed to waive rules and add this Agreement to the agenda.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding a Resolution providing for Montgomery County’s participation in the 2015 “Back-to-School” Sales Tax Holiday. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Ms. Henderson briefed the Commission regarding a comparative cost specific to external auditor costs compared to internal staff auditor costs. Ms. Henderson recommended that the county continue utilizing the external audit services program in conjunction with adding another Revenue Auditor to the Tax and Audit Department. After discussion, the Commission agreed to place a Position Fill Request for Revenue Auditor, Position Number 810118007, on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas presented a schedule showing Montgomery County Commission construction projects/needs with funding sources. Vice Chairman Harris expressed that he thought the County should back off some projects and let these funds build back up. (Copy of Schedule, Agenda Page 23-1, is attached to these Minutes.)

Ms. Thomas presented the 2016 Budget Calendar. Chairman Dean stated that the hiring freeze, except for law enforcement, should stay in place for 2016 and level fund departments.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding an Authorized User Agreement with Verizon Wireless. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding Budget Change Request Numbers 10 and 11. After discussion, the Commission agreed to waive rules and add these items to the agenda. Mr. Speake briefed the Commission regarding Supplemental Agreement Number 1 to Preliminary Engineering Agreement for resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway). After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Bid Award for plant mix. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Position Fill Request for County Road Equipment Operator I, Position Number 630551026 for the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

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

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Carmen Douglas briefed the Commission regarding the establishment of a Personnel Associate classification, Pay Grade A07, the abolishment of a Personnel Technician, Pay Grade A06 and the reclassification of Personnel Technician Margaret Broekhoven to Personnel Associate. After discussion, the Commission agreed to place these items on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Walker announced that representatives from Auburn University of Montgomery and their 2015 NAIA Softball National Championship team would be attending the formal session.

PRESENTATION BY DIRECTOR AYLIA MCKEE WITH THE MONTGOMERY COUNTY PUBLIC DEFENDER'S OFFICE

Director Aylia McKee with the Montgomery County Public Defender's Office updated the Commission regarding renovations at the Griel Mansion. She informed the Commission that the kitchen was in need of renovations as well. Ms. McKee requested that the County bid out and pay for the renovations and that the State of Alabama would reimburse the County. After discussion, the Commission agreed to her request.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Nimrod T. Frazer, Jr., with Industrial Partners, LLC regarding a proposed speculative building at the Montgomery Industrial Park.

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 Sheriff Derrick Cunningham at the request of Chairman Dean.

The Pledge of Allegiance was led by Commissioner Hall.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of May 18, 2015. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

CONSENT AGENDA

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

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

NEW BUSINESS

COUNTY COMMISSION – ADOPTED PROPOSED RESOLUTION REGARDING COUNTY ATTORNEY COMPENSATION, WITH A MODIFICATION TO SECTION 2, LAST SENTENCE ADDING THE VERBIAGE “OUTSIDE COUNSEL”, AFTER “COUNTY ATTORNEYS ARE PERMITTED TO ASSOCIATE”

Administrator Mims presented the following letter from County Attorney Tyrone C. Means:

May 7, 2015

VIA EMAIL

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

Re: MCC Proposed Revision to County Attorney Compensation Rates

Dear Donnie:

Attached hereto are two items:

1. The County Attorney Compensation Rate dated February 2007 and
2. The proposed revision to County Attorney Compensation Rate.

Please note that co-County Attorney Tommy Gallion, III and I have agreed that a increase in our compensation is well past due and that the proposal is reasonable given the market place rates for lawyers of our experience and expertise. We are jointly proposed increasing our hourly rates as follows:

For partners in our respective firms, the rate will increase from \$175.00 per hour to \$200.00 per hour. The rate of compensation for associate, contract or other lawyers in our respective firms would be increased from \$150.00 per hour to \$175.00 an hour. For paraprofessionals within our respective offices, the compensation rate will increase from \$75.00 an hour to \$85.00 an hour.

These rates were last increased 8 years ago in and around February 2007. As all should know, the cost of doing business has increased substantially. The rates proposed, in our opinion, are modest when compared to the prevailing market rates charged by attorneys with our experience and expertise. Both Tommy and I would be comfortable with these rates considering that the nature of our work is really public service.

Additionally, we are proposing an increase of our monthly retainer by 10 percent. I cannot recall the last time our rates were increased. However, in times past, my recollection is that in every fiscal year, the monthly retainers were increased at the same rate as county employees. I cannot recall when this practice stopped.

We are also proposing that annually, at a minimum the rates be increased by a modest 2½ percent. That way we don't get too far behind for our retainer rate.

Most of these subjects have been broached with the commissioners. I trust that the resolution will be favorably considered by all and that this item can be placed on an agenda as soon as possible. Please note that I'm proposing that this change be effective June 1 of this year.

Thank you for your attention in this matter.

Sincerely yours,

MEANS GILLIS LAW, LLC

/s/ Tyrone C. Means

cc: Tommy Gallion, III

End of Letter

Vice Chairman Harris made a motion to adopt the proposed resolution regarding County Attorney Compensation, with a modification to Section 2, last sentence, adding the verbiage “outside counsel”, after “County Attorneys are permitted to associate.” The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Resolution, the 2007 Resolution and Email, Agenda Pages 1-3 through 1-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED NOMINATION OF PERSONS FOR
CONSIDERATION AS MEMBERS OF THE COUNTY BOARD OF EQUALIZATION

Administrator Mims presented the following memorandum:

May 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Nominations to the Montgomery County Board of Equalization

Attached is a letter from Commissioner Julie P. Magee regarding the nomination by the County Commission of three nominees to the County Board of Equalization for the term beginning October 1, 2015.

During the May 18, 2015 County Commission meeting, I was requested to submit the following three names for consideration:

C. Arthur Steineker
Alma Collier
Shirley Huffman Moore

I am requesting the Montgomery County Commission approve these nominees whose names will be submitted to the Alabama Department of Revenue.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter, Official Nominations Report, and Board Members' Appointment Page, Agenda Pages 2-2 through 2-4, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED DIGITAL INFORMATION COOPERATIVE AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING 2015 AERIAL PHOTOGRAPHY, LIDAR AND PLANIMETRIC DATA ACQUISITION PROJECT COSTS

Administrator Mims presented the following memorandum from Revenue Commissioner Janet Y. Buskey:

May 18, 2015

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner
Donnie Mims, County Administrator

FROM: Todd Grant, GIS & Cadastral Mapping Manager

SUBJECT: Digital Information Cooperative Agreement

Attached to this memorandum, please find the Digital Information Cooperative Agreement between the Montgomery County Commission and the Alabama Department of Transportation. Approval of this contract will bring a \$60,000 grant award from the Federal Highway Administration (FHWA) through the Alabama Department of Transportation (ALDOT). These funds will be applied to the 2015 Aerial Photography, LiDAR and Planimetric Data Acquisition project costs. In return we will provide data sharing with ALDOT.

We respectfully request approval of this agreement. Thank you for your consideration.

Attachments

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. (Copies of Letter and Agreement, Agenda Pages 3-2 through 3-9, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED PROPOSED LEGISLATIVE AGENDA ITEM
RELATING TO MONTGOMERY COUNTY TO AUTHORIZE THE JUDGE OF PROBATE
TO CHARGE A TOTAL ISSUANCE FEE OF FIFTEEN DOLLARS FOR A BUSINESS
LICENSE

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

MEMORANDUM

To: Montgomery County Commission
From: Steven L. Reed, Probate Judge
Date: May 7, 2015
RE: 2015 Legislative Agenda-Business License Fee

Per my comments at the May 4, 2015 County Commission meeting, I would encourage the commission to proceed with the bill eliminating section C which would have added a late fee to any business license past due for more than 10 days. I believe this version will bring Montgomery County in line with peer counties and increase the likelihood of passage this session.

Should you have any questions or concerns please feel free to contact me.

Sincerely,

/s/ Steven L. Reed
Probate Judge
Montgomery County

End of Memorandum

Vice Chairman Harris made a motion to approve proposed legislative agenda item, Legislative Reference Number 165574-1, relating to Montgomery County to authorize the Judge of Probate to charge a total issuance fee of fifteen dollars for a Business License and eliminate section C of the proposed bill which would have added a late fee to any business license past due for more than 10 days. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Bill to be Entitled an Act, Agenda Pages 4-2 and 4-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED ALLOWANCE PROGRAM FOR SPECIALIZED UNITS
(TACTICAL TEAM, DIVE TEAM AND EXTRACTION UNIT), EFFECTIVE JUNE 1, 2015

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Allowance Program for Specialized Units

Mr. Mims,

I want to start an allowance program for my specialized units. The Tactical Team, Dive Team and the Extraction Unit.

The Deputies and Correction Officers go over and beyond the call of duty. Anytime there is a hostile situation they are called upon to respond. They go in situations that most people turn and walk away from. We are initially talking about approximately 12 on the Tactical Team, 2 on the Dive Team and 16 Extraction Team members which is just a few of our personnel.

I am requesting an allowance of \$2,400.00 annually for each member, which will be broken down to \$200.00 monthly. This is a small amount considering what we face on a daily basis. Once a person comes off of one of our units this allowance will stop.

Any consideration given will be greatly appreciated.

End of Memorandum

Commissioner Hall made a motion to approve the request, effective June 1, 2015. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED REALLOCATION OF SPACE IN ANNEX III, 2ND
FLOOR FROM JUDGE OF PROBATE MAILROOM USE TO REVENUE
COMMISSIONER'S OFFICE

Administrator Mims presented the following memorandum from Chief Clerk Allyson Holland:

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commission

FROM: Allyson Holland, Chief Clerk
Montgomery County Revenue Commission

DATE: May 11, 2015

RE: Redemption/Mapping Area – Annex III

The Revenue Commissioner's office would like to request the reallocation of the Redemption/Mapping area on the 2nd floor of Annex III of the Montgomery County Courthouse. The Revenue Commissioner signed an agreement with the Probate Judge to allow his office to utilize this space temporarily for their mail room needs. We are now ready to use the space to move in our Mapping Section that is currently located in the Carnegie Building.

We notified the Probate Judge on March 31, 2015 in writing to vacate the space within 60 days. We respectfully request the County Commission reallocate the space back to the Revenue Commissioner's office effective June 1, 2015. I am copying Sheriff Derrick Cunningham to change access badges as needed on that date.

C: Derrick Cunningham, Sheriff

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Agreement, February 3, 2014 Minutes, and Memorandum, Agenda Pages 6-2 through 6-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

June 1, 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-2015-70: Rescind Appropriation to Youth-n-Action Programs, for “Hook A Kid on Golf” Tee Level Clinic - \$500; (Harris)

NOTE: Organization name needed correction.

C-2015-72: Royal Ambassadors Med Inc., for Youth-n-Action Programs; “Hook A Kid on Golf” Tee Level Clinic - \$500 (Harris)

C-2015-73: Maggie Street Community Development Corporation, for Centennial Hill Health Fair - \$500; (Dean - \$250 and Harris - \$250)

NC-2015-104: City of Montgomery, for Montgomery Museum of Fine Arts, for the 40th Montgomery Art Guild Museum Exhibition - \$500; (Harris)

NC-2015-105: BOE, McKee Middle School, for Montgomery Public Schools’ Special Education Summer Experiential Learning Camp - \$455.50(Walker)

**Rescind

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.

