MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

AUGUST 3, 2015

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:08 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 Walker. Chairman Dean, Vice Chairman Harris and Commissioner Walker were present. Commissioners Hall and Williams were absent.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

PRESENTATION BY MS. JACQUELINE CHAPPELL ON BEHALF OF CARVER ELEMENTARY SCHOOL

Ms. Jacqueline Chappell briefed the Commission regarding the Homeless Program at Carver Elementary School and requested funding in the amount of $5,000. After discussion, Chairman Dean and Vice Chairman Harris requested a $1,200 miscellaneous appropriation from each of their accounts to the Board of Education, Carver Elementary School Principal's Discretionary Fund for this program.

The Commission agreed to add these items to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims noted that after adjournment of the Commission meeting, Finance Director Sherrill Thomas would provide an update regarding the 2015-2016 Budget.

Administrator Mims informed the Commission that he would be on vacation Tuesday, August 4 through Friday, August 7, 2015. There was no objection by the Commission.

Administrator Mims stated that Chairman Dean and Commissioners Hall and Williams are registered to attend the ACC Annual Convention on August 18-20, 2015. He noted that rooms have been reserved and should they need to cancel a room to let him know before the deadline date of Wednesday, August 12, 2015.

PRESENTATION BY ATTORNEY CLINTON GRAVES WITH GILPIN GIVHAN, PC, AND BRITTON P. HENIG WITH THE FRAZER LANIER COMPANY

Attorney Clinton Graves with Gilpin Givhan, PC, updated the Commission regarding the County's General Obligation Refunding Warrants, Series 2015.

Britton P. Henig with The Frazer Lanier Company informed the Commission that the County will receive approximately $1,068,000 at closing and that they will have a cash flow savings for FY2015 of over $500,000 and that they saved over a total of $1.5 million. (Copy of Email, Agenda Page 21-1, is attached to these Minutes.)

Attorney Graves reviewed the Resolution authorizing the issuance and sale of $22,505,000 General Obligation Refunding Warrants, Series 2015 dated August 3, 2015 and the execution and delivery of related financing documents. He also reviewed with the Commission a Resolution calling for the Redemption of the County's Series 2007 Warrants, which were on the agenda.

Attorney Graves also reviewed the County Government Bond Financing Review Form. (Copy of County Government Bond Financing Review Form, Agenda Pages 22-1 through 22-6 is attached to these Minutes.)

Vice Chairman Harris commended Attorney Graves and Mr. Henig for their work regarding this refunding.

Commissioner Walker stated to Chairman Dean that in the future the Commission will need to endeavor that all expectations are on the table prior to engaging the underwriters and that there will be no changes.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding Weatherization Assistance Program (WAP) Grant LIWAP 028-15. After discussion, the Commission agreed to waive rules and add this grant to the agenda.

Mr. Clark presented a Proposal to Develop Montgomery County's Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan from Central Alabama Regional Planning and Development Commission. Mr. Clark suggested that the county appoint an ADA Coordinator. Assistant County Engineer James Kelley explained the requirements from the Federal Highway Administration (FHWA) that the County develop a transition plan to become compliant with the American Disabilities Act of 1990 (ADA) in order to continue receiving federal aid funds through the Metropolitan Planning Organization (MPO) for road and bridge improvement projects. After discussion, the Commission agreed to waive rules and add this Proposal to the agenda.

Chairman Dean asked Administrator Mims to determine who would be best to serve as the ADA Coordinator for the County.

PRESENTATION BY EXECUTIVE DIRECTOR CHERYL CARTER WITH LEADERSHIP MONTGOMERY

Executive Director Cheryl Carter with Leadership Montgomery briefed the Commission regarding the organization and requested funding in the amount of $40,000. She stated that the City of Montgomery has agreed to fund $60,000 to the organization. After discussion, the Commission agreed to waive rules and add Budget Change Request Number 39 from County Commission Appropriations in the amount of $40,000 to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 3 from the Detention Facility, Budget Change Request Number 13 from the Engineering Department, Budget Change Request Number 3 from Support Services and Budget Change Request Number 2 from the Youth Facility. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY DIRECTOR JUANITA OWES AND BOARD PRESIDENT JULIA HENIG WITH THE MONTGOMERY CITY-COUNTY LIBRARY

Director Juanita Owes with the Montgomery City-County Library introduced President Julia Henig with the Montgomery City-County Library Board of Trustees and requested a $200,000 increase to the Library budget for books and materials. Chairman Dean asked Administrator Mims, Deputy Administrator Cauthen and Finance Director Sherrill Thomas to research whether the City is going to increase the Library's budget. He noted that the County is level funding all departments in the upcoming budget. (Copy of Schedule of Books and Periodicals Over the Last 9 Years, Agenda Page 23-1, is attached to these Minutes.)

Commissioner Walker requested door count, circulation and wireless use statistics for the libraries. Ms. Owes stated that she would provide this information.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that he would be presenting his annual review at the next Commission meeting.

Mr. Ialacci informed the Commission that the City, County, U.S. Air Force at Gunter and Maxwell bases and educational institutions in the area are working on a plan to improve cyber presence in Montgomery and the River Region.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake recommended approval of a Position Fill Request for Master Auto Mechanic, which was on the agenda.

Also, he briefed the Commission regarding three position fill requests for County Road Equipment Operator III, Position Numbers 610553005, 610553006 and 610553008 for vacancies to be filled by promoting from within. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY PRINCIPAL ANTHONY BROCK AND DIRECTOR OF OPERATIONS FREDERICK BROCK WITH VALIANT CROSS ACADEMY

Principal Anthony Brock and Director of Operations Frederick Brock with Valiant Cross Academy briefed the Commission regarding the all-male school that will begin its first year in 2015. Mr. Brock requested funding for school uniforms for the students. After discussion, the Commission agreed to waive rules and add to the agenda a Budget Change Request in the amount of $10,000 to Montgomery Community Action Agency.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding Change Order Number 1 to the Agreement with Stallings & Sons, Inc., regarding renovations to the Circuit Clerk teller lines at the Montgomery County Courthouse. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 2 to Contract with Chano & Sons, for janitorial services (Contract #51901-14B-012). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Climate Service, Inc., for preventive maintenance services on heating/AC system for various county buildings (Contract #51901-14B-022). After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 38 in the amount of $100,000 from the District Attorney's Office for the Helping Montgomery Families Initiative. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding board member reappointments to the Montgomery County Board of Human Resources, for terms expiring September 5, 2021. After discussion, the Commission agreed to consider the reappointments of Dr. Paulette Thompson and Frank Jenkins on the next agenda.

Administrator Mims presented a Position Fill Request for Customer Service Clerk, Position Number 750016023 from the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Juvenile Detention Supervisor, Position Number 900302058 from the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Walker as Commissioner Williams was absent at today's meeting.

The Pledge of Allegiance was led by Chairman Dean.

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

Vice Chairman Harris made a motion to approve the Minutes of the Regular Meeting of July 20, 2015. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

CONSENT AGENDA

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

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

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $22,505,000 GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2015 DATED AUGUST 3, 2015 AND THE EXECUTION AND DELIVERY OF RELATED FINANCING DOCUMENTS

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

July 30, 2015

VIA E-MAIL AND HAND DELIVERY
Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

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

Dear Donnie:

The enclosed resolutions propose the issue of the County's General Obligation Refunding Warrants, Series 2015 (the "Series 2015 Warrants") in the aggregate principal amount of $22,505,000 for the purpose of refunding a portion of the County's General Obligation Warrants, Series 2007, which were issued in original principal amount of $43,935,000.

The Warrant Resolution attached hereto as Exhibit "A" authorizes the issuance of the Series 2015 Warrants based upon final pricing figures to be presented by The Frazer Lanier Company Incorporated and Liberty Bank and Trust Company. The Warrant Resolution contemplates the entering into several documents relating to the issue of the Series 2015 Warrants including an Official Statement, Continuing Disclosure Agreement, Escrow Trust Agreement, and Registrar Agreement, all of which are attached in draft form to the Warrant Resolution.

The Redemption Resolution attached hereto as Exhibit "B" calls for the redemption of that portion of the Series 2007 Warrants being refunded by the proceeds of the Series 2015 Warrants and provides for notice of redemption of the refunded warrants to be provided by Regions Bank in its capacity as escrow trustee for the Series 2015 Warrants.

These resolutions were presented to the Commission on July 20, 2015 and we respectfully request that these resolutions be considered for approval by the Commission at their regularly scheduled meeting on August 3, 2015.

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

Yours very truly,
Gilpin Givhan, PC
/s/ Clinton D. Graves

Enclosures

End of Letter

Commissioner Walker made a motion to adopt resolution authorizing the issuance and sale of $22,505,000 General Obligation Refunding Warrants, Series 2015 dated August 3, 2015 and the execution and delivery of related financing documents. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Exhibit "A" Resolution and Related Documents, Agenda Pages 1-3 through 1-112, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION CALLING FOR THE REDEMPTION OF THE COUNTY'S SERIES 2007 WARRANTS

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

July 30, 2015

VIA E-MAIL AND HAND DELIVERY
Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

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

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These resolutions were presented to the Commission on July 20, 2015 and we respectfully request that these resolutions be considered for approval by the Commission at their regularly scheduled meeting on August 3, 2015.