COUNTY COMMISSION – APPROVED BID AWARD FOR EMPLOYEE LUNCHEON, BID NO. 51988-15B-020

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

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: May 12, 2015

Re: Invitation to Bid No: 51988-15B-020
Employee Luncheon

Request approval of award on the above referenced Invitation to Bid to the low bid of Chappy’s Deli, for a unit price of \$7.89 each and a total amount of \$4,734.00; be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with DiDi Henry, Manager of Public Affairs.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the bid award to Chappy's Deli at a unit price of \$7.89. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. The quantity of meals awarded will be based upon the number of employees who sign-up. (Copy of Spreadsheet, Agenda Page 8-2, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 34 FOR \$20,000 TO BRIDGE BUILDERS, INC., FOR YOUTH
LEADERSHIP PROGRAM

Administrator Mims requested approval of Budget Change Request Number 34, 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 9-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST FOR
COMMUNITY CORRECTIONS TECHNICIAN, POSITION NUMBER 300357001

Administrator Mims presented the following memorandum from Executive Director of Community Corrections Paul H. Brown:

MEMORANDUM

May 27, 2015

TO: Montgomery County Commission

CC: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Agenda Item – Position Fill Request for Community Corrections Technician

Dear Commissioners:

At the last Commission information session I briefed the Commission on a request for a future Agenda Item. Recently, the Commission and City/County Personnel Board approved the creation of a new Community Corrections Position – titled Community Corrections Technician. This newly created position came at the behest of a number of stakeholders including the judiciary. The Community Corrections Department presently has a vacancy of one Community

Corrections Officer. This position has remained open for the past few months while the needs of the Department were reviewed and evaluated. We propose to fill the vacancy with a Community Corrections Technician in lieu of filling it with a Community Corrections Officer.

This position is considered an entry level position for individuals with a college degree in a related field, but without the requisite experience required to qualify as a Community Corrections Officer. Ideally, this position would present an opportunity for this position to promote to a Community Corrections Officer after achieving sufficient practical experience working in the Technician capacity. The position description and duties have been reviewed by the City-County Personnel staff analyst and a salary range of A04 (starting salary \$28,223) has been established.

I respectfully request that the Commission consider the approval of a Position Fill Request for the Community Corrections Technician position at the next regular Commission Meeting June 1, 2015.

Respectfully submitted,

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

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 10-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED ESTABLISHMENT AND RECLASSIFICATION OF
PUBLIC SAFETY COMMUNICATIONS OPERATOR CLASSIFICATION, CO0482, PAY
GRADE A04

Administrator Mims presented the following memorandum:

May 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Establishment and Reclassification of Public Safety Communications Operator Classification

The Montgomery County Commission, during their meeting on May 18, 2015, agreed to place on the next agenda the establishment of a Public Safety Communications Operator classification

(CO0482), Pay Grade A04 with the Montgomery County Sheriff's Office and the reclassification of Jacqueline Freeman from ECO I to Public Safety Communications Operator, effective the first full pay period following approval by City/County Personnel.

I am requesting approval of these items.

Attachments

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 Memoranda, Spreadsheet, and Personnel Board Agenda, Agenda Pages 11-2 through 11-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED ESTABLISHMENT AND RECLASSIFICATION OF PUBLIC SAFETY COMMUNICATIONS DISPATCHER CLASSIFICATION, CO0483, PAY GRADE A05

Administrator Mims presented the following memorandum:

May 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Establishment and Reclassification of Public Safety Communications Dispatcher Classification

The Montgomery County Commission, during their meeting on May 18, 2015, agreed to place on the next agenda the establishment of a Public Safety Communications Dispatcher classification (CO0483), Pay Grade A05 with the Montgomery County Sheriff's Office and the reclassification of the following employees from ECO II to Public Safety Communications Dispatcher, effective the first full pay period following approval by City/County Personnel: Victoria Brown, Christopher Koontz, Cynthia Miles, Jason Mims, Wendy Deese, Crystal Jackson, Ketua Burton, Brittany Murphy, Lakenya Webster and Qumeasha Williams.

I am requesting approval of these items.

Attachments

End of Memorandum

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

SHERIFF'S OFFICE – APPROVED ABOLISHMENT OF EMERGENCY COMMUNICATIONS OPERATOR I (CO0480) AND EMERGENCY COMMUNICATIONS OPERATOR II (CO0481) CLASSIFICATIONS

Administrator Mims presented the following memorandum:

May 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Abolishment of Emergency Communications Operator I and II Classifications

The Montgomery County Commission, at its meeting on May 18, 2015, agreed to place on the next agenda the abolishment of Emergency Communications Operator I and II Classifications.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memoranda, Spreadsheet, and Personnel Board Agenda, Agenda Pages 13-2 through 13-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (5)

Administrator Mims presented the following memorandum:

May 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on May 18, 2015, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff Corporal, Position Number 97
- (2) Deputy Sheriff Corporal, Position Number 143
- (3) Deputy Sheriff, Position Number 102
- (4) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined
- (5) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 14-2 through 14-6, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (9)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Finance Department	Request Numbers 4, 5, and 6
2. Tax & Audit Department	Request Numbers 13, 14, and 15
3. Risk Management	Request Number 11
4. Engineering Department	Request Number 6
5. Community Corrections	Request Number 15

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 15-1 through 15-9, 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:

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (3)

Administrator Mims recommended the following Budget Change Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. Engineering Department	Request Numbers 10 and 11
2. Support Services	Request Number 2

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 Budget Change Requests, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED PARAMETERS RESOLUTION RELATING TO THE COUNTY’S GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2015, WITH A MODIFICATION TO ADD LIBERTY BANK & TRUST COMPANY (FORMERLY FIRST TUSKEGEE BANK) AS AN ADDITIONAL UNDERWRITER

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

May 28, 2015

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

Re: Parameters Resolution relating to the County’s
General Obligation Refunding Warrants, Series 2015
Our File No. 3834.1006

Dear Donnie:

The enclosed resolution proposes the issue of the County’s General Obligation Refunding Warrants, Series 2015 (the “Series 2015 Warrants”) in the maximum principal amount of \$34,000,000 for the purpose of refunding, in whole or in part, the County’s General Obligation Warrants, Series 2007, which were issued in the original principal amount of \$43,935,000.

This resolution (i) sets the parameters with respect to the above referenced issue of the Series 2015 Warrants, (ii) authorizes The Frazer Lanier Company Incorporated as underwriter and Gilpin Givhan, PC as bond counsel to proceed with the preparation of documents for the sale and issuance of the Series 2015 Warrants, and (iii) authorizes the Chairman of the County Commission of Montgomery County, Alabama (the “Commission”) to sign and execute a Warrant Purchase Agreement and other necessary documents with respect to the sale of the

Series 2015 Warrants. With the approval of this resolution, both the underwriter and bond counsel can prepare to market the Series 2015 Warrants. Once the Series 2015 Warrants are priced, we will come back before the Commission with a resolution authorizing the issuance of the Series 2015 Warrants and approving final pricing.

We respectfully request that this resolution be placed on the agenda for the Commission's meeting on June 1, 2015 and ask that the Commission waive rules to consider this resolution for approval at that meeting.

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

Yours very truly,

Gilpin Givhan, PC

/s/ Clinton D. Graves

End of Letter

Vice Chairman Harris made a motion to adopted Parameters Resolution relating to the County's General Obligation Refunding Warrants, Series 2015, with a modification to add Liberty Bank & Trust Company (Formerly First Tuskegee Bank) as an additional Underwriter. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Resolution, Agenda Pages 17-2 through 17-4, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED AGREEMENT WITH
ELECTION SYSTEMS & SOFTWARE, LLC, REGARDING BALLOT ON DEMAND
SYSTEM, PROCESSING AND SERVICES

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

MEMORANDUM

May 27, 2015

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

From: Daniel A. Baxter
Director of Elections

Re: Procurement of the Ballot on Demand System (Election Systems & Software)

The Montgomery Election Center is seeking to procure Election Systems & Software's "Ballot on Demand System (BOD)." The BOD is a ballot printing system that will empower the

Department to print absentee ballots upon request rather than preprinting mass quantities of ballots. This will also eliminate any chance of ballot shortages on Election Day.

The cost to procure the BOD system is \$16,670. The entire amount is reimbursable through Help America Vote Act (HAVA) funds. The Department has obtained approval through the office of the Alabama Secretary of States. The approval number for this project is 2015-0025.

The Department is seeking to implement the BOD for the forthcoming Municipal Election Cycle. As such, the County Commission's immediate attention and approval of this matter will be greatly appreciated.

I will make myself available at the next Commissioner's work session to answer any questions.

Thank You for Your Consideration,

/s/ Daniel A. Baxter
Director of Elections

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 18-2 through 18-13, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION PROVIDING FOR MONTGOMERY
COUNTY'S PARTICIPATION IN THE 2015 "BACK-TO-SCHOOL" SALES TAX HOLIDAY

Administrator Mims presented the following memorandum and resolution from Revenue Manager Terri A. Henderson:

MEMORANDUM

DATE: May 26, 2015
TO: Florence M. Cauthen, Deputy Administrator
FROM: Terri A. Henderson, Revenue Manager
RE: 2015 "Back-to-School" Sales Tax Holiday, August 7-9, 2015

Please see notice attached from the State of Alabama Department of Revenue ("ADOR") specific to the 2015 "Back-to-School" Sales Tax Holiday. If we are going to participate again this year, I would respectfully request that this topic be discussed during the next Informal Session of the Montgomery County Commission Meeting. Please note the draft resolution attached has been prepared in anticipation that this item will be included on the formal agenda for the Montgomery County Commission meeting on June 15, 2015.

Please note that written notification of our participation and a certified copy of our resolution will be due back to the ADOR before the July 7, 2015 deadline. Thank you in advance for your assistance with this matter.

Attachments

End of Memorandum

RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN AUGUST 2015, AS AUTHORIZED
BY ACT NO. 2006-574

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the first full weekend of August 2015 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on Friday, August 7, 2015 and ending at twelve midnight on Sunday, August 9, 2015.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the June 1, 2015 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 1st day of June, 2015.

I hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 1st day of June, 2015.

Elton N. Dean, Sr.
Chairman

End of Resolution

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Guidelines, Agenda Pages 19-3 through 19-5, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Alma Bowen, a resident in the Mt. Meigs community, thanked Commissioner Hall and County Engineer George Speake for their quick response to repair a pothole in the Waugh area. She also told everyone that she has been a Volunteer Fireman for the past 23 years and thanked the Commission for its support and the outstanding job of the dispatchers and officers. She spoke to the Commission regarding the address listed on her Property Tax receipt. She informed the Commission that the receipt states that her property is located in Pike Road. She said that she has lived at her present address for 64 years, which is located at 187 Callie's Place, Montgomery, Alabama 36117. She said that her mail comes from the Lagoon Park Post Office. She told the Commission that she spoke with the Mapping Department on March 18, 2015, and was told that the property is located next to property with a Pike Road address but they would change hers back to read Montgomery. She said that she sent a letter dated April 14, 2015, to Revenue Commissioner Janet Buskey but had not received notification that the change has been done. Revenue Commissioner Buskey stated that the address is assigned by the E911 Rural Addressing Coordinator. Commissioner Hall and Addressing Coordinator Jane Brown stated that they would look into it and respond to her.

Commissioner Hall wished everyone a happy summer. He urged everyone to take advantage of the parks in Montgomery County and the many things offered in the downtown River Region area. He congratulated the AUM Softball team for winning the National Championship.

Commissioner Williams told everyone the good morning. He informed everyone that the students hired for the Summer Work Program started today. He said that Montgomery is experiencing a lot of street trouble and that this program is the best thing for the County in helping get the youth off the streets. He thanked his fellow Commissioners for the work they did in putting this program in place.

Commissioner Walker informed everyone that she will be having her major surgery on Friday and to get with her before then if anyone needs anything. She asked for prayers for her, and most especially for her husband, as he will be taking care of her. Commissioner Walker told everyone that she is excited to present Steve Crotz, Auburn Montgomery Athletic Director, and

the Auburn Montgomery Women's Softball Team. She informed everyone that Mr. Crotz has been the Athletic Director for seven years. She stated that unfortunately Mr. Crotz will be leaving his position in July. Commissioner Walker said that we are celebrating Auburn Montgomery Women's Softball Team's win of the NAIA National Championship for the second year in a row. She introduced Head Coach Eric Newell and congratulated Coach Newell and the Women's Softball Team for a great job. She said that she threw the first pitch in 2014 and was asked to do it again this year but had to decline due to health reasons. Commissioner Walker asked Mr. Crotz to come up and say a few words. Mr. Crotz said that it's all about striving for balance. He said the ladies did an excellent job. He said that they did 100 hours of community outreach, working many hours with Sheriff Cunningham. He stated that they held a 3.28 GPA during the spring semester and an overall average of 3.23 during the spring and fall semesters combined. He added that they maintained these GPA scores while they were traveling. He said that they are really commendable. Commissioner Walker thanked them all for attending the meeting.

Chairman Dean told the audience good morning and expressed his appreciation for attending today's meeting.

Vice Chairman Harris told the audience good morning and congratulated the Ladies Auburn Montgomery Softball Team on their National Championship win. He stated that he has a dual connection to the softball teams because he graduated from Alabama State University and received a Graduate Degree at Auburn Montgomery. He thanked everyone for attending today's meeting and told them to have a safe summer.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims distributed an Engagement Letter from Examiner Brittany H. Little with the Examiners of Public Accounts concerning the start of the 2013-2014 audit and a Fraud and Related Party Transactions letter, which each Commissioner would need to provide a written response. He offered to help the Commissioners with their written responses. He noted that Commissioner Hall would not be required to provide a response this year. (Copies of the Engagement Letter and the Fraud and Related Party Transaction Letter, Agenda Pages 20-1 through 20-11, are attached to these Minutes.)

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Montgomery Area Chamber of Commerce Director of Corporate Development Justice Smyth requesting the convening of an Executive Session to

discuss a commerce or trade matter. Vice Chairman Harris made a motion to go into the Executive Session. The motion was seconded by Commissioner Hall and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Justice Smyth and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 21-1 and 21-2, are attached to these Minutes)

RECESS TO INFORMATION SESSION

Commissioner Williams made a motion to recess the Executive Session. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry briefed the Commission regarding the 200th birthday celebration of Montgomery County. She stated that this would be a year-long celebration starting January 1, 2016.

Commissioner Hall stated that now may be a good time to move forward with the County magazine.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer briefed the Commission regarding proposed changes to the Montgomery County health care plan. After discussion, the Commission asked Mr. Kramer to visit with them again regarding this topic at the next meeting.

COMMENTS BY DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented a Bid Award for air filters and service, Bid No. 51901-15B-023. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award for garbage collection service for county buildings, Bid No. 51901-15B-022. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 51 and Clerk II, Position Number 237 from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims briefed the Commission regarding a letter from Sheriff Cunningham concerning the 2015 Edward Byrne Memorial Justice Assistance Grant, which would be presented at a future meeting.

Administrator Mims presented information from Envision 2020 regarding Post-Incarceration Case Management of the Mentally Ill. The Commission agreed for Executive Director Lynn Beshear to visit with them at the next meeting.

Administrator Mims presented a letter from Vice Chairman Fred D. Gray, Jr., with Alabama Omega Foundation requesting funding in the amount of \$2,500 for a Mentoring Retreat for Youth.

Administrator Mims presented additional information regarding HGHG, Inc.

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

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen informed the Commission that the Circuit Clerk teller line was half finished and an estimated \$1,200.00 is needed as part of security allowance and flooring.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from County Attorney Thomas T. Gallion, III, requesting the convening of an Executive Session to discuss possible future litigation concerning the Downtown Environmental Alliance. Commissioner Hall made a motion to go into the Executive Session. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from County Attorney Thomas T. Gallion, III and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 22-1 and 22-2, are attached to these Minutes).

RECESS TO INFORMATION SESSION

Commissioner Walker made a motion to recess the Executive Session. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

ADJOURNMENT

Commissioner Walker made a motion to adjourn the meeting of the Montgomery County Commission on June 1, 2015, at 11:37 a.m. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-15-15

Check Number	To	Check Number
252933		253000
Total Checks Paid		\$948,604.73

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 05-15-15

Check Number	To	Check Number
253001		253078
Total Checks Paid		\$461,259.34

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 05-22-15

Check Number	To	Check Number
253079		253149
Total Checks Paid		\$472,242.12

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

AGENDA

JUN - 1 2015

06-01-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-22-15

Check Number	To	Check Number
253150		253249
Total Checks Paid		\$379,931.15

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
05/29/15

Payroll Check Number	122885	To	Payroll Check Number	122960	\$ 62,167.83
Direct Deposits					\$ 889,771.98
Payroll Check Number	122961	To	Payroll Check Number	122977	\$ 203,179.63
Direct Deposits					\$ 61,747.75
Federal Deposits					\$ 327,902.77
Total Payroll Paid					\$ 1,544,769.96

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

State of Alabama)
County of Montgomery)

RESOLUTION

Be it hereby resolved by the Montgomery County Commission on the _____ day of May, 2015 the following:

1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.

2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be \$200.00 per hour; the hourly rate for associate attorneys shall be \$175.00 per hour and the billing rate for paralegals and law clerks shall be \$85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate on a case-by-case or project-by-project basis at an hourly rate not to exceed \$175.00 per hour.

3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.

4. Said retainer shall cover the following which shall not be subject to hourly billing:
- a. Top priority given to the legal needs of Montgomery County;
 - b. Attendance at Montgomery County Commission meetings;
 - c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;
 - d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;
 - e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and
 - f. A Quarterly Legal Report of legal services rendered by each firm.

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Commissioner

Ronda M. Walker, Commissioner

Andrew D. Hall, Commissioner

Agenda

FEB 5 - 2007

STATE OF ALABAMA *
 *
COUNTY OF MONTGOMERY *

RESOLUTION

BE IT HEREBY RESOLVED by the Montgomery County Commission on this the 5th day of February 2007, the following:

1. The Montgomery County Commission desires to increase the billing rates for attorneys' hourly rates for its County Attorney Thomas T. Gallion, III, and attorneys and paralegals at Haskell Slaughter Young & Gallion, L.L.C., and for County Attorney Tyrone C. Means and his attorneys and paralegals at Thomas, Means, Gillis & Seay, P.C.

2. The new hourly billing rates which will become effective for all work done after February 5, 2007, will be \$175.00 per hour for principals in the law firms, which are comprised of Thomas, Means, Gillis, Seay, Haskell, Slaughter, Young and Gallion; \$150.00 per hour for all other senior partners and other attorneys in the firms; and \$75.00 per hour for paralegals.

3. The monthly retainer for each of these attorneys will remain the same and will cover the following that is not subject to hourly billing:

- a. Top priority will be given to Montgomery County's legal needs;
- b. Attendance at Montgomery County Commission meetings;
- c. Any verbal opinions given in telephone conversations;
- d. Any and all delivery of documents to the County and/or third parties that would include mileage or related expenses; and
- e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each six months by each of the two firms.

Todd Strange, As Its Chairman

Elton N. Dean, Sr., as Its Vice Chairman

Reed Ingram

Dimitri Polizos

Jiles Williams, Jr.

Tammy Nix

From: Tyrone Means <tcmeans@meansgillislaw.com>
Sent: Thursday, May 07, 2015 4:18 PM
To: Donald Mims
Cc: Jiles Williams, Jr.; Tommy Gallion; Elton N. Dean, Sr.; Dan Harris; Andrew Hall; Ronda Walker
Subject: MCC Resolution regarding County Attorney Compensation Rate: Thursday Memo
Attachments: MCC Proposed Revision to County Attorney Compensation Rates (2).pdf; MCC County Attorney Compensation Rate February 2007.pdf; MCC Proposed Revision to County Attorney Compensation Rates Cover letter May 2015.pdf

Commissioner Williams asked me to send the proposed revision of the county attorney's compensation rates to you for placement on the next Thursday memo. I have copied the other commissioners as a matter of information.

Tyrone C. Means
Means Gillis Law, LLC
60 Commerce Street, Suite 200(36104)
P O Box 5058
Montgomery, AL 36103-5058
(334) 270 1033
(800) 626-9864
(334) 260 9396 (Fax)

tcmeans@meansgillislaw.com
www.meansgillislaw.com

H. Lewis Gillis and Tyrone C. Means are Means Gillis Law. Seasoned attorneys with a staff of caring professionals, Attorneys Gillis and Means have collectively practiced for more than 75 years. Our legal expertise spans the civil litigation spectrum which includes cases of wrongful death, serious personal injury and product liability. We also extend our legal expertise to a variety of government agencies and high profile white-collar criminal defense cases. Our firm has handled some of the most challenging and notable plaintiff and defense cases tried in the southern United States for more than a quarter of a century. We take pride in representing both the mainstream and the underserved communities in our society. This message is privileged and confidential and may be protected by the attorney-client privilege, the attorney work product doctrine, or other law. These privileges are not waived.



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

March 13, 2015

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

TO ALL COUNTY GOVERNING BODIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that each County governing body shall nominate three persons for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by your body.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the state is interested just as much as the county. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the municipalities, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2015.

It will be greatly appreciated if you will return these nominations by August 14, 2015 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Julie P. Magee
Commissioner

JPM:dj

Enclosure

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2015

STATE OF ALABAMA)
)
Montgomery County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

- | | |
|--|---------------------------|
| 1. <u>C. Arthur Steineker</u> | Name (As usually signed) |
| <u>1338 Magnolia Curve, Montgomery, AL 36106</u> | Exact Post Office Address |
| 2. <u>Shirley Huffman Moore</u> | Name (As usually signed) |
| <u>4040 Valencia Dr., Montgomery, AL 36116</u> | Exact Post Office Address |
| 3. <u>Alma Collier</u> | Name (As usually signed) |
| <u>7520 Lakeridge Dr., Montgomery, AL 36117</u> | Exact Post Office Address |

Signatures of all members of
County Commission
or other governing body.