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

Yours very truly,

Gilpin Givhan, PC

/s/ Clinton D. Graves

Enclosures

End of Letter

Vice Chairman Harris made a motion to adopt resolution calling for the redemption of the County's Series 2007 Warrants. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Exhibit "B" Resolution, Agenda Pages 2-3 through 2-7, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SOLID WASTE MANAGEMENT PLAN UPDATE PROPOSAL FROM GOODWYN, MILLS & CAWOOD, INC.

Administrator Mims presented the following memorandum:

July 30, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Solid Waste Management Plan Update Proposal

The Montgomery County Commission, at its meeting on July 20, 2015, agreed to place a Solid Waste Management Plan Update Proposal from Goodwyn, Mills & Cawood, Inc., on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Notice to Proceed Letter and Solid Waste Management Plan Proposed Timeline, Agenda Pages 3-2 and 3-3, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED HEALTH CARE PLAN DESIGN AND CONTRIBUTION CHANGES

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

July 28, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: Healthcare Plan Design & Contribution Changes

On 6/15/15 and 7/20/15, I met with the Commission to discuss my recommended changes to the Healthcare Plan effective 1/1/16. As discussed, this year we have experienced some unusually high expenditures including, but not limited to, a 27% increase in prescription drugs and a 49% increase in our high dollar claims. The CareHere Wellness Center continues to be a viable, affordable option for employees and their dependents for primary care office visits and prescription drugs with no co-pay.

I am recommending consideration be given to raising the employee and retiree (under 65) contributions (see Schedule A) be raised to $72/month for individual and $268/month for family coverage under the current PPO plan. The retiree (over 65) contribution will increase to $48/month for individual and $104/month for family coverage. The surviving spouse contribution would increase to $340/month for pre-65 coverage and $220/month for post-65 coverage.

In addition, I am recommending the Commission consider the following plan design changes (see Schedule B) for the current PPO plan:

- Add 4th tier for specialty drugs with $100 co-pay and increase the deductible to $100
- Increase out-of-pocket maximums to $2000 / $4000 (individual / family)
- Additional co-pay of $10 for labs and pathology
- Increase the VSP/BCBS vision benefits (as outlined in Schedule C)

I am also recommending the Commission consider offering a 2nd benefit plan option (as outlined in Schedule D) – the Health Management Plan (HMP). This plan would only be offered to employees and their dependents, as well as the pre-65 retirees and their dependents. The premiums would be $48/month for individual coverage and $208/month for family coverage. The rates for surviving spouses would be the same as the PPO plan. The prescription benefits and vision plan would remain the same as the PPO plan outlined above. This HMP plan would include a calendar year deductible of $1500 for individual and $3000 for family coverage. Once this deductible is met, then the plan would pay 80% of the allowed amount of expenses and the employee's share would be 20%. The County will offer a Health Reimbursement Account to offset the higher deductible amounts by 50% (as outlined in Schedule D). The out of pocket maximums for this HMP plan would be $3000 for individual coverage and $6,000 for family coverage. The HMP plan will be the only option for employees hired after 1/1/16.

In addition, my recommendation is for the Commission to consider raising the County contribution from $608/month to $665/month. The effective date of this change would be 10/1/15.

I am requesting the County Commission's approval of the recommendations outlined above.

End of Memorandum

Vice Chairman Harris made a motion to approve the Healthcare Plan and contribution changes. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Schedule A, B, C, and D, Agenda Pages 4-3 through 4-6, are attached to these Minutes.)

<u>TAX AND AUDIT – APPROVED AGREEMENT WITH DON H. PAYNE REGARDING EXTERNAL COLLECTION SERVICES</u>

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

July 16, 2015

<u>MEMORANDUM</u>

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: External Collection Services Agreement

The Tax and Audit Department currently contracts with Don H. Payne for collection of delinquent taxes from non-property taxpayers. Over the past 18 months, Mr. Payne has produced a rate of return in excess of a 4 to 1 ration. Mr. Payne's contract expires August 13, 2015, and Tax and Audit Manager Terri Henderson would like to enter into another 18 month agreement with him at the same hourly rate of $25.00.

I request that the attached agreement between the Montgomery County Commission and Don H. Payne be placed on a future agenda for approval.

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, Attorney Gallion's Opinion, Memorandum, and 2014 Agreement, Agenda Pages 5-2 through 5-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF PROFESSIONAL DUES FOR COUNTY ADMINISTRATOR DONALD L. MIMS

Administrator Mims presented the following memorandum:

July 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of Professional Dues

For many years, Elected Officials and Supervisors have authorized the payment of professional dues for employees who were attorneys or Certified Public Accountants.

As a CPA, I attend Continuing Professional Education courses regarding changes in governmental accounting standards. Membership in the Alabama Society of CPAs and the American Institute of Certified Public Accountants allows the county to receive discounts on CPE courses up to $80 per course.

These courses have helped me stay current on governmental accounting standards that the Examiners of Public Accounts utilize in their audit of the County Commission.

I am requesting for the County Commission to authorize payment and or reimbursement of 2015-2016 professional dues to the Alabama Society of CPAs ($170.00) and the America Institute of Certified Public Accountants ($245.00).

Should you have any questions, please contact me.

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.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

August 3, 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-2015-79: East Montgomery Baseball and Softball, Inc., for Darlings Dixie Youth World Series (Attn: Danny Martin) - $4,000; (Walker)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriations reprogramming requests be added and his fellow Commissioners concurred:

NC-2015-116: BOE, Carver Elementary School, for Principal's Discretionary Fund, for Homeless Program - $2,400; (Dean-$1,200 and Harris-$1,200)

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

PERSONNEL DEPARTMENT – APPROVED AUTHORIZATION OF THE 2015 COUNTY CLASSIFICATION AND PAY STUDY, OPTIONS A THROUGH F, EFFECTIVE OCTOBER 1, 2015

Administrator Mims presented the following memorandum:

July 30, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: 2015 County Classification and Pay Study

During the Montgomery County Commission meeting on July 20, 2015, Personnel Director Carmen Douglas presented the 2015 County Classification and Pay Study. After discussion, the Commission agreed to place authorization of the proposed recommendations A through G of the 2015 County Classification and Pay Study on the next agenda.

I am requesting approval of these recommendations with an effective date of October 1, 2015.

Attachment

End of Memorandum

Director of Montgomery City-County Personnel Carmen Douglas stated that recommendation G is an option that the Commission can approve. Vice Chairman Harris stated that he did not want to approve recommendation G.

Vice Chairman Harris made a motion to approve authorization of the 2015 County Classification and Pay Study, options A through F, effective October 1, 2015. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter and Executive Summary of 2015 County Classification and Pay Study, Agenda Pages 8-2 through 8-5, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR MASTER AUTO MECHANIC, POSITION NUMBER 650592005

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

July 22, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Position Fill for Master Auto Mechanic

Please recall I discussed with the Commission at the July 20, 2015, Information Session our need to fill a currently vacant Master Auto Mechanic position at our Vehicle and Equipment Maintenance Shop on Terminal Road. Subsequently the Commission agreed to place this position fill request on the August 3, 2015, Commission agenda.

This vacancy was created due to resignation of the previous Master Auto Mechanic in this slot. It is critical that we fill this position as soon as possible so that we can keep our vehicles and road maintenance equipment operational, especially considering we are now in the middle of mowing season and favorable construction weather.

Forwarded herewith is the position fill request form pertaining to this Master Auto Mechanic vacancy. This position is funded in our existing budget. Please let me know if you have any question or if any additional information is needed. Thank you for your assistance with this matter.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve position fill request for a Master Auto Mechanic. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 9-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR PUBLIC SAFETY COMMUNICATIONS OPERATOR, POSITION NUMBER 011

Administrator Mims presented the following memorandum:

July 30, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM:	Donald L. Mims
County Administrator

SUBJECT:	Position Fill Request for Sheriff's Office

The Montgomery County Commission, at its meeting on July 20, 2015, agreed to place a Position Fill Request for Public Safety Communications Operator, Position Number 011 from the Sheriff's Office on the next agenda.

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. (Copy of Position Fill Request, Agenda Page 10-2, is attached to these Minutes.)

<u>YOUTH FACILITY – APPROVED POSITION FILL REQUESTS (2)</u>

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

<u>MEMORANDUM</u>

To:	Mr. Donnie Mims, Montgomery County Administrator

From:	Bruce R. Howell, Juvenile Court Administrator

Date:	July 28, 2015

Re:	Juvenile Detention Officer Fill Requests

We have two Juvenile Detention Officer vacancies which need to be filled. I am requesting that these be place on the formal session agenda of the August 3rd County Commission Meeting.

Thank you for your consideration!