DATE: _____, _____

Board of Equalization

Members:

Recommended by:

Term Expires:

Leu Hammonds
5336 Loisa Lane
Montgomery, AL 36108
Home: 334/281-6429

Board of Education

9/30/2015

C. Arthur Steineker
2401 E. Cloverdale Park
Montgomery, AL 36106
Home: 334/834-2371

County

9/30/2015

Charles S. Snider, Sr.
3436 Oak Grove Circle
Montgomery, AL 36116
Home: 334/270-9269

City

9/30/2015

Attorney: Mark Anderson, III

Term: 4 years



ALABAMA DEPARTMENT OF TRANSPORTATION

Design Bureau

1409 Coliseum Boulevard, Montgomery, Alabama 36110

P.O. Box 303050, Montgomery, Alabama 36130-3050

Phone: 334-242-6178

FAX: 334-269-0826



Robert Bentley
Governor

May 4, 2015

John R. Cooper
Transportation Director

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

Attention: Janet Buskey

RE: Mapping Agreement

Ms. Buskey,

Attached please find a copy of our Digital Information Cooperative Agreement. Please review this document thoroughly. If Montgomery County is in acceptance of the terms of this Agreement, please sign, have it signed and sealed by a Notary, and return the Agreement and the Resolution to this office
Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

William F. Adams, PE
State Design Engineer

BY:

Brian R. Ingram, PE/PLS
Location Engineer

WFA/BRI/kmf
Attachment

C: Mr. Bill Bass
File

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the 1st day of June, 2015 by and between the Montgomery County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Montgomery County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2015 computerized mapping project.

1.02 The County has entered into a contract in the approximate amount of \$485,107 to acquire 1"=100' scale digital ortho-photography, updated mapping, LiDAR and elevation data for the County. The aerial photography and resulting data will be collected in accordance

with the Alabama Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for federal grant in the amount of \$ 60,000 to be applied toward the completion of the 2015 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- (b) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2015 photography contract.
- (c) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2015. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2015, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date hereof and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. The county may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. Dispute Resolution. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL:

ATTEST:

MONTGOMERY COUNTY, ALABAMA

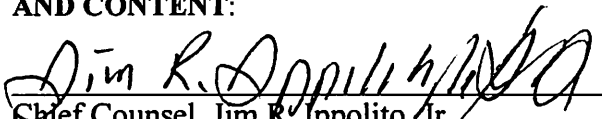
(Notary Signature)

County Commission, Chairman

Type Name

Type Name (County Commission Chairman)

**THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**



Chief Counsel, Jim R. Ippolito, Jr.
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

State Design Engineer, William F. Adams, PE
Alabama Department of Transportation

Chief Engineer, Ronnie Baldwin, PE
Alabama Department of Transportation

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this
___ day of _____, 2015.

Governor of Alabama, Robert Bentley

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2015 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this ____ day of _____, 2015.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the ____ day of _____, 2015, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this ____ day of _____, 2015.

County Clerk

SEAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

1 165574-1 : n : 03/11/2015 : KBH / agb LRS2015-815

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9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; to authorize the
14 judge of probate to charge a total issuance fee of fifteen
15 dollars for a business license; and to authorize the
16 assessment of a late fee of one hundred fifty dollars after a
17 business license has been past due for more than 10 days.

18 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

19 Section 1. (a) This act shall apply only in
20 Montgomery County.

21 (b) The judge of probate may charge a total issuance
22 fee of fifteen dollars (\$15) for the issuance of a business
23 license.

24 (c) In addition to any other late fee authorized, a
25 total late fee of one hundred fifty dollars (\$150) may be
26 assessed after a business license has been past due for more
27 than 10 days.

1 Section 2. This act shall become effective on the
2 first day of the third month following its passage and
3 approval by the Governor, or its otherwise becoming law.

**MONTGOMERY COUNTY PROBATE OFFICE CO-OPERATIVE
INTERGOVERNMENTAL AGREEMENT FOR RESOURCES AND OFFICE SPACE**

This AGREEMENT is made between the Signed Parties

WHEREAS:

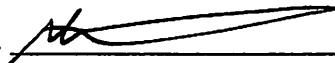
1. Each PARTY is allocated certain office space throughout Montgomery County that may be useful to another PARTY for services to the public and related activities; and
2. The PARTIES agree that sharing office space promotes the cost-effective and efficient use of public resources; and,
3. The PARTIES desire to enter into an AGREEMENT to establish procedures for sharing office space. Therefore, in consideration of the mutual covenant herein, it is

AGREED:

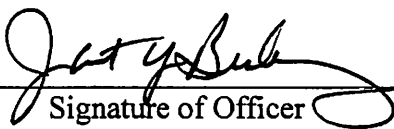
1. The MONTGOMERY COUNTY REVENUE COMMISSIONER shall make available to the MONTGOMERY COUNTY PROBATE OFFICE the area identified as an unnumbered room formerly designated as MAPPING (hereinafter, the ROOM) in the Montgomery County Courthouse, Annex III in a manner and in the terms and conditions provided herein.
2. The MONTGOMERY COUNTY PROBATE OFFICE shall be authorized by this AGREEMENT to utilize the ROOM to conduct business related to their Internet and Mail-in renewal process. In addition to this stated purpose, the MONTGOMERY COUNTY PROBATE OFFICE shall be authorized to use the ROOM to conduct business necessary to fulfill statutory obligations.
3. The MONTGOMERY COUNTY PROBATE OFFICE shall have the full use and enjoyment of the work area located in the ROOM. The MONTGOMERY COUNTY REVENUE COMMISSIONER shall retain full use and enjoyment of the storage room located within the ROOM. This provision notwithstanding, the MONTGOMERY COUNTY REVENUE COMMISSIONER shall allocate an area within the storage room to reasonably accommodate the MONTGOMERY COUNTY PROBATE OFFICE in the furtherance of its business.
4. Each PARTY is solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing the aforementioned office space under this AGREEMENT.

5. This AGREEMENT is beneficial to the MONTGOMERY COUNTY PROBATE OFFICE because it will reduce the time required to send out mailings to citizens by eliminating the time mail is in transit from its current location to the Count Mail-Room.
6. Any PARTY may terminate its participation in this AGREEMENT by providing thirty (30) days written notice to the other PARTY.
7. Upon termination of this AGREEMENT, the MONTGOMERY COUNTY PROBATE OFFICE shall return the ROOM to the MONTGOMERY COUNTY REVENUE COMMISSIONER in the same or substantially similar condition in which it first received.
8. This AGREEMENT may be amended by written amendment signed by both PARTIES.

IN WITNESS WHEREOF,



Witness

 _____ Signature of Officer	<u>10/16/2013</u> _____ Date	<u>Revenue Commissioner</u> _____ Officer's Title
 _____ Signature of Officer	<u>16 Oct 13</u> _____ Date	_____ Officer's Title

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 3, 2014

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:07 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. Chairman Dean, Vice Chairman Harris, Commissioner Ingram and Commissioner Williams 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

Commissioner Williams requested a \$400 miscellaneous appropriation from his account to Brewbaker Technology Magnet High School, the women's softball team.

Commissioner Ingram requested a \$2,500 miscellaneous appropriation from his account to Montgomery Area Council on Aging (MACOA), for Meals on Wheels Program for homebound seniors.

Chairman Dean requested a \$700 miscellaneous appropriation from his account to Robert E. Lee High School, for Choral Program, attention: Brenda Shuford.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 1 from Information Systems. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims informed the Commission that he had received the three revised Contractual Agreement Addendums with E-Ring, Inc., regarding Capture BOE, Assessment and Maps Online, Capture Mobile Assessment and Capture iPad Software for the Appraisal Department. After discussion, the Commission agreed to waive rules and add these items to the agenda.

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

YOUTH FACILITY – APPROVED PERSONAL SERVICES CONTRACT WITH ADEDOYIN DOSUNMU-OGUNBI, M.D., TO PROVIDE MEDICAL SERVICES FOR YOUTH DETAINED AT THE YOUTH FACILITY

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

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: January 30, 2014
Re: Personal Services Contract – Dr. Adodoyin Ogunbi

Please place the attached contract on the County Commission formal agenda for February 3rd. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1, 2013 through September 30, 2014.

Thank you for your consideration in this matter.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Personal Services Contracts, Agenda Pages 4-2 through 4-5, are attached to these Minutes.)

* COUNTY COMMISSION – APPROVED ALLOCATION OF SPACE IN ANNEX III, 2ND FLOOR TO JUDGE OF PROBATE FOR USE AS MAILROOM

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

MEMORANDUM

To: Montgomery County Commission
Cc: Chairman Dean, County Administrator Donnie Mims
From: Judge Reed's Office, Montgomery County Probate

Date: 1/29/14

Re: Signing off on the use of Revenue's unused mapping area for use as the mail room for the Probate Office.

An arrangement between the Revenue Commissioner and the Judge of Probate has been reached to use the Revenue's unused mapping area, on the 2nd floor of Annex 3, 101 S. Lawrence, as the mailroom for the probate office. The Revenue department will retain the two storage rooms in that area for its own purposes. This agreement has met with no opposition and now requires the approval of the Montgomery County Commission to move forward. Please sign the approval line below to allow this project to move forward.

Approved _____

Date _____

End of Memorandum

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

OMNIBUS VOTE

Commissioner Ingram requested that the Commission omnibus the following three items, and his fellow Commissioners concurred. Mr. Williams made a motion to approve the three agenda items. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED TO RECOGNIZE AND DENY CLAIM FILED BY CHARSANDERS SANDERSON

The Administrator presented the following memorandum from County Attorney Thomas T. Gallion, III:

MEMORANDUM

January 7, 2013

Attorney/Cient Privileged

TO: Donnie Mims
FROM: Tommy Gallion
RE: Claim of Charsanders Sanderson



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Chairman Dean, County Administrator Donnie Mims

From: Judge Reed's Office, Montgomery County Probate

Date: 1/29/14

Re: Signing off on the use of Revenue's unused mapping area for use as the mail room for the Probate Office.

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Approved _____

Date _____

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

6-7

Purchasing Department

[illegible]

8-2

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 34

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	5/18/2015
DATE:	5/18/2015	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
Bridge Builders	001-56530.498	0	20,000	20,000
Misc. In-House Appropriations	001-59310.498	25,500	(20,000)	5,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		25,500	0	25,500

JUSTIFICATION:

To budget an appropriation to Bridge Builders.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: Paul H. Brown

SUPERVISOR: Paul H. Brown

1 POSITION TITLE: Community Corrections Technician

POSITION NUMBER: 300357001

PROPOSED EFFECTIVE DATE: 7/3/15

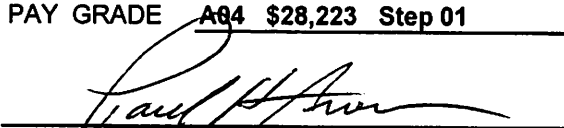
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A04 \$28,223 Step 01


Department Head

Date

5/7/15

2 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates

Open-competitive _____ Candidates

Transfer _____ Candidates

Personnel Director

Date

4 SELECTEE: _____

Appointing Authority

Date

5

() Manpower data entered by _____

Date

() Payroll entered by _____

Date



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 11, 2015

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Reclassification Pay Increase to County Communications

On November 18, 2014, the Personnel Board approved the reclassification of the following positions for the City pay plan:

CLASSIFICATION TITLE	OLD PAY GRADE	NEW PAY GRADE
Public Safety Communications Operator	Pay Grade A03	Pay Grade A04
Public Safety Communications Dispatcher	Pay Grade A04	Pay Grade A05

Please see the attached letter from City-County Personnel whereby these changes have been implemented already for the City and they are requesting that our dispatchers receive the same pay. Furthermore, attached is a breakdown of the old and new pay rate for each of our current dispatchers.