End of Memorandum

Commissioner Walker made a motion to approve two Juvenile Detention Officer Positions. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-2 and 11-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

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

DEPARTMENT		TRAVEL/TRAINING REQUESTS
1.	County Commission	Request Numbers 22 and 23
2.	Finance Department	Request Number 11
3.	Engineering Department	Request Number 9
4.	Sheriff's Office	Request Number 40

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 12-1 through 12-5, 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 (5)

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

DEPARTMENT		BUDGET CHANGE REQUESTS
1.	County Commission Appropriations	Request Number 39
2.	Detention Facility	Request Number 3
3.	Engineering Department	Request Number 13
4.	Support Services	Request Number 3
5.	Youth Facility	Request Number 2

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 13-1 through 13-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED WEATHERIZATION ASSISTANCE PROGRAM (WAP) GRANT LIWAP 028-15

Administrator Mims presented the following letter from Executive Director Greg Clark of CARPDC:

July 24, 2015

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
Montgomery County Courthouse, Annex 1
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Weatherization Assistance Program (WAP) Grant LIWAP-028-15

Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant LIWAP 028-15 for Montgomery County in the amount $49, 635.00 has been awarded for the weatherization of 6 homes. CARPDC recommends that the contract be approved by the Montgomery County Commission. In addition, authorizing the Chairman, Commissioner Dean, to sign all agreements, understandings and contracts associated with the Weatherization Assistance Program (WAP) Grant LIWAP-028-15.

CARPDC Weatherization appreciates our partnership with the Montgomery County Commission and the opportunity to serve the residents of Montgomery County through administration of the WAP on behalf of the County. If you have any questions, please call or email me.

Sincerely,

/s/ Greg Clark,
Executive Director

End of Memorandum

Vice Chairman Harris made a motion to approve the Subgrant Agreement. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages 14-2 through 14-22, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL TO DEVELOP MONTGOMERY COUNTY'S AMERICANS WITH DISABILITIES ACT SELF EVALUATION AND TRANSITION PLAN FROM CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Administrator Mims requested approval of proposal to develop Montgomery County's Americans with Disabilities Act Self Evaluation and Transition Plan from Central Alabama Regional Planning and Development Commission.

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 Letter and Proposal, Agenda Pages 15-1 through 15-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 40, FOR $10,000 TO CENTRAL ALABAMA COMMUNITY FOUNDATION

Chairman Dean requested approval of Budget Change Request Number 40, for $10,000 to Central Alabama Community Foundation, County Commission Appropriations.

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 16-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Anthony and Fred Brock addressed the Commission regarding Valiant Cross Academy which is an all-male school for underprivileged boys, who reside mainly from Gibbs Village, Washington Park and those who regularly attend Common Ground. Anthony informed the Commission that the Academy will begin its first year with 6th grade boys and that one grade each year will be added until they reach the 12th grade. He stated that the Academy will be a private school with a Christian curriculum and will be located in West Montgomery. He said that the school will offer an intentional culture of structure and discipline. He explained that they will have an effective consequence and award system, and an intense focus on academic success. He informed the Commission that the academic program will include small class sizes, longer school days, aggressive tutoring, a daily after-school program, and a weekly chapel service. He noted that they felt compelled to start this school for males to address some of the clear challenges that plague Montgomery and the nation. Anthony said that their vision is to increase the literacy rate, attendance rate, and ultimately the graduation rate. He added that the long-term goal is to teach each one of the boys the skills necessary to become lifelong learners and productive citizens. Chairman Dean told Anthony and Fred Brock that they have the Commissioner's support and to keep the Commission posted.

Crews Reaves of the Midtown Montgomery Neighborhood Alliance reminded everyone about National Night Out being held August 4th from 5:30-8:00 p.m. and encouraged them to get out and meet their neighbors. He stated that a lot of neighborhoods will be having organized meetings with free food and entertainment. Commissioner Walker stated that she will be visiting Morningview, Deerfield and County Downs neighborhoods and asked Mr. Reaves where he will be and he responded Forrest Hills and Eastern Hills.

Chairman Dean stated that Commissioner Williams had some tests done and asked for everyone to keep him in their prayers. He stated that Budget Hearings have started and applauded everyone for what a fine job they have done over the past two years, adding that the County is level funded and is still under a hiring freeze. He then thanked the Engineering Department for keeping the County clean. County Engineer George Speake stated that he can't take all the credit and recognized the engineering employees.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer recommended that the Commission accept Affiliated FM's proposal of the same rate for property insurance for FY16. The Commission agreed with Mr. Kramer's recommendation.

Mr. Kramer recommended that Blue Cross Blue Shield be selected as the Administrator for Flexible Spending Account and the Health Reimbursement Account. After discussion, the Commission agreed to place this item on a future agenda.

Mr. Kramer presented the Commission with savings that have been achieved since he became Director of Risk Management for both the City and County. (Copy of Memorandum, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

Chairman Dean suggested to his fellow Commissioners that Mr. Kramer be the Americans with Disabilities Act (ADA) Coordinator concerning compliance with the ADA Act and there was no objection by the Commission.

Mr. Kramer briefed the Commission regarding an Excess Health Proposal for FY16 with various deductible amounts. He recommended the $200,000 deductible since the County does not have reserves for health insurance. (Copy of Excess Health Proposal for FY16, Agenda Page 18-1, is attached to these Minutes.)

Mr. Kramer presented an Annual Claim Cost by Category for Employee Health Care. Vice Chairman Harris asked Mr. Kramer to research the coverage for speech therapy for stroke patients. (Copy of Annual Claim Cost by Category for Employee Health Care, Agenda Page 19-1, is attached to these Minutes.)

PRESENTATION BY ARCHITECT GRIFFIN HARRIS WITH PH&J ARCHITECTS, INC.

Architect Griffin Harris with PH&J Architects, Inc., informed the Commission that the heating/AC system for the Courthouse on floors one through four needs to be replaced at a cost of approximately $2,144,000.

He stated that the heating and cooling in the basement of the Courthouse is provided by three units that are original to the building. Replacement of the units will cost approximately $2,943,000 because ceilings, ducts and lighting must be replaced. He recommended that replacement of the basement units be delayed until such time that there is a plan for use of the space. The project is scheduled to begin in early October and will be completed in May 2016.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Position Fill Requests for Public Safety Communications Dispatcher, Position Number 10 and Records and Identification Clerk, Position Number 187 from the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed upcoming events with the Commission and invited the Commissioners to the end of summer student workers party to be held at 2:00 p.m. the following day at the First Baptist Church fellowship hall. Ms. Henry presented a letter from Alabama State University Archivist/Historian Howard Robinson inviting the Commission to the ASU Voting Rights Conference on August 5-6, 2015.

Ms. Henry presented a memorandum regarding public comment during Commission meetings. (Copy of Memorandum, Agenda Page 20-1, is attached to these Minutes.)

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an email from President Matt Holdbrooks with Kid One Transport Systems, Inc., requesting to meet with the Commission regarding the program. The Commission denied his request.

Administrator Mims presented an email from Director of Development Summer E. Williams with Common Ground Montgomery requesting for Executive Director Bryan Kelly to meet with the Commission regarding the program. The Commission denied her request.

Administrator Mims presented a letter from Chair Heather Johnson with Envision 2020 Board of Directors requesting to increase their funding from $52,500 to $116,936 for FY16. The Commission denied her request.

Administrator Mims presented a letter from CEO Bernard Lee with All Collaborating to Serve Community Development Corporation requesting funding in the amount of $50,000 for the program. No action was taken by the Commission.

Administrator Mims presented a letter from Executive Director Lucile Waller with the Cancer Wellness Foundation of Central Alabama requesting funding in the amount of $5,000 for FY16. Commissioner Walker requested a $2,500 miscellaneous appropriation from her account for this program be placed on the next agenda.

Administrator Mims presented a letter from Debra Warren with Montgomery Working Women Network requesting funding in the amount of $1,295 for instruction and curriculum material for the Extended Day Program. The Commission denied her request.

Administrator Mims presented a schedule of upcoming Bids/Contract renewals for August through October 2015.

ADJOURNMENT

Vice Chairman Harris made a motion to adjourn the meeting of the Montgomery County Commission on August 3, 2015, at 10:43 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

AGENDA

AUG - 3 2015

08-03-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-17-15

Check Number	To	Check Number
254258		254319
Total Checks Paid		$709,396.28

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

AGENDA

AUG - 3 2015

08-03-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-17-15

Check Number	To	Check Number
254320		254383
Total Checks Paid		$184,065.02

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

AGENDA

AUG - 3 2015

08-03-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-24-15

Check Number	To	Check Number
254384		254462
Total Checks Paid		$179,656.92

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

AGENDA

AUG - 3 2015

08-03-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-24-15

Check Number	To	Check Number
254463		254544
Total Checks Paid		$849,390.88

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

08/03/15 Meeting

AGENDA

AUG - 3 2015

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
07/24/15

Payroll Check Number	123376	To	Payroll Check Number	123478	$ 64,417.43
Direct Deposits					$ 812,708.90
Payroll Check Number	123479	To	Payroll Check Number	123505	$ 243,330.31
Direct Deposits					$ 355,308.57
Federal Deposits					$ 316,212.90
Total Payroll Paid					$ 1,791,978.11

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

EXHIBIT "A"

WARRANT RESOLUTION

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 34, inclusive, constitute a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on August 3, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this 3rd day of August, 2015.

[SEAL]

Donald L. Mims, County Administrator of the
Montgomery County Commission

RESOLUTION NO. __________

AUTHORIZING THE ISSUANCE AND SALE OF
$22,505,000 GENERAL OBLIGATION REFUNDING WARRANTS
SERIES 2015
DATED AUGUST 3, 2015
AND
THE EXECUTION AND DELIVERY
OF RELATED FINANCING DOCUMENTS

BE IT RESOLVED AND ORDERED BY THE MONTGOMERY COUNTY COMMISSION as follows:

ARTICLE I

DEFINITIONS, USE OF WORDS AND PHRASES, AND FINDINGS BY THE COUNTY

Section 1.1 **Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

"Bank" means Regions Bank, an Alabama banking corporation, in its role as Registrar, Transfer Agent, Escrow Trustee and Paying Agent, and any successor thereto.

"Beneficial Owners" shall have the same meaning as set forth in Section 4.4 herein.

"Business Day" means any day other than a Saturday, Sunday or day on which banking institutions are required or authorized to close in the County in which the designated corporate trust agency office of the Bank is located, or on which the Federal Reserve Bank is closed.

"Capital Improvements Fund" shall have the same meaning as set forth in Section 6.4 herein.

"Code" means the Internal Revenue Code of 1986 as amended.

"Continuing Disclosure Agreement" shall have the same meaning as set forth in Section 8.2 herein.

"Commission" means the governing body of the County as from time to time constituted.

"County" means Montgomery County, Alabama.

"Direct Participant" shall have the same meaning as set forth in Section 4.4 herein.

1-S

"Eligible Certificates" means interest bearing certificates of deposit that are issued by the Bank or by any bank or trust company organized under the laws of the United States of America or any state thereof that are collaterally secured by a pledge of Federal Securities (a) having at any date of calculation a market value (taking account of any accrued interest thereon) not less than the principal of and the accrued interest on the certificates of deposit secured thereby, (b) deposited and pledged with any Federal Reserve Bank or with any bank or trust company organized under the laws of the United States of America or any state thereof, and having combined capital, surplus and undivided profits of not less than $15,000,000, and (c) for which a receipt signed by the bank or trust company having custody of such collateral securities and containing a sufficient description thereof has been furnished to the Bank.

"Eligible Investments" mean (a) Eligible Certificates, (b) Federal Securities, (c) Secured Deposits, and (d) any money market, cash, sweep or similar accounts or funds invested solely in Federal Securities, customarily utilized by the Registrar for the investment of public funds and rated "Aam," "Aam-G" or better by S&P and, if rated by Moody's, "Aaa," "Aa1" or "Aa2." Such funds may be managed by the Bank or any of its affiliates or subsidiaries of affiliates.

"Escrow Trust Agreement" means the Escrow Trust Agreement, dated as of August 6, 2015 between the County and the Bank, as Escrow Trustee.

"Escrow Trustee" means the Bank, as escrow trustee under the terms of the Escrow Trust Agreement.

"Federal Securities" means (a) any securities that are direct, non-callable obligations of the United States of America and (b) any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Interest Payment Date" means, with respect to the Series 2015 Warrants, any March 1 or September 1 prior to payment thereof, commencing March 1, 2016.

"Issuance Expense Account" shall have the same meaning as set forth in Section 6.3 herein.

"Letter of Representation" shall have the same meaning as set forth in Section 4.4 herein.

"Official Statement" shall have the same meaning as set forth in Section 8.1 herein.

"Paying Agent" shall have the same meaning as set forth in Section 4.1 herein.

"Preliminary Official Statement" shall have the same meaning as set forth in Section 8.1 herein.

"Prior Warrants" means those of the Series 2007 Warrants being refunded with the proceeds of the Series 2015 Warrants pursuant to applicable resolutions of the Commission heretofore duly adopted on the date of this Resolution.

"Record Date" means, as to any Interest Payment Date, the date that is fifteen (15) days immediately preceding such Interest Payment Date.

"Registrar" shall mean Regions Bank, Birmingham, Alabama.

"Registrar Agreement" shall have the same meaning as set forth in Section 4.1.

"Secured Deposits" means U.S. dollar denominated deposit accounts, federal funds and bankers acceptances with domestic commercial banks (including, without limitation, the Bank), provided that such deposit is collaterally secured by the issuing bank by pledging securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit less the amount of such deposit which is insured by the Federal Deposit Insurance Corporation.

"Series 2007 Warrants" means the County's General Obligation Warrants, Series 2007, dated March 1, 2007, originally issued in the aggregate principal amount of $43,935,000.

"Series 2015 Warrants" or "Warrants" means, unless otherwise indicated, the County's $22,505,000 aggregate principal amount General Obligation Refunding Warrants, Series 2015, as more particularly described in Article II hereof and issued hereunder.

"Tax Compliance Certificate" shall have the meaning as set forth in Section 7.5 herein.

"Underwriters" shall have the meaning as set forth in Section 8.5 herein.

"Underwriting Group" shall have the meaning as set forth in Section 8.5 herein.

"Warrant Authorizing Law" means Section 2, Chapter 28 of Title 11, Code of Alabama, 1975, as amended.

"Warrant Fund" means the special account with respect to the Series 2015 Warrants as set forth in Section 7.1 hereunder.

"Warrant Holder" or "Holder" means the registered holder, from time to time, of any Series 2015 Warrants.

"Warrant Resolution" or "Resolution" means this resolution as set forth herein.

Section 1.2 **Use of Words and Phrases**. The following provisions shall be applied wherever appropriate herein:

Where used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

"Hereby," "herein," "hereinafter," "hereof," "hereunder" and other equivalent words refer to this Resolution as a whole and not solely to any particular portion thereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Section 1.3 **Findings and Determinations.** The Commission has ascertained and found and does hereby declare as follows:

(a) It is necessary and advisable that the County advance refund the Prior Warrants as, among other things, it achieves significant debt service savings.

(b) The County is not in default in payment of the principal of or the interest on any of the Prior Warrants.

(c) The County has projected significant capital expenditures relating to certain capital improvements to municipal property and other public use capital projects as determined by the Commission (collectively, the "Capital Improvements").

(d) The County has found and determined (i) that the County would be required to make substantial capital expenditures with respect to the Capital Improvements if the Series 2015 Warrants are not issued, thereby generating the savings from the refunding of the Prior Warrants, and (ii) that the County intends to pay such capital expenditures for the Capital Improvements with the savings generated from the issuance of the Series 2015 Warrants.

(e) It is necessary and advisable that the County issue its $22,505,000 General Obligation Refunding Warrants, Series 2015 to (i) provide funds to advance refund the Prior Warrants, and (ii) to pay costs of issuance of the Series 2015 Warrants.

ARTICLE II

AUTHORIZATION, DESCRIPTION, EXECUTION, PAYMENT AND FORM OF THE SERIES 2015 WARRANTS

Section 2.1 **Authorization of the Series 2015 Warrants.** Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly the Warrant Authorizing Law, there is hereby authorized to be issued by the County for the purposes of providing funds to advance refund the Prior Warrants, and to pay costs of issuance thereof, $22,505,000 in aggregate principal amount of its General Obligation Refunding Warrants, Series 2015.

Section 2.2 **Description of the Series 2015 Warrants.** The Series 2015 Warrants shall be issued only in fully registered form, without coupons, shall be dated as of their date of issuance, shall be issued in denominations of $5,000 or any integral multiple thereof, and shall be numbered consecutively from R-1 upwards in the order of their issuance and delivery. The

Series 2015 Warrants shall bear interest from the date of issuance at the rates per annum shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each March 1 and September 1 until payment of the principal amount thereof beginning March 1, 2016, and shall mature on or about March 1 in the years and amounts as follows:

Serial Warrants

Maturity March 1	Principal Amount	Interest Rate	Yield
2017	$ 75,000	1.000%	0.770%
2018	2,215,000	2.000%	1.090%
2019	2,265,000	2.000%	1.310%
2020	2,330,000	4.000%	1.520%
2021	2,440,000	5.000%	1.800%
2022	1,610,000	5.000%	2.110%
2023	1,695,000	5.000%	2.330%
2024	1,785,000	5.000%	2.490%
2025	1,875,000	5.000%	2.640%
2026	1,970,000	5.000%	2.780%
2027	2,070,000	5.000%	2.870%
2028	2,175,000	5.000%	2.970%

Section 2.3 **Execution of the Series 2015 Warrants.** The Series 2015 Warrants shall be executed in the name of the County by the manual or facsimile signatures of the Chairman of the Commission and the County Administrator inscribed or printed or otherwise reproduced thereon (it being herein provided that a condition to the validity of each Series 2015 Warrant is the manual execution on behalf of the Bank of the Registration Certificate endorsed on each Series 2015 Warrant). The official seal of the County shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the County Administrator. The Series 2015 Warrants shall be registered by the County Administrator in the records maintained by the County Administrator, as a claim against the County and the respective Warrant Fund, which registration shall be made as to all the Series 2015 Warrants. The certificate of registration on each of the Series 2015 Warrants shall be executed by the County Administrator. The said officers are hereby directed to cause the Series 2015 Warrants to be executed, sealed and registered in the manner provided by this section.