Please place this matter on the May 18, 2015, agenda of the County Commission Meeting. If you need anything further from our office, please do not hesitate to contact me.

DC/crv

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 **11-2**

MEMORANDUM

To: Sheriff Derrick Cunningham

From: Robbie Estes, Personnel Analyst

Date: April 1, 2015

Re: County Communications Positions

On May 10, 2010, the Personnel Department began a review of the class and pay structure of the Communications department per the request of Chief of Staff/Deputy Mayor Jeff Downes. After completing a review of the current job classes and pay grades in 2014, the Personnel Department made the following recommendations to the ECO I (Pay Grade A03) and ECO II (Pay Grade A04) classifications:

New Classification Titles

Public Safety Communications Operator	(CI8181 / CO0482) Pay Grade A04
Public Safety Communications Dispatcher	(CI8182 / CO0483) Pay Grade A05

The Personnel Board approved these recommendations on November 18, 2014 for the City pay plan. Since the county communications division utilizes the same positions and associated employment registers, it is the Personnel Departments recommendation for the county to adopt these job titles and pay grades. If approved, current county communications employees can be moved to the appropriate job classes via Form 10s. Also, the current ECO I and ECO II position should be abolished.

If you are in agreement with these recommendations, please place these personnel actions on the next County Commission meeting for approval. We will then take the request to the Personnel Board to make appropriate changes to the County pay plan.

Name	Job Title	Current Pay Grade	Annual Pay	New Pay Grade	Annual Pay	Difference	
Victoria Brown	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00	
Christopher Koontz	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00	
Cynthia Miles	ECO II	104-104 (Old)	\$41,522.00	A05-10	\$41,780.00	\$258.00	
Jason Mims	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00	
Wendy Deese	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00	
Crystal Jackson	ECO II	A04-01	\$28,223.00	A05-01	\$31,708.00	\$3,485.00	
Ketura Burton	ECO II	A04-05	\$32,206.00	A05-02	\$32,827.00	\$621.00	
Brittany Murphy	ECO II	A04-02	\$29,219.00	A05-01	\$31,708.00	\$2,489.00	
Lakenya Webster	ECO II	A04-02	\$29,219.00	A05-01	\$31,708.00	\$2,489.00	
Qumeasha Williams	ECO II	A04-04	\$31,211.00	A05-01	\$31,708.00	\$497.00	
Jacqueline Freeman	ECO I	A03-01	\$25,146.00	A04-01	\$28,223.00	\$3,077.00	
					TOTAL	\$14,860.00	

11-4

**MONTGOMERY CITY-COUNTY
PERSONNEL BOARD AGENDA
NOVEMBER 18, 2014
5:00 P.M.**

Call meeting to order and establish that a quorum is present.

For Board Action:

1. Minutes for October 28, 2014 Board meeting.
2. Request from Mayor Todd Strange, City of Montgomery, to appoint Kimberly Moon to the position of Web Page Designer, class code 7584, pay grade A09, starting at step 3 (\$51,132).
3. Request from Mayor Todd Strange, City of Montgomery, to establish the following new classifications: Public Safety Communications Operator (CI8181) at pay grade A04 (\$27,137 – \$38,630); Public Safety Communications Dispatcher (CI8182) at pay grade A05 (\$30,489 – \$43,402); Public Safety Communications Supervisor (CI8183) at pay grade A07 (\$38,362 – \$54,608); Public Safety Communications Training Manager (CI8185) at pay grade A09 (\$47,761 – \$67,990); Public Safety Communications Operations Manager (CI8187) at pay grade A11 (\$58,610 – \$83,432); and Director of Emergency Communications (CI8188) at pay grade A15 (\$84,623 – \$120,463).
4. Request from Mayor Todd Strange, City of Montgomery, to abolish the following classifications: Police Communications Operator (CI8203); Emergency Communications Operator I (CI8190); Emergency Communications Operator II (CI8191); Emergency Communications Supervisor I (CI8204); Communications Training Manager (CI8004); Emergency Communications Center Operations Manager (C8193); and Communications Center Director (CI8000). (In conjunction with #3 above.)

For Information:
Director's Report



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 11, 2015

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Reclassification Pay Increase to County Communications

On November 18, 2014, the Personnel Board approved the reclassification of the following positions for the City pay plan:

CLASSIFICATION TITLE	OLD PAY GRADE	NEW PAY GRADE
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Please see the attached letter from City-County Personnel whereby these changes have been implemented already for the City and they are requesting that our dispatchers receive the same pay. Furthermore, attached is a breakdown of the old and new pay rate for each of our current dispatchers.

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DC/crv

encls.

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MEMORANDUM

To: Sheriff Derrick Cunningham

From: Robbie Estes, Personnel Analyst

Date: April 1, 2015

Re: County Communications Positions

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TOTAL					\$14,860.00		

12-4

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For Information:

Director's Report



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SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 11, 2015

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TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Reclassification Pay Increase to County Communications

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CLASSIFICATION TITLE	OLD PAY GRADE	NEW PAY GRADE
Public Safety Communications Operator	Pay Grade A03	Pay Grade A04
Public Safety Communications Dispatcher	Pay Grade A04	Pay Grade A05

Please see the attached letter from City-County Personnel whereby these changes have been implemented already for the City and they are requesting that our dispatchers receive the same pay. Furthermore, attached is a breakdown of the old and new pay rate for each of our current dispatchers.

Please place this matter on the May 18, 2015, agenda of the County Commission Meeting. If you need anything further from our office, please do not hesitate to contact me.

DC/crv

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 **13-2**

MEMORANDUM

To: Sheriff Derrick Cunningham

From: Robbie Estes, Personnel Analyst

Date: April 1, 2015

Re: County Communications Positions

On May 10, 2010, the Personnel Department began a review of the class and pay structure of the Communications department per the request of Chief of Staff/Deputy Mayor Jeff Downes. After completing a review of the current job classes and pay grades in 2014, the Personnel Department made the following recommendations to the ECO I (Pay Grade A03) and ECO II (Pay Grade A04) classifications:

New Classification Titles

Public Safety Communications Operator	(CI8181 / CO0482) Pay Grade A04
Public Safety Communications Dispatcher	(CI8182 / CO0483) Pay Grade A05

The Personnel Board approved these recommendations on November 18, 2014 for the City pay plan. Since the county communications division utilizes the same positions and associated employment registers, it is the Personnel Departments recommendation for the county to adopt these job titles and pay grades. If approved, current county communications employees can be moved to the appropriate job classes via Form 10s. Also, the current ECO I and ECO II position should be abolished.

If you are in agreement with these recommendations, please place these personnel actions on the next County Commission meeting for approval. We will then take the request to the Personnel Board to make appropriate changes to the County pay plan.

Name	Job Title	Current Pay Grade	Annual Pay	New Pay Grade	Annual Pay	Difference
Victoria Brown	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00
Christopher Koontz	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00
Cynthia Miles	ECO II	104-104 (Old)	\$41,522.00	A05-10	\$41,780.00	\$258.00
Jason Mims	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00
Wendy Deese	ECO II	A04-13	\$40,175.00	A05-09	\$40,661.00	\$486.00
Crystal Jackson	ECO II	A04-01	\$28,223.00	A05-01	\$31,708.00	\$3,485.00
Ketura Burton	ECO II	A04-05	\$32,206.00	A05-02	\$32,827.00	\$621.00
Brittany Murphy	ECO II	A04-02	\$29,219.00	A05-01	\$31,708.00	\$2,489.00
Lakenya Webster	ECO II	A04-02	\$29,219.00	A05-01	\$31,708.00	\$2,489.00
Qumeasha Williams	ECO II	A04-04	\$31,211.00	A05-01	\$31,708.00	\$497.00
Jacqueline Freeman	ECO I	A03-01	\$25,146.00	A04-01	\$28,223.00	\$3,077.00
TOTAL						\$14,860.00

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**MONTGOMERY CITY-COUNTY
PERSONNEL BOARD AGENDA
NOVEMBER 18, 2014
5:00 P.M.**

Call meeting to order and establish that a quorum is present.

For Board Action:

1. Minutes for October 28, 2014 Board meeting.
2. Request from Mayor Todd Strange, City of Montgomery, to appoint Kimberly Moon to the position of Web Page Designer, class code 7584, pay grade A09, starting at step 3 (\$51,132).
3. Request from Mayor Todd Strange, City of Montgomery, to establish the following new classifications: Public Safety Communications Operator (CI8181) at pay grade A04 (\$27,137 – \$38,630); Public Safety Communications Dispatcher (CI8182) at pay grade A05 (\$30,489 – \$43,402); Public Safety Communications Supervisor (CI8183) at pay grade A07 (\$38,362 – \$54,608); Public Safety Communications Training Manager (CI8185) at pay grade A09 (\$47,761 – \$67,990); Public Safety Communications Operations Manager (CI8187) at pay grade A11 (\$58,610 – \$83,432); and Director of Emergency Communications (CI8188) at pay grade A15 (\$84,623 – \$120,463).
4. Request from Mayor Todd Strange, City of Montgomery, to abolish the following classifications: Police Communications Operator (CI8203); Emergency Communications Operator I (CI8190); Emergency Communications Operator II (CI8191); Emergency Communications Supervisor I (CI8204); Communications Training Manager (CI8004); Emergency Communications Center Operations Manager (C8193); and Communications Center Director (CI8000). (In conjunction with #3 above.)

For Information:
Director's Report

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

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

1. Position Title Deputy Sheriff Corporal
Position Number 143
Proposed Effective Date May 11, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS2 - \$38,328 - \$49,337
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
Derrick Cunningham Date April 29, 2015
Department Head Kevin Murphy

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: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff

Position Number 102

Proposed Effective Date May 11, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$36,118 Grade PS4

Deputy Sheriff \$37,271-\$46,493 PS5

Derrick Cunningham
Department Head

Date 4/22/15

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

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date May 11, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST - Deputy Sheriff Trainee \$36,118

PS1 - Deputy Sheriff - \$37,271 - \$46,493

Derrick Cunningham
Department Head

Date April 29, 2015

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date May 11, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST - Deputy Sheriff Trainee \$36,118
PS1 - Deputy Sheriff - \$37,271 - \$46,493

Derrick Cunningham

Date April 29, 2015

Department Head *me*

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: May 1, 2015
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

AGENDA

JUN - 1 2015

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 10, 2015 Return Date: September 10, 2015
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: 2015 Accounting & Auditing for the Real World
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00
Department Name: Finance Department Fund Name: _____

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$619.40</u>
Budget Available:	<u>\$2,380.60</u>
Current Requests:	<u>\$275.00</u>
Budget Balance:	<u>\$2,105.60</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

AGENDA

JUN - 1 2015

Date: May 1, 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: Hoover, AL

Departure Date: September 11, 2015

Return Date: September 11, 2015

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: ALTIST 2015 Annual CRE Update

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

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$265.45

Advance Registration Required: \$150.00

Department Name: Finance Department

Fund Name: General Fund

Additional Comments: Mileage \$95.45 Registration \$150.00 Meals \$20.00

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$265.45 and advance registration of \$150.00 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: \$619.40

Budget Available: \$2,380.60

Current Requests: \$540.45

Budget Balance: \$1,840.15

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

AGENDA

JUN - 1 2015

Date: May 1, 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: Montgomery, AL
Departure Date: September 30, 2015 Return Date: September 30, 2015
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Applying the Uniform Guidance for Federal Awards in Your Single Audits
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00
Department Name: Finance Department Fund Name: _____

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$619.40</u>	
Budget Available:	<u>\$2,380.60</u>	
Current Requests:	<u>\$815.45</u>	
Budget Balance:	<u>\$1,565.15</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

AGENDA

JUN - 1 2015

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

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: June 23, 2015 Return Date: June 23, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend 2015 Governmental Accounting GAAT Course Sponsored By AUM
Outreach Training Solutions in Montgomery, AL on 6/23/2015. Attendee Earns 8
CPE Hrs. Toward Annual CRE Certification Requirement For 2015.