No Series 2015 Warrant shall be valid or obligatory for any purpose nor shall any Series 2015 Warrant be entitled to any security or benefit under this Resolution unless and until the Registration Certificate printed on each Series 2015 Warrant is signed by the Registrar. Such signature by the Registrar shall be conclusive evidence that the Series 2015 Warrant has been duly issued, executed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. The Registration Certificate may be signed by any authorized officer or employee of the Registrar or by any other person acting as an agent of the Registrar. The same person need not sign the Registration Certificate on all of the Series 2015 Warrants.

Section 2.4 **<u>Payment of the Series 2015 Warrants</u>.** The principal, any premium, and interest payable on the Series 2015 Warrants shall be payable in lawful money of the United States of America. Such principal of and premium, if any, on the Series 2015 Warrants shall be payable only upon presentation and surrender of the Series 2015 Warrants at the designated corporate trust office of the Paying Agent (as defined in Section 4.1 herein). Interest on the Series 2015 Warrants shall be paid by check or draft mailed by the Paying Agent to the then respective registered owners of the Series 2015 Warrants at the addresses thereof shown on the registration books of such bank pertaining to the Series 2015 Warrants. Such payment shall be deemed timely made if so mailed on the Interest Payment Date (or if such Interest Payment Date is not a business day, on the business day next following such Interest Payment Date).

Section 2.5 **<u>Interest After Payment Due Date</u>.** The Series 2015 Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon (the "Overdue Interest"), shall bear interest after the maturity dates thereof or such earlier date as they may be called for redemption, until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Warrant Holder solely by reason of such Warrant Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

(a) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest, the Bank shall fix an Overdue Interest Payment Date (the "Overdue Interest Payment Date") for payment of such Overdue Interest, which date shall be not more than twenty (20) days following the expiration of the ten-day period after receipt of funds by the Bank;

(b) Overdue Interest shall be paid by check or draft mailed by the Bank to the persons in whose names the Series 2015 Warrants were registered in the registry books of the Bank pertaining to the Series 2015 Warrants on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner herein prescribed to the persons in whose names the Series 2015 Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 2.6 **<u>Form of the Series 2015 Warrants and Related Certificates</u>.** The Series 2015 Warrants of each series and the related certificates thereto shall be in substantially the following form with such insertions, omissions and other variations as may be necessary to set forth the terms of the redemption provisions and any other such changes to conform to the provisions hereof:

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[Form of Series 2015 Warrant]

[Form of Face of Series 2015 Warrant]

Notice: Unless this warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Montgomery County, Alabama or its agent for registration or transfer, exchange, or payment, and any warrant issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF ALABAMA
MONTGOMERY COUNTY, ALABAMA

GENERAL OBLIGATION REFUNDING WARRANT,
SERIES 2015

NO. R-_____ $_________

Interest Rate   Maturity Date   Dated Date   CUSIP

The County Administrator of MONTGOMERY COUNTY, ALABAMA (the "County"), a political subdivision of the State of Alabama, is hereby ordered and directed to pay to

CEDE & CO.,

or registered assigns, to whom the County acknowledges itself indebted as herein set out, the principal sum of

____________________ DOLLARS ($_____________)

on the maturity date specified above (unless earlier redeemed), with interest thereon until the principal amount hereof is paid or provided for at the interest rate per annum specified above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable semiannually on March 1 and September 1 in each year, commencing March 1, 2016. This Series 2015 Warrant will bear interest from the most recent date to which interest shall have been paid or provided for or, if no interest shall have been paid or provided for, from the Dated Date specified above.

The Series 2015 Warrants are being issued by means of a book-entry system with no physical distribution of warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One warrant certificate in the aggregate principal amount of each maturity of the Series 2015 Warrants, registered in the name of Cede & Co., as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Series 2015 Warrants, with transfer of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to beneficial owners of the Series 2015 Warrants by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfer of payments or for maintaining, supervising or reviewing the records maintained by DTC, and to participants or persons acting though such participants. While Cede & Co. is the registered owner of this Series 2015 Warrant, notwithstanding the provisions hereinabove contained, payments of principal, interest and any redemption premium on the Series 2015 Warrant will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing above, principal hereof, any premium hereon and interest hereon payable on the Maturity Date specified above or upon redemption are payable at the designated corporate trust office of the Registrar in Birmingham, Alabama. Interest payable on each other interest payment date will be payable by check or draft mailed by the Registrar to the person (the "Holder") in whose name this Series 2015 Warrant (or one or more predecessor warrants) is registered on the registration books of the County (the "Register"), maintained on behalf of the County by the Registrar, as of the close of business on the 15th day next preceding that interest payment date, at the address appearing therein. Such payments shall be deemed timely made if so mailed on the interest payment date (of, if such interest payment date is not a business day, on the business day next following such interest payment date). The principal of and interest on this Series 2015 Warrant are payable in lawful money of the United States of America, without deduction for the services of any paying agent.

This Series 2015 Warrant is one of an issue of warrants of the County aggregating up to $22,505,000 in principal amount (the "Series 2015 Warrants"), which are authorized to be issued pursuant to the Constitution and laws of the State of Alabama, including particularly Section 11-28-2 of the *Code of Alabama* of 1975, as amended, and to the provisions of a Resolution (the "Warrant Resolution") duly adopted on August 3, 2015 by the governing body of the County, for purposes for which the County is authorized by law to borrow money and to issue warrants.

The Warrant Resolution provides that Regions Bank, an Alabama banking corporation, (the "Bank") will serve as Paying Agent and Registrar with respect to the Series 2015 Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Series 2015 Warrant and the Warrant Resolution, the designated corporate trust office of the Bank shall mean the office where the Bank maintains its designated corporate trust office, as shall be designated by the Bank by written notice to the County and the Holders of the Series 2015 Warrants.

The indebtedness evidenced and ordered paid by this Series 2015 Warrant is a general obligation of the County, to the payment of the principal of and premium, if any, and interest on which the full faith and credit of the County has been irrevocably pledged.

Pursuant to the Warrant Resolution, the County has established a special fund for the payment of debt service on the Series 2015 Warrants (the "Warrant Fund") that will be held by the Bank. The County has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other funds of the County sums sufficient to provide for the payment of debt service on the Series 2015 Warrants as the same becomes due and payable.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2015 Warrant is lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this Series 2015 Warrant exist, have been performed and have happened in due and legal form; and that the indebtedness evidenced and ordered paid by the Series 2015 Warrants, taken together with all other indebtedness of the County, was at the time of its creation and is now within all applicable limitations on indebtedness prescribed by the Constitution and laws of the State of Alabama.

This Series 2015 Warrant shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Warrant Resolution until the Registration Certificate below has been signed by the Registrar.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS WARRANT SET FORTH ON THE REVERSE SIDE. THOSE PROVISIONS SHALL HAVE THE SAME EFFECT FOR ALL PURPOSES AS IF SET FORTH HERE.

IN WITNESS WHEREOF, the County has caused this Series 2015 Warrant to be executed in its behalf with the manual signatures of its Chairman of the County Commission and County Administrator, the latter of whose signature shall constitute attestation hereof, and has caused its corporate seal to be hereunto imprinted, all as of the Dated Date specified above.

MONTGOMERY COUNTY, ALABAMA

By:______________________________
Chairman of the County Commission

[SEAL]

ATTEST:

By:______________________________
County Administrator

[FORM OF REGISTRATION AS CLAIM AGAINST WARRANT FUND]

I hereby certify that this Series 2015 Warrant has been registered by me as a claim against the Warrant Fund referred to in this Series 2015 Warrant.

____

County Administrator of
Montgomery County, Alabama

[FORM OF REGISTRATION CERTIFICATE]

Date of Registration:____________________

This Series 2015 Warrant was registered in the name of the above-named Holder on the registration date specified above.

REGIONS BANK, Registrar

By:_________________________________

Authorized Signer

Registrable at:

Regions Bank
Birmingham, Alabama

[Form of Reverse of Series 2015 Warrant]

Optional Redemption. Those of the Series 2015 Warrants having a stated maturity on or after March 1, 2026 are subject to redemption prior to their maturity, at the option of the County, in whole or in part, on March 1, 2025, and on any date thereafter (in principal amounts of $5,000 and any integral multiple thereof, and if less than all of the Series 2015 Warrants are to be redeemed, those maturities or portions thereof to be called for redemption shall be selected by the County in its discretion, and if less than all the Series 2015 Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot), at and for a redemption price equal to 100% of the principal amount of each Series 2015 Warrant or portion thereof redeemed, plus accrued interest to the date fixed for redemption.