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

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

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

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

Additional Comments: Registration Fee Of \$125.00 To Be Direct Billed To Montgomery County
By AUM Outreach Training Solutions. Course Location: Bailey Bldg., Ste. 100,
400 S. Union St. Montgomery, AL. Meals \$0. Mileage \$0. Lodging \$0.

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

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$5,210.58</u>	
Budget Available:	<u>\$3,389.42</u>	
Current Requests:	<u>\$125.00</u>	
Budget Balance:	<u>\$3,264.42</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

15-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

File
AGENDA

JUN - 1 2015

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

Request approval to be granted for the following:

Destination: Prattville, Alabama (Mariott Legends at Capitol Hill in Prattville, AL)
Departure Date: July 22, 2015 Return Date: July 23, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA "Safety For The County Revenue Officer" Class Sponsored By
ACCA. Attendees Each Earn 12 CPE Hrs. That Will Apply To Their Current
Year CRE and/or CRO Certification Requirements.

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

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

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

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

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

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

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$405.20 and advance registration of \$350.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$5,210.58</u>	
Budget Available:	<u>\$3,389.42</u>	
Current Requests:	<u>\$530.20</u>	
Budget Balance:	<u>\$2,859.22</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

Revised October 12, 2005

15-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

AGENDA

JUN - 1 2015

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

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: August 18, 2015 Return Date: August 21, 2015

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend 2015 ACCA Annual Convention & participate in CROAA training sessions.
Attendee will earn 20 CPE hours to apply toward her ALTIST Certified Revenue
Examiner (CRE) certification.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,237.70 Advance Registration Required: \$200.00

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

Additional Comments: Estimated costs \$227.70 mileage, \$560.00 lodging, \$250.00 meals, and registration
fee of \$200.00. Registration fee will be paid to the ACCA in advance by attendee
at point of online registration ahead of 7/24/15 early registration deadline.

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

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,237.70 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,600.00</u>
Approved Requests:	<u>\$5,210.58</u>
Budget Available:	<u>\$3,389.42</u>
Current Requests:	<u>\$1,767.90</u>
Budget Balance:	<u>\$1,621.52</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

15-6

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

AGENDA

JUN - 1 2015

Date: May 26, 2015
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Vermont
Departure Date: August 9, 2015 Return Date: August 11, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: States Board of Directors Meeting

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

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: All expenses are paid by States

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

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,023.92</u>	
Budget Available:	<u>\$11,976.08</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$11,976.08</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/26/2015
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

AGENDA

JUN - 1 2015

Date: May 19, 2015
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hilton Garden Inn East , Montgomery, AL
Departure Date: June 11, 2015 Return Date: June 12, 2015
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Microsoft Excel Beyond the Basics Seminar

Traveler (s) Name: 1. Becky Green 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$128.00 Advance Registration Required: \$128.00
Department Name: Engineering Department Fund Name: 111-53600.265
Additional Comments: _____

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

The above request is app. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$128.00 and advance registration of \$128.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,500.00</u>	
Approved Requests:	<u>\$5,875.63</u>	
Budget Available:	<u>\$624.37</u>	
Current Requests:	<u>\$128.00</u>	
Budget Balance:	<u>\$496.37</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/19/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

AGENDA

JUN - 1 2015

Date: May 20, 2015

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 120 South Los Angeles St. Los Angeles, CA 90012

Departure Date: July 10, 2015 Return Date: July 15, 2015

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To attend the APPA 40th Annual Training Institute and World Conference

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,150.00 Advance Registration Required: \$340.00

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. 06/01/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,150.00 and advance registration of \$340.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,300.00</u>	
Approved Requests:	<u>\$9,880.65</u>	
Budget Available:	<u>\$2,419.35</u>	
Current Requests:	<u>\$2,150.00</u>	
Budget Balance:	<u>\$269.35</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/26/2015

cc: Finance Director / Buyer

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JUN - 1 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	5/19/15
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	5/19/2015	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Const & Main Supplies	111-53300-213	108,110	(600)	107,510
Cleaning & Janitorial Supplies	111-53300-216	450	600	1,050
Road Const & Main Supplies	111-53400-213	109,900	(600)	109,300
Cleaning & Janitorial Supplies	111-53400-216	500	600	1,100
TOTAL		218,960	0	218,960

JUSTIFICATION:

Internal Transfer to Cover Insufficiency in Cleaning and Janitorial Supplies in District 3 and District 4.

JUN - 1 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 11

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	5/26/15
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	5/21/2015	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Const & Main Supplies	111-53700-213	14,610	(2,000)	12,610
Repair & Main Const. Equip	111-53700-232	15,000	2,000	17,000
TOTAL		29,610	0	29,610

JUSTIFICATION:

Internal Transfer to Cover Insufficiency in Repair & Main Construction Equipment in the County Shop

JUN - 1 2015
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Support Services	REVIEWED: S. Thomas	5/14/2015
	Myrtle Singleton	Finance Director	Date
REQUESTED BY:	Purchasing Manager	APPROVED:	
	Elected Official/Dept. Head	Date	Administrator
			Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maintenance Bldgs/Impr	001-51901.231	180,312	(8,000)	172,312
Office Supplies/ Minor Equipment	001-51901.211	7,800	4,000	11,800
Repair & Maintenance Motor Vehicles	001-51901.234	3,000	4,000	7,000
TOTAL		191,112	0	191,112

JUSTIFICATION:

Cover cost of motor vehicle repairs and office supplies/minor equipment

I, the undersigned County Administrator of Montgomery County, Alabama, hereby certify that the attached pages numbered consecutively from 1 to 3, inclusive, constitute a true, correct, and complete copy of a resolution and order adopted by the Montgomery County Commission at a regular meeting of said County Commission held on June 1st, 2015, as the same appears in the records of said County Commission, and that said resolution and order has not been rescinded, repealed, or amended in any respect and is still in full force and effect.

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this 1st day of June, 2015.

[S E A L]

County Administrator of
Montgomery County, Alabama

BE IT RESOLVED AND ORDERED by the Montgomery County Commission as follows:

Section 1. Findings. The Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), has found and ascertained and does hereby declare as follows:

(a) Montgomery County, Alabama (the "County") has previously issued its General Obligation Warrants, Series 2007, in the original principal amount of \$43,935,000 (the "Prior Warrants");

(b) the Commission has determined that the County can realize a savings in interest cost by refunding, in whole or in part, the Prior Warrants;

(c) it is desirable and in the best interest of the citizens and taxpayers of the County for the County to issue and sell its General Obligation Refunding Warrants, Series 2015 in the aggregate principal amount not to exceed \$34,000,000 (hereinafter referred to as the "Series 2015 Warrants"), in one or more series, for one or more of the following purposes: (i) refunding the Prior Warrants; and (ii) to pay the expenses and costs of issuing the Series 2015 Warrants (the forgoing items (i) through (ii) are referred to collectively as the "Expenditures"); and

(d) in order to prepare for the issuance and sale of the Series 2015 Warrants, it is necessary and desirable for the Commission to engage underwriters and bond counsel to assist with the preparation of documents and related matters necessary for the sale and issuance of the Series 2015 Warrants and to authorize the Chairman of the County Commission to sign and execute the Warrant Purchase Agreement and other necessary documents approving the sale of the Series 2015 Warrants.

Section 2. Engagement of Underwriters and Bond Counsel. The Frazer Lanier Company Incorporated, Liberty Bank and Trust Company, and Gilpin Givhan, PC are hereby engaged as co-underwriters and bond counsel, respectively, of the Series 2015 Warrants and are hereby authorized and directed to proceed with the preparation of documents for the sale and issuance of the Series 2015 Warrants within the following parameters (the "Parameters"):

(a) The Series 2015 Warrants shall be issued as fixed rate warrants of the County to be secured by such pledges of revenue that are deemed appropriate or necessary, may be issued in one or more series, on a taxable or tax-exempt basis in compliance with applicable provisions of the *Code of Alabama* (1975), as amended, and to the extent applicable the *Internal Revenue Code* of 1986, as amended.

Section 3. Authorized Signatory to Sign and Execute Necessary Documents. The Commission hereby authorizes the Chairman of the Commission to sign and execute the Warrant Purchase Agreement with respect to the Series 2015 Warrants and other necessary documents approving the sale of the Series 2015 Warrants.

Section 4. Effective Date. This resolution shall be effective immediately.

Commissioner _____ thereupon moved that said resolution be adopted, which motion was seconded by _____, and, upon the said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

The Chairman thereupon declared that said resolution had been duly adopted.

* * * *

There being no further business to come before the meeting, the same was adjourned.

Chairman of the
Montgomery County Commission

County Administrator of the
Montgomery County Commission

**ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: MONTGOMERY COUNTY, ALABAMA ("Customer").

RECITALS:

- A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Montgomery County, Alabama** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- ___X___ Exhibit A (Pricing Summary)
- ___X___ Exhibit B (ES&S Equipment, ES&S Software, Third Party Items Description, Pricing and Fees)
- ___X___ Exhibit C (ES&S Support Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Alabama** without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Blvd.
Omaha, NE 68137
Fax No.: (402) 970-1291

MONTGOMERY COUNTY, ALABAMA
125 Washington Avenue
Montgomery County, AL 36104
Fax No.: (334) 832-2588

Signature

Name (Printed or Typed)

Title

Date

Signature

Elton N. Dean, Sr.

Name (Printed or Typed)

Chairman, Montgomery County Commission

Title

May 27, 2015

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.
- c. "ES&S Software" means ES&S' proprietary Balotar software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 Term of Licenses. The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 Updates. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 Fees

a. **Equipment Sale and License Fees.** The fees for the purchase of ES&S' Equipment and License of ES&S Software during Term of the Agreement are set forth on Exhibit A

b. **Election Set-Up Fee.** The per election fee for ballot and equipment setup is as set forth on Exhibit A.

c. **Ballot Sheet Processing Fee.** In addition to the payment of the fees set forth in sections 2.5(a.) and (b.) above and in partial consideration for the use of the ES&S Equipment and ES&S Software in order to process and print ballots in the Jurisdiction, Customer shall pay ES&S the Ballot Sheet Processing Fees set forth on Exhibit A.

d. **Pricing Changes.** ES&S reserves the right to adjust the Ballot Sheet Processing Fees annually during the term of the Agreement in the event ES&S experiences unforeseen increases in the cost of ballot paper and/or ballot printer consumables. ES&S shall notify Customer, in writing, of such price increase by providing Customer with ninety (90) days advanced written notice.