Notice of Redemption of Warrants. Any notice of a call for redemption will be given by registered or certified mail, postage prepaid, mailed not less than 30 days, nor more than 60 days, prior to the date fixed for redemption, to each registered owner of Series 2015 Warrants (or portion thereof) to be redeemed at the address appearing in the warrant register maintained by the Paying Agent.

For so long as DTC or its nominee is the registered owner of any Series 2015 Warrant to be redeemed, notice of redemption will be given to DTC or its nominee as the registered owner of such Series 2015 Warrant. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Series 2015 Warrant to be redeemed shall not affect the validity of the redemption of such Warrant.

If less than all Series 2015 Warrants outstanding are to be redeemed, the particular maturities of the Series 2015 Warrants to be optionally redeemed will be specified by the County; provided, however, that (i) the principal amount of Series 2015 Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of the Series 2015 Warrants and (ii) if less than all the Series 2015 Warrants with the same stated maturity (and bearing interest at the same rate) are to be redeemed, the Series 2015 Warrants of such maturity to be redeemed will be selected by lot by the Paying Agent.

Any Series 2015 Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Paying Agent (with, if the County or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing), and the County shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2015 Warrant, without service charge, a new Series 2015 Warrant or Series 2015 Warrants, of the same maturity (and bearing interest at the same rate as such Series 2015 Warrant so surrendered) and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2015 Warrant so surrendered.

Unless waived by the Holders of all Series 2015 Warrants then outstanding to be redeemed, notice of redemption shall be given by registered or certified mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2015 Warrants to be redeemed, at his address appearing in the bond register.

The County and the Registrar shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as required by the Warrant Resolution.

The Series 2015 Warrants are issuable only as fully registered warrants in the denominations of $5,000 and any integral multiple thereof.

This Series 2015 Warrant is transferable by the registered Holder hereof, in person or by authorized attorney, only on the books of the Registrar and only upon surrender of the Series 2015 Warrant to the Registrar for cancellation with a written instrument of transfer acceptable to the Registrar executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Series 2015 Warrant of like tenor shall be issued to the transferee in exchange thereof, all as more particularly described in the Warrant Resolution. Each Holder hereof, by receiving or accepting this Series 2015 Warrant, shall consent and agree and shall be estopped to deny that this Series 2015 Warrant may be transferred only in accordance with the provisions of the Warrant Resolution. Provision is also made in the Warrant Resolution for the exchange of Series 2015 Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Warrant Resolution.

The Registrar shall not be required to transfer or exchange this Series 2015 Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that this Series 2015 Warrant (or any principal part thereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer this Series 2015 Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Series 2015 Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Series 2015 Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2015 Warrant. The Paying Agent is designated in the Registrar Agreement as the paying agent and as the registrar for and with respect to the Series 2015 Warrants.

Reference is made to the Warrant Resolution for a more complete description of the provisions, among others, with respect to the rights, duties and obligations of the County, the Registrar and the Holders, and the terms and conditions upon which the Series 2015 Warrants are issued and secured. The Holder of this Series 2015 Warrant assents, by acceptance hereof, to all of the provisions of the Warrant Resolution.

LEGAL OPINION

The following is a true copy of the opinion rendered by Gilpin Givhan, PC in connection with the issuance of, and dated as of and premised on facts and law in effect on the date of the original delivery of, the Series 2015 Warrants. An executed copy is on file in this office.

____
County Administrator, Montgomery County, Alabama

[FORM OF BOND COUNSEL OPINION]

August 6, 2015

Montgomery County, Alabama
Montgomery, Alabama

The Frazer Lanier Company Incorporated
Montgomery, Alabama

Liberty Bank and Trust Company
Montgomery, Alabama

Regions Bank
Birmingham, Alabama

Gentlemen:

We have acted as bond counsel in connection with the issuance by Montgomery County, Alabama (the "Issuer") of its $22,505,000 General Obligation Refunding Warrants, Series 2015, dated August 6, 2015 (the "Warrants"). Aside from proceeds of the Warrants applied to pay costs of issuance of the Warrants, the proceeds of the Warrants shall be applied to provide funds for the advance refunding of the Issuer's General Obligation Warrants, Series 2007 (the "Prior Warrants"). The Warrants are being issued pursuant to a resolution adopted by the governing body of the Issuer on August 3, 2015 (the "Warrant Resolution"). Regions Bank, Birmingham, Alabama (the "Depository") is acting as paying agent and registrar with respect to the Warrants pursuant to a Registrar Agreement dated as of August 6, 2015 (the "Registrar Agreement").

In our capacity as bond counsel, we have examined such provisions of law and a transcript of such proceedings of the Issuer and other documents and certificates (including, without limitation, the Warrant Resolution and the Registrar Agreement) relating to the Warrants (the "Transcript") as we have deemed necessary to render this opinion. We have not examined the executed Warrants, but have been furnished certificates by the Issuer and the Depository respecting their due execution, authentication and delivery.

Based on such examination, we are of the opinion, under the law existing on the date of this opinion, that:

1. The Warrants have been validly authorized, executed and delivered pursuant to applicable provisions of the Constitution and laws of the State of Alabama (the "State"), are in due and legal form and constitute valid and binding orders on the County Administrator of the Issuer for the payment thereof as therein provided.

2. The indebtedness ordered paid by the Warrants is a valid and binding general obligation of the Issuer, and the Issuer has irrevocably pledged its full faith and credit to the payment of the principal of, premium, if any, and interest on the Warrants.

3. The interest on the Warrants is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Moreover, such interest is not an item of tax preference under Section 57 of the Code for purposes of the federal alternative minimum tax imposed on individuals and corporations, although it should be noted that, in the case of corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for purposes of such alternative minimum tax. Other than the matters discussed in this paragraph and the following paragraph, we express no opinion regarding other federal income tax consequences caused by the receipt or accrual of interest on the Warrants.

4. Interest on the Warrants is exempt from income taxation in the State.

5. We have participated in the preparation, and have reviewed those portions, of the Issuer's Preliminary Official Statement and its final Official Statement (collectively, the "Official Statement") pertaining to the Warrants, the Warrant Resolution, and the excludability from gross income for federal income tax purposes of the interest on the Warrants, all as contained in the Official Statement under the heading "THE WARRANTS," and under the heading "TAX MATTERS," respectively. The statements contained in those sections of the Official Statement, insofar as such statements purport to summarize certain provisions of the Warrants, the Warrant Resolution, and the Registrar Agreement and the status of interest on the Warrants for certain federal income tax purposes, present a fair and accurate summary of such matters. We have not been retained to pass upon any other information in the Official Statement, including any other Appendices thereto, nor have we independently checked or verified the factual information contained in the Official Statement, and we therefore express no other opinion with respect to the Official Statement.

The Warrants are not "qualified obligations" pursuant to Section 265(b)(3) of the Code.

In giving the foregoing opinions with respect to the treatment of the interest on the Warrants and the status of the Warrants under the tax laws, we have assumed and relied upon compliance with the Issuer's covenants and the accuracy of the Issuer's representations and certifications contained in the Transcript. The accuracy of those representations and certifications, which we have not independently verified, and the Issuer's compliance with those covenants, may be necessary for the interest on the Warrants to be and remain excluded from gross income for federal income tax purposes and for the other tax effects stated above. Failure to comply with certain requirements subsequent to issuance of the Warrants could cause interest thereon to be included in gross income for federal income tax purposes.

It is to be understood that the rights of the owners of the Warrants and the enforceability thereof are subject to all applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted (including, without limitation, the provisions of Chapter 9 of the United States Bankruptcy Code, as amended), and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

No assurances can be given that federal legislation will not be introduced and enacted which could adversely affect the exclusion of interest on the Warrants from gross income for federal income taxation or the tax treatment of certain owners of the Warrants as a result of receipt of such interest.

It should be noted that, while all taxable property in the jurisdiction of the Issuer is subject to ad valorem taxation, within certain limits prescribed by law, in order to pay the Warrants, the Constitution of the State provides that the total annual ad valorem taxes levied by the Issuer and all other taxing authorities with respect to any item of taxable property in the jurisdiction of the Issuer may not exceed between one percent and two percent (depending upon the classification of such property) of its fair and reasonable market value.

In rendering this opinion, we have relied upon certifications and representations of fact, contained in the Transcript, which we have not independently verified.

Respectfully submitted,

GILPIN GIVHAN, PC

The following abbreviations, when used in the inscription on the face of this Warrant or in the Assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common and not as community property

UNIF GIFT MIN ACT - ____________ Custodian________________
(Custodian) (Minor)
under Uniform Gift to Minors Act__________
(State)

Additional abbreviations may also be used although not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto ________________________ the within Warrant and irrevocably constitutes and appoints ________________________ attorney to transfer this Warrant on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________________ ________________________

Signature Guaranteed:

____

Commercial Bank, Trust Company or
Member of a National Securities
Exchange*

By________________________________
Its______________________

Medallion
Number____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2015 Warrant in every particular, without alteration or any change whatever.