ARTICLE 3 MISCELLANEOUS

3.1 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the ES&S Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer, delays in certification and other events outside of ES&S's control. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

3.2 **Installation of ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software provided by ES&S hereunder shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the ES&S Equipment, ES&S Software and consumable items. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software at a site not meeting ES&S' specifications.

3.3 **Maintenance; Support**

a. **ES&S Equipment and ES&S Software.** ES&S agrees that during the Term of the Agreement, ES&S shall maintain the ES&S Equipment and ES&S Software in good working condition in order allow the Customer to use the ES&S Equipment and ES&S Software in accordance with its Documentation, wear and tear excepted ("Normal Working Condition"). If a defect or malfunction occurs in any ES&S Equipment and/or ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. ES&S shall repair or replace any item of ES&S Equipment and ES&S Software at ES&S' or the Customer's designated location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Equipment and ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services.

b. **Technical Support.** In addition to providing those services set forth in Section 3.3 (a), ES&S shall provide the Customer with technical help desk support.

3.4 **Consumables.** As part of ES&S' provision of maintenance services as set forth in Section 3.3, ES&S shall, during the Term of the Agreement, provide the Customer with those consumable items as set forth on Exhibit B for each election which may take place in the Customer's Jurisdiction; provided Customer notifies ES&S, in writing, no later than sixty (60) days prior to the first day in which printer services will be required for each election. The Customer shall provide such notice to its ES&S designated Customer Service Support Representative. ES&S shall be responsible for the shipment of all

consumable to the Customer's designated location. Customer shall be responsible for the installation of consumables while operating the ES&S Equipment during the Customer election. Unless Customer has a scheduled election within ninety (90) days from the date of the Customer's current election in which the ES&S Equipment and ES&S Software are to be used or unless otherwise agreed to by the parties, Customer will return all unused and unopened consumable items, including ballot paper, to ES&S within thirty (30) days following the Customer's use of the ES&S Equipment and ES&S Software in an election.

3.5 Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.6 Limitation Of Liability. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; (e) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (f) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.7 Taxes; Interest. Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.8 Proprietary Rights. Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.9 **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

- a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;
- b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any Third Party Items; and
- c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 3.9, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

3.10 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.11 **Term; Termination.** This Agreement shall be effective for a **five (5) year period** beginning on the Effective Date (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iii) below which will require no notice); or (iii) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all services performed and all ballot processing fees earned up through the date of termination as well as the present value of the remaining amounts owing hereunder for the ES&S Equipment, discounted at the rate of 6.5% per annum. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred. In addition, Customer shall return all unused and unopened consumable items, including ballot paper, to ES&S within thirty (30) days following the termination of the Agreement. Customer shall provide ES&S with a written certification from an authorized representative of

Customer stating that Customer has returned all items, in its possession, associated with this Agreement. Such written certification shall be included with the return of the aforementioned items. .

3.12 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.12 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.13 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

3.14 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.15 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises during normal business hours where the ES&S Equipment and third party items are located and remove them.

3.16 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral,

regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.5-3.16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:		
Description	Refer to	Amount
ES&S Equipment and Software	Exhibit B	\$16,670.00
Support Services	Exhibit C	Included
Shipping and Handling		Included
Total Net Sale:		\$16,670.00
Ballot Processing Fees and Election Set Up Fees are not included in Total Net Sale. Please see Note 2 below for Election Set-Up Fees and payment terms and Exhibit B for Ballot Processing Fees and payment terms.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$16,670.00 due Thirty (30) Calendar Days after the later of (a) Delivery of the Balotar Printing System, or (b) Receipt of Corresponding ES&S Invoice.		
<u>Election Set-Up Fee:</u> This is a per election event.		
If Remote Access to the Balotar computer is permitted by customer: \$250 per election set-up + \$1 per unique PDF (up to 4 computers). \$40 per computer over 4 computers		
If Remote Access is not permitted, there will be an On-Site fee charged: \$1,575.00 per person per day Election Set-Up Fees are due within 30 days of receipt of vendor invoice. Invoicing to following the applicable election.		
Note 3: Services in excess of those set forth in <u>Exhibit C</u> shall be charged at the rate of \$1,575 per day, including expenses.		
Note 4: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:		
<u>Equipment/Software</u> Balotar Printing System	<u>Estimated Delivery Date</u> To Be Agreed To By The Parties	
<u>Warranty – Initial Term:</u>		
ES&S Equipment and ES&S Software – Warranty Period: Anticipated Warranty Period: 6/1/2015 through 5/31/2020		Equal to Initial Term in section 3.11
<u>Ongoing Services:</u>		
Description	Annual Fee	
Routine Hardware Maintenance Services during Warranty Period; Payment is due 30 days after invoice.	N/A	
Post Warranty Software License, Maintenance & Support Services		
- Single Request and Multiple Request Software		The Then Current Fee In Effect
Services commence at the end of the Initial Term. Fees reflect a one-year term. Payment is due at the start of the maintenance period.		

**EXHIBIT B
EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS DESCRIPTION,
PRICING AND FEES**

QUANTITY	DESCRIPTION	TOTAL PRICE
Balotar Printing System Includes the Following:		
1	Compact Printer with Firmware	Included
1	Laptop Computer	Included
1	Single Request Software (SRS) – 5-Year License	Included
1	Multiple Request Software (MRS) – 5-Year License	Included
	TOTAL PURCHASE PRICE:	\$16,670.00

BALLOT SHEET PROCESSING FEES

DESCRIPTION	PER BALLOT FEE
Ballot processing for each Ballot Sheet Printed for the Initial Term includes the following consumables and services: - Black Toner - Black Image Drum - Color Toners - Color Drums - Transfer Belts - Fusers - Black & White Ballots Over Term of Deal - Consumables and Blank Ballot Stock Shipping and Handling - Hardware Break/Fix Maintenance	\$0.45 Black & White only \$0.55 Color

For purposes of calculating the Ballot Sheet Processing Fees, a ballot sheet is defined as a sheet of paper up to a total length of 19", regardless of whether printed on 1 or 2 sides. Ballot usage will be determined by the Balotar print audit software, which will account for every ballot request, by ballot type, processed through the software for printing. Verification of usage shall be made available to the Customer upon request.

Ballot Sheet Processing Fees are due within 30 days of receipt of vendor invoice. Invoicing to follow the applicable election.

EXHIBIT C SUPPORT SERVICES

The support services to be provided by ES&S during the Initial Term, a description of such services and total fees are described below. Customer acknowledges that ES&S's fees for support services are based on the descriptions listed in the table below, and that a change in the descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S's provision of Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or four hour portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

Role/Function	Area of Work or Description	Primary Responsibility	Fee
Training	Training will be provided on a pre-scheduled basis. Number and length of training sessions will be mutually agreed upon in advanced. Customer agrees to provide a facility to hold training sessions. Levels of training include: 1st level (operator) training - Provides sufficient skills to operate the system, replace consumables, clear jams. 2nd level (lead) training - Involves more in depth troubleshooting knowledge including aligning feeder, understanding communication issues with VR systems, and production of reports. Technical training to IT or operations staff - Involves a complete understanding of system architecture and operations. Refresher training can be provided in advance of each election on a mutually agreeable timeframe at the then current rate per day (currently \$1,575.00 per day).	ES&S	Included

Role/Function	Area of Work or Description	Primary Responsibility	Fee
Consumables & Materials Management	Supply of all consumables • Printer toner • Printer drums • Printer fuser • Printer transfer belts • Printer waste toners • Premier ballot stock Materials management • Ordering of supplies necessary to support anticipated volume • Shipping of all consumables to Customer designated location Customer is responsible for providing adequate space and environmental conditions for stocking of supplies.	ES&S	Included
Pre- Election support	• Creation of ballot repositories and necessary configuration files for each election • Pre-election set up and testing support for each Balotar system before each election • Creation of test ballots for each election for quality verification Customer is responsible for providing adequate space and proper environmental conditions for the storage, set up and testing of the equipment, and agrees to allow ES&S employees access to the equipment, when requested, during normal working hours.	ES&S	Included
Hardware and Software Maintenance	Software Maintenance • Technical software support hotline • Installation of any new Updates • Testing and validation of all Updates Hardware Maintenance • Technical support and repair of all hardware components • Break/Fix maintenance on the Balotar system • All labor	ES&S	Included
	Total Support Service Fees		Included

Role/Function	Area of Work or Description	Primary Responsibility
Installation – Balotar Printing System	ES&S will inspect and install the Balotar Printing System at Customer's designated location to ensure it is operating properly and within specifications.	ES&S
	Total Installation Fees: Included	



State of Alabama Department of Revenue

www.revenue.alabama.gov
50 North Ripley Street
Montgomery, Alabama 36132

April 6, 2015

MICHAEL E. MASON
Assistant Commissioner
JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2015 “Back-to-School” Sales Tax Holiday August 7-9, 2015

Deadline to notify ADOR: July 7, 2015

The 2015 “Back-to-School” Sales Tax Holiday begins at 12:01 a.m. on Friday, August 7, 2015, and ends at twelve midnight on Sunday, August 9, 2015. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 7, 2015. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website at: www.revenue.alabama.gov/salestax/SalesTaxHol.cfm. Notification of participation in the sales tax holiday may not be included in the published list if received after July 7, 2015.

Your taxpayers need to know whether or not your locality will participate in the 2015 “Back-to-School” Sales Tax Holiday.

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

RESPONSE REQUIRED:

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? It is important that you inform us of that fact by email, fax or letter.

Taxpayers and retailers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

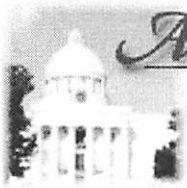
Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Wanda Robbins
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbsins@revenue.alabama.gov

QUESTIONS: 334-353-8044



2015 SALES TAX HOLIDAY

Alabama will hold its tenth annual sales tax holiday, beginning Friday, August 7, 2015 at 12:01 a.m. and ending Sunday, August 9, 2015 at 12 midnight, giving shoppers the opportunity to purchase certain school supplies, computers and clothing free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

CLOTHING - \$100 or Less, per article of clothing		
EXEMPT:		
Includes all human wearing apparel suitable for general use - Not an all-inclusive list		
• Belts • Boots • Caps • Coats • Diapers • Dresses • Gloves • Gym Suits • Hats	• Hosiery • Jackets • Jeans • Neckties • Pajamas • Pants • Raincoats • Robes • Sandals	• Scarves • School Uniforms • Shirts • Shoes • Shorts • Socks • Sneakers • Underwear
TAXABLE:		
Clothing Accessories: • Belt Buckles (sold separately) • Briefcases • Cosmetics • Costume masks (sold separately) • Hair Notions (barrettes, hair bows, etc) • Handbags • Handkerchiefs • Jewelry • Patches & Emblems (sold separately) • Sewing Equipment & Supplies (pins (patterns, scissors, tape measures, etc) • Sewing Materials (thread, fabric, buttons, zippers, etc) • Sun glasses, eye glasses, contacts (prescription or nonprescription) • Umbrellas • Wallets • Watches • Wigs & hair pieces	Protective Equipment: • Breathing Masks • Clean Room Apparel & Equipment • Ear & Hearing Protectors • Face Shields • Hard Hats • Helmets • Paint or Dust Respirators • Protective Gloves • Safety Glasses & Goggles • Safety Belts • Tool Belts • Welders Gloves & Masks	Sport or Recreational Equipment: • Ballet or Tap Shoes • Band Instruments • Cleated or Spiked Athletic Shoes • Gloves (baseball, bowling, boxing, hockey, golf, etc) • Goggles • Hand & Elbow Guards • Life Preserves & Vests • Mouth Guards • Roller & Ice Skates • Shin Guards • Shoulder Pads • Ski Boots • Waders • Wetsuits & Fins

COMPUTERS, COMPUTER SOFTWARE, & SCHOOL COMPUTER SUPPLIES - A single purchase with a sales price of \$750 or Less	
EXEMPT:	
COMPUTERS – For purposes of the exemption, a computer may include a laptop, desktop, or tower computer system which consists of a central processing unit (CPU), and devices such as a display monitor, keyboard, mouse, and speakers sold as a computer package. Computer parts and devices not sold as part of a package with the CPU, will not qualify for the exemption.	
COMPUTER SOFTWARE	
SCHOOL COMPUTER SUPPLIES – An item commonly used by a student in a course of study in which a computer is used – All inclusive list includes:	
• Computer Storage Media; diskettes, compact disks • Handheld electronic schedulers, except devices that are cellular phones • Personal digital assistants, except devices that are cellular phones • Computer Printers • Printer Supplies for Computers (printer paper, printer ink)	
TAXABLE:	
• Furniture • Any systems, devices, software, peripherals designed or intended primarily for recreational use, or • Video games of a non-educational nature	

SCHOOL SUPPLIES, SCHOOL ART SUPPLIES & SCHOOL INSTRUCTIONAL MATERIAL - Sales Price of \$50 or Less, per item (Noncommercial Purchases)		
EXEMPT:		
SCHOOL SUPPLIES - All Inclusive List:		
• Binders • Blackboard Chalk • Book Bags • Calculators • Cellophane Tape • Compasses • Composition Books • Crayons • Erasers • Folders (expandable, pocket, plastic & manila) • Glue, paste, and paste sticks	• Highlighters • Index Cards • Index Card Boxes • Legal Pads • Lunch Boxes • Markers • Notebooks • Paper (loose leaf ruled notebook paper, copy paper, graph paper, tracing paper, manila paper, colored paper, poster board, and construction paper)	• Pencil Boxes & Other School Supply Boxes • Pencil Sharpeners • Pencils • Pens • Protractors • Rulers • Scissors • Writing Tablets
SCHOOL ART SUPPLIES - All Inclusive List:		
• Clay & Glazes • Paints (Acrylic, Tempora & Oil) • Paintbrushes for artwork	• Sketch and Drawing Pads • Watercolors	
SCHOOL INSTRUCTIONAL MATERIAL – All Inclusive List: (Written material commonly used by a student in a course of study as a reference and to learn the subject being taught)		
• Reference Maps and Globes • Required Textbooks on an official school book list with a sales price of more than \$30 and less than \$50		

BOOKS – Sales Price of \$30 or Less, per book (Noncommercial Purchases)
EXEMPT:
BOOKS - The term book is defined as a set of printed sheets bound together and published in a volume with an ISBN number.
TAXABLE:
• Magazines • Newspapers • Periodicals • Any Other Document Printed or Offered for Sale in a Non-Bound Form



Ronald L. Jones
Chief Examiner

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P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

AGENDA

JUN - 1 2015

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

May 20, 2015

Elton N. Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

The routine financial and legal compliance audit of the Montgomery County Commission for the period October 1, 2013 through September 30, 2014, will be performed during the coming weeks by the Department of Examiners of Public Accounts. The audit will be performed under the authority of the Code of Alabama 1975, Section 41-5-14. Our audit will encompass the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the Montgomery County Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Montgomery County Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis (MD&A)
2. Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Montgomery County Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards general accepted in the United States of America and will provide an opinion on it in relation to the financial statements taken as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U. S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph (i.e., Schedule of Expenditures of Federal Awards) when considered in relation to the basic financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (a) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing*

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Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to all Members of the Montgomery County Commission, Superintendent, and Chief School Financial Officer. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will fully discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. You will be required to acknowledge in the management representation letter that you have prepared, reviewed, and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and that you have accepted responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in accordance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying any significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and

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pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a Summary Schedule of Prior Audit Findings and a corrective action if applicable.

You are responsible for preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133; (b) you believe the Schedule of Expenditures of Federal Awards including its form and content, is fairly presented in accordance with OMB Circular A-133; (c) the methods of measurement and presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to (include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP, (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits and other studies related to the objectives discussed in the Audit

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Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

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Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal awards program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under the American Institute of Certified Public Accountants' professional standards, *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Montgomery County Commission's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the type of compliance requirements that could have a direct and material effect on each of the Montgomery County Commission's major programs. The purpose of those procedures will be to express an opinion on the Montgomery County Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete their portion of the Data Collection Form. We will coordinate with you the electronic submission and certification to the federal audit clearinghouse.

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The audit documentation for this engagement is the property of the Examiners of Public Accounts and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the federal cognizant, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the Examiners of Public Accounts personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the federal cognizant, oversight or grantor agency. The federal cognizant, oversight or grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period required by the State Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In order to properly plan the audit and to update our records to reflect the current operations, we will need to review or obtain several items from your entity. These items are listed on Attachments A of this letter.

Other items in addition to those listed will be needed as the audit progresses. Please inform your personnel that we will be requesting information and records during the audit. Confidential information and records will be properly secured when in our custody and all records will be returned to the responsible person intact.

At the completion of the audit, we will meet with you to discuss the results of the audit and the contents of the audit report. Once the audit is finalized, we will email you an electronic copy of the completed report.

I will be the Examiner In Charge of the on-site audit work. Please do not hesitate to contact me if you have any questions concerning the audit.

Very truly yours,


Examiner of Public Accounts



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

Attachment A

Items to be reviewed:

1. Minutes of meetings during the audit period and subsequent to the audit period.
2. Policy and procedure manuals.
3. Chart of Accounts or other description of accounting system.

Items to be furnished to Examiners for audit file:

1. Summary Schedule of Prior Audit Findings, if applicable
2. A letter which lists the name, email address, mailing address, expiration of term, and status (i.e., chairman, vice-chairman, ex officio member, member, director, etc.) of each board member and official who served at any time during the audit period. The Chairman of the Board or Commission should sign this letter.
3. A copy of the organization chart.
4. The name and address of legal counsel.
5. Copies of annual reports and financial statements.
6. A list of all funds and accounts (including petty cash or change funds) maintained during the audit period.
7. A list of contracts and leases negotiated by or involving the entity during or subsequent to the audit period.
8. A list of federal agreements, contracts, and grants, including corresponding agreement numbers, in which the entity participated during the audit period.
9. Details of current or pending litigation, which may have a material monetary effect on the entity's operations.
10. Copies of all debt instruments entered into by the entity during and subsequent to the audit period, including bonds, warrants, and leases.
11. Copies of all bank statements and reconciliations for September 30, 2014.
12. A list of capital assets, including infrastructure assets and depreciation schedules.
13. Copies of the original and final amended budget for the general fund and each major special revenue fund.
14. Amortization schedules for bonds issued at a premium and/or discount and issuance costs.



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

May 20, 2015

Elton N. Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Dear Mr. Dean:

As you know, we are currently performing an audit of the Montgomery County Commission (the "Commission") for the period October 1, 2013 through September 30, 2014. Generally accepted auditing standards (GAAS) require that we make certain inquiries. Two of those areas of inquiry are fraud and related party transactions.

Fraud

We are required by GAAS to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement caused by error or fraud. The primary distinction for our purposes which distinguishes fraud from error is whether the underlying action that results in the misstatement is intentional or unintentional. There are two major types of fraud – misstatements arising from fraudulent financial reporting and misstatements arising from misappropriation of assets. An example of a misstatement arising from fraudulent financial reporting would be the manipulation, falsification or alteration of accounting records or supporting documents from which financial statements are prepared. An example of a misstatement arising from misappropriation of assets would be embezzling receipts, stealing assets, or causing an entity to pay for goods or services that have not been received. Do you have any thoughts about areas of fraud risk relative to the Commission? Do you have knowledge of any suspected or actual fraud relative to the Commission? We are interested in any fraud you have knowledge of regardless of the type or the monetary amount.

Related Party Transactions

Generally accepted auditing standards sets out procedures that should be considered when performing an audit to identify related party relationships and transactions to satisfy required financial statement accounting and disclosure.

A related-party transaction occurs when one party to a transaction has the ability to impose contract terms that would not have occurred if the parties had been unrelated. Related parties consist of all affiliates of an enterprise, including (1) its management and their immediate families, (2) its principal owners and their immediate families, (3) beneficial employee trusts that are managed by the management of the enterprise, and (4) any party that may, or does, deal with the enterprise and has ownership, control, or significant influence over the management or operating policies of another party to the extent that an arm's length transaction may not be achieved.

For the purposes of this audit, related party transactions are considered as transactions between a Commission member and members of their immediate family or with a business owned and/or controlled by a Commission member or a member of their immediate family; transactions between a Commission employee in a management position and members of their immediate family and/or a business owned and/or controlled by the employee or a member of their immediate family; and, items three(3) and four (4) in the preceding paragraph. Item three (3) would include such funds as an employee pension trust fund or deferred compensation plans managed by the Commission. Item four (4) could include transactions with a Commission or authority which is controlled by the Commission.

Your response should include a) your views regarding the risk of fraud and any knowledge of actual or suspected fraud and b) any related party transactions which meet the criteria set out above. If you are unaware of any fraud risk, actual or suspected fraud or related party transactions, please respond stating that fact.

Sincerely,



Brittany H. Little
Examiner of Public Accounts

MONTGOMERY **AGENDA**
AREA CHAMBER OF COMMERCE

JUN - 1 2015

May 26, 2015

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

I am requesting to appear before the Montgomery County Commission on Monday, June 1, 2015, in executive session. Please be advised that I have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,


Justice Smyth
Director
Corporate Development

POST OFFICE BOX 79 41 COMMERCE STREET MONTGOMERY, AL 36101
TEL: 334.834.3200 FAX: 334.265.4745 MACC@MONTGOMERYCHAMBER.COM WWW.MONTGOMERYCHAMBER.COM



BUILDING BUSINESS BUILDING THE MONTGOMERY REGION

21-1

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

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



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

AGENDA

JUN - 1 2015

ttg@hsg-law.com

June 1, 2015

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

Re: Executive Session to Discuss Downtown Environmental Alliance-
Possible Future Litigation

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding possible future litigation regarding agreements between Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM), and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III
ASB-5295-L74T

TTG/tp

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

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

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 15, 2015, at 8:00 in the morning.



Administrator



Chairman