[End Form of Series 2015 Warrant]

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ARTICLE III

REDEMPTION PROVISIONS

Section 3.1 Redemption.

Optional Redemption. Those of the Series 2015 Warrants having a stated maturity on or after March 1, 2026 are subject to redemption prior to their maturity, at the option of the County, in whole or in part, on March 1, 2025, and on any date thereafter (in principal amounts of $5,000 and any integral multiple thereof, and if less than all of the Series 2015 Warrants are to be redeemed, those maturities or portions thereof to be called for redemption shall be selected by the County in its discretion, and if less than all the Series 2015 Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot), at and for a redemption price equal to 100% of the principal amount of each Series 2015 Warrant or portion thereof redeemed, plus accrued interest to the date fixed for redemption.

Section 3.2 Selection of Series 2015 Warrants for Redemption. If less than all Series 2015 Warrants outstanding are to be redeemed, the particular maturities of the Series 2015 Warrants to be optionally redeemed will be specified by the County; provided, however, that (i) the principal amount of Series 2015 Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of the Series 2015 Warrants and (ii) if less than all the Series 2015 Warrants with the same stated maturity (and bearing interest at the same rate) are to be redeemed, the Series 2015 Warrants of such maturity to be redeemed will be selected by lot by the Registrar.

Any Series 2015 Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Registrar (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing), and the County shall execute and the Registrar shall authenticate and deliver to the Holder of such Series 2015 Warrant, without service charge, a new Series 2015 Warrant or Series 2015 Warrants, of the same maturity (and bearing interest at the same rate as such Series 2015 Warrant so surrendered) and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2015 Warrant so surrendered.

Section 3.3 Notice of Redemption. Unless waived by the Holders of all Series 2015 Warrants then outstanding to be redeemed, notice of redemption shall be given by registered or certified mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2015 Warrants to be redeemed, at his address appearing in the warrant register.

The County and the Registrar shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as required hereby.

Section 3.4 **Manner of Effecting Optional Redemption.** Any such redemption shall be effected in the following manner:

(a) Call. The Commission shall adopt a resolution containing the following: (1) a call for redemption, on a specified date when they are by their terms subject to redemption, all of the Series 2015 Warrants so subject to redemption or such lesser amount thereof as the Commission shall specify, and (2) a statement that the County is not in default in payment of the principal of or the interest on any of the Series 2015 Warrants.

(b) Deposit. On or prior to the applicable redemption date the County shall present the Registrar with a certified copy of the County's resolution described in the preceding subsection (a) of this Section and shall further make available at the appropriate office of the Registrar the total redemption price of the Series 2015 Warrants so called.

(c) Presentation for Redemption. Upon compliance by the County with the requirements contained in subsections (a) and (b) hereof, and if the County is not on the redemption date in default in payment of the principal of or the interest on any of the Series 2015 Warrants, the Series 2015 Warrants so called for redemption shall become due and payable at the place at which the same are stated to be payable, at the redemption price and on the redemption date specified in such notice, anything herein or in the Series 2015 Warrants to the contrary notwithstanding; the registered owners thereof shall then and there surrender them for redemption; interest on the Series 2015 Warrants so called for redemption shall cease to accrue from and after the redemption date; the Series 2015 Warrants so called shall no longer be entitled to the benefit of the security hereof but shall look solely to the moneys made available pursuant to the provisions of subsection (b) hereof for payment thereof; and out of the moneys so made available for such purpose, the Registrar shall make provision for payment of the Series 2015 Warrants so called for redemption at the redemption price on the redemption date.

ARTICLE IV

REGISTRATION, TRANSFER AND EXCHANGE OF THE SERIES 2015 WARRANTS; FURTHER PROVISIONS

Section 4.1 **Registration; Transfer and Exchange of the Series 2015 Warrants.** The Bank is appointed to act as the registrar, transfer agent and paying agent (said Bank acting in such capacity, together with any successor thereto being herein called the "Registrar" or "Paying Agent") for the Series 2015 Warrants. The Chairman of the Commission shall sign and deliver, in the name and on behalf of the County, the Registrar Agreement between the County and the Registrar (the "Registrar Agreement") in substantially the same form thereof presented to this Commission at the meeting at which this Resolution is adopted, which is now on file with the County Administrator. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the Chairman of the Commission on behalf of the County, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments to the Registrar Agreement. The County shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement from funds lawfully available and appropriated or to be appropriated for that purpose.

So long as any of the Series 2015 Warrants remain outstanding, the County will cause the Registrar to maintain and keep at its designated corporate trust office in Birmingham, Alabama, all books and records necessary for the registration, exchange and transfer of Series 2015 Warrants as provided in this Section (the "Register"). The person in whose name a Series 2015 Warrant is registered on the Register shall be regarded as the absolute owner of the Series 2015 Warrant for all purposes of this Resolution. Payment of or on account of the principal of, premium, if any, and interest on any Series 2015 Warrant shall be made only to or upon the order of that person; neither the County nor the Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Series 2015 Warrants, including interest, to the extent of the amount or amounts so paid.

The Series 2015 Warrants are transferable and exchangeable for Series 2015 Warrants of authorized denominations only upon presentation and surrender thereof at the designated corporate trust office of the Registrar in Birmingham, Alabama, accompanied by a written instrument of transfer or exchange or by an assignment duly executed by the registered owner thereof or his duly authorized attorney, in form and with guaranty of signature satisfactory to the Registrar. Upon proper presentation for transfer or exchange, the County shall execute one or more new Series 2015 Warrants of any authorized denomination or denominations requested by the owner or transferee equal in the aggregate to the unmatured principal amount of the Series 2015 Warrants surrendered and bearing interest at the same rate and maturing on the same date; and the Registrar shall execute the Registration Certificate thereon and deliver the same to the transferee or the party requesting exchange, as the case may be.

The Registrar shall not be required to transfer or exchange any Series 2015 Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that any Series 2015 Warrant (or any principal part thereof) is duly called for redemption, the Registrar shall not be required to register or transfer any such Series 2015 Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Series 2015 Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Series 2015 Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2015 Warrant.

Any Series 2015 Warrant surrendered to the Registrar for payment, retirement, exchange, replacement or transfer shall be canceled by the Registrar. The County may at any time deliver to the Registrar for cancellation any previously delivered Series 2015 Warrants that the County may have acquired in any manner whatsoever, and those Series 2015 Warrants shall be promptly cancelled by the Registrar. Upon request by the County, written reports of the surrender and cancellation of Series 2015 Warrants shall be made to the County Administrator by the Registrar at least twice each calendar year. Canceled Series 2015 Warrants shall be retained for a period of time and then returned to the County or destroyed by the Registrar as directed by the County Administrator.

Section 4.2 **Replacement of Mutilated, Lost, Stolen or Destroyed Warrants.** If (i) any mutilated Series 2015 Warrant is surrendered to the Registrar, or the County and the Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Series 2015 Warrant, and (ii) there is delivered to the County and the Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Registrar that such Series 2015 Warrant has been acquired by a bona fide purchaser, the County will execute and upon its request the Registrar will authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2015 Warrant, a new Series 2015 Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding. Upon the issuance of any new Series 2015 Warrant in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2015 Warrant, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Section 4.3 **Provisions With Respect to Bank.** (a) Appointment of Bank and Acceptance of Duties. The Bank is herein designated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Series 2015 Warrants. By its acceptance of such duties hereunder, the Bank shall accept and agree to perform the duties required by this Resolution, subject, however, to the following conditions:

(i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.

(ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

(iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.

(iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

(vi) The Bank need not recognize a Holder of a Series 2015 Warrant as such without the satisfactory establishment of his title to such Series 2015 Warrant.

(vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Series 2015 Warrant will bind all subsequent Holders of the same Series 2015 Warrant and any Series 2015 Warrant issued hereunder in lieu thereof.

(viii) The Bank may be a Holder or a pledge of any of the Series 2015 Warrants as if not Bank hereunder.

(ix) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(x) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Resolution or otherwise to invest any such moneys, except as specifically required by this Resolution or as may be required by law or other written agreement between the County and the Bank.

(xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

(xii) The Bank shall, upon reasonable request, inform the County of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(xiii) The recitals of fact herein and in the Series 2015 Warrants are statements by the County and not by the Bank, and the Bank is in no way responsible for the validity or security of the Series 2015 Warrants or the validity of the security afforded hereby.

(b) Resignation by Bank. The Bank and any successor Bank may resign and be discharged from the duties under this Resolution by causing written notice specifying the effective date, postage prepaid, to the County and to every Holder of a Series 2015 Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the holders of the Series 2015 Warrants as herein provided, such date shall be at least (60) days after the date on which notice to the County and the holders of the Series 2015 Warrants shall have been mailed.

(c) Removal of Bank. The Bank may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bank and to the County and signed by the Holders of a majority in aggregate principal amount of the Series 2015 Warrants then outstanding.

(d) Appointment of Successor Bank; Interim Bank. In case the Bank shall resign, be removed, be dissolved, be in course of dissolution of liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of the Series 2015 Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the County, by an instrument signed by the Chairman of the Commission, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Series 2015 Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the Holders of the Series 2015 Warrants.

The County shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Series 2015 Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Series 2015 Warrants then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a rust company or bank which is qualified to perform all duties of the Bank under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than $25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(e) Concerning any Successor Bank. Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall nevertheless, on the written request of the County or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(f) Merger or Consolidation of Bank. Any corporation into which the bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Series 2015 Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Series 2015 Warrants and deliver such Series 2015 Warrants with the same effect as if such successor Bank had itself registered such Series 2015 Warrants.

(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Series 2015 Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

Section 4.4 Book-Entry System. The County may make appropriate arrangements for the Series 2015 Warrants (or any portion thereof) to be issued or held by means of a book-entry system administered by The Depository Trust Company ("DTC") with no physical distribution of Series 2015 Warrants made to the public (other than those Series 2015 Warrants, if any, not held under such book-entry system). References in this Section 4.4 to a Series 2015 Warrant or the Series 2015 Warrants shall be construed to mean the Series 2015 Warrant or the Series 2015 Warrants that are held under the book-entry system. In such event, one Series 2015 Warrant of each maturity shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Series 2015 Warrants in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and its participants (the "DTC Participants") pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2015 Warrants. Beneficial ownership interests in the Series 2015 Warrants may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Series 2015 Warrants representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Series 2015 Warrants. Transfers of ownership interests in the Series 2015 Warrants shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES 2015 WARRANTS, THE REGISTRAR SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE SERIES 2015 WARRANTS FOR ALL PURPOSES UNDER THIS WARRANT RESOLUTION AND THE REGISTRAR AGREEMENT, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2015 WARRANTS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION OR THE REGISTRAR AGREEMENT.

Payments of principal, interest, premium, if any, and purchase price with respect to the Series 2015 Warrants, so long as DTC is the only owner of the Series 2015 Warrants, shall be paid by the Registrar directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representations to DTC (the "Letter of Representations"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registrar shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (i) DTC determines not to continue to act as Securities Depository for the Series 2015 Warrants or (ii) the County or the Registrar determines that the continuation of the book-entry system of evidence and transfer of ownership of the Series 2015 Warrants would adversely affect its interests or the interests of the Beneficial Owners of the Series 2015 Warrants, the County shall, at the request of the Registrar, discontinue the book-entry system with DTC with respect to the Series 2015 Warrants. If the County fails to identify another qualified Securities Depository to replace DTC, Registrar shall authenticate and deliver replacement Series 2015 Warrants in the form of fully registered certificated Series 2015 Warrants pursuant to the written instructions of DTC.

THE COUNTY AND THE REGISTRAR SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2015 WARRANTS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2015 WARRANTS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE REGISTRAR AGREEMENT TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2015 WARRANTS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Series 2015 Warrants is discontinued pursuant to the provisions of this Section, the Series 2015 Warrants shall be delivered solely as fully registered Series 2015 Warrants without coupons in the authorized denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof. In the event that a book-entry system with respect to the Series 2015 Warrants is discontinued, such discontinuance shall be as to all Series 2015 Warrants then Outstanding.

The County shall not be limited to utilizing a book-entry system maintained by DTC but may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Registrar serving in the capacity of custodian) to provide for a book-entry or similar method for the registration and registration of transfer of all or a portion of the Series 2015 Warrants.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE AND TRANSFER OF OWNERSHIP OF ALL THE SERIES 2015 WARRANTS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THE REGISTRAR AGREEMENT

RELATING TO THE DELIVERY OF PHYSICAL SERIES 2015 WARRANT CERTIFICATES WITH RESPECT TO THE SERIES 2015 WARRANTS SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM.

ARTICLE V

GENERAL OBLIGATION; PROVISION FOR PAYMENT OF OBLIGATIONS; ADDITIONAL WARRANTS

Section 5.1 **General Obligation.** The indebtedness evidenced and ordered paid by the Series 2015 Warrants is and shall be a general obligation of the County, to the payment of the principal of and premium, if any, and interest on which the full faith and credit of the County are hereby irrevocably pledged.

Section 5.2 **Continued Levy of Taxes; Maintenance of Warrant Fund.** The County agrees that, so long as the principal of or interest on any of the Series 2015 Warrants remains unpaid, the County will annually levy and collect taxes, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama, in such amounts as may be necessary to provide for the payment of the principal of and interest on the Series 2015 Warrants. The County further agrees that so long as the principal of or interest on any series of the Series 2015 Warrants remains unpaid it will deposit in the Warrant Fund established with respect to each such series, not later than the Business Day next preceding an Interest Payment Date, as to the Series 2015 Warrants, an amount which, when added to the amount then on deposit in such Warrant Fund will equal the principal, interest and redemption premium (if any) to come due with respect to the Series 2015 Warrants on such Interest Payment Date.

Section 5.3 **Provision for Payment of Series 2015 Warrants.**

(a) If the principal of and interest and redemption premium (if any) on the Series 2015 Warrants is paid in accordance with the terms thereof and this Warrant Resolution, then all covenants, agreements and other obligations of the County to the Holders of such Series 2015 Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In the event the Series 2015 Warrants are so paid, the Bank shall pay to the County any surplus remaining in the Warrant Fund.

(b) Any Series 2015 Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning of the this Section 5.3 if:

(i) the County and the Paying Agent (or other trustee under the trust agreement described below) enter into an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Series 2015 Warrants and for payment of the interest to accrue thereon until maturity or redemption, and any redemption premium thereon, securities that are Federal Securities and cash which, together with the income to be derived from such, without reinvestment, will produce monies sufficient to provide for the payment of such Warrants as and when the same becomes due upon redemption or maturity;

(ii) the County has adopted all necessary proceedings providing for the redemption of any such Series 2015 Warrants that are required to be redeemed prior to their respective maturities and shall have instructed the Paying Agent or other trustee under the aforesaid trust agreement to provide such notices of redemption as are required under this Warrant Resolution;

(iii) the County and the Paying Agent shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Series 2015 Warrants that are to be paid in accordance with such trust agreement; and

(iv) the County and the Paying Agent shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Paying Agent stating that such trust and deposits thereunder will produce monies sufficient to provide for the full payment and retirement of such Series 2015 Warrants as and when the principal of and interest and redemption premium (if any) on such Series 2015 Warrants shall come due.

ARTICLE VI

EXECUTION AND DELIVERY OF THE SERIES 2015 WARRANTS; APPROVAL OF SALE; USE OF PROCEEDS THEREFROM

Section 6.1 Authority to Execute and Deliver the Series 2015 Warrants. The Chairman of the Commission and the County Administrator are hereby authorized and directed to cause the Series 2015 Warrants to be executed, sealed, attested and registered as a claim against the County and the applicable Warrant Fund as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

Section 6.2 Application of Proceeds of Sale; Additional Sums. The gross proceeds derived from the sale of the Series 2015 Warrants shall be used solely for the following purposes:

(a) The amount of $24,381,107.20 shall be paid to the Escrow Agent and deposited into the Escrow Fund created under the Escrow Trust Agreement to provide for the refunding of the Prior Warrants;

(b) The amount of $102,000.00 shall be deposited into the Issuance Expense Account and applied as provided in Section 6.3;

(c) The amount of $1,076,792.40 shall be deposited into the Capital Improvements Fund and applied as provided in Section 6.4.

Of the proceeds of sale of the Series 2015 Warrants, accrued interest, if any, shall be retained in the Warrant Fund.

Section 6.3 **<u>Payment of Costs of Issuance of the Series 2015 Warrants</u>.** There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants, Series 2015 Issuance Expense Account" (the "Issuance Expense Account"). The Issuance Expense Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. The Bank shall be the depository for the Issuance Expense Account. The Chairman of the Commission, the County Administrator, or any other person designated in writing by the Chairman of the Commission or County Administrator are hereby authorized and directed to cause the costs of issuance of the Series 2015 Warrants to be paid from the Issuance Expense Account. In the event moneys deposited in or transferred to the Issuance Expense Account are not sufficient to pay all expenses of issuing the Series 2015 Warrants, the Chairman of the Commission is authorized to pay, out of any funds of the County available therefor, the balance of the expenses of issuing the Series 2015 Warrants. On that date that is 90 days from the date of issuance, or earlier if requested by the County, amounts, if any, remaining in the Issuance Expense Account shall be transferred to the Warrant Fund.

Section 6.4 **<u>Capital Improvements Fund</u>.** There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants, Series 2015 Capital Improvements Fund" (the "Capital Improvements Fund"). The Capital Improvements Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. Except as hereinafter provided, the County will apply the moneys in the Capital Improvements Account solely for payment of the costs of the Capital Improvements as set forth in Section 1.3(d) hereof. The Bank shall be the depository of for the Capital Improvements Account. The County shall be required to submit an executed Requisition and Payment Request substantially in the form of Exhibit "D" to the Registrar Agreement or such other form as deemed satisfactory to the Registrar, in order to withdraw any moneys on deposit in the Capital Improvements Account to pay the costs related to the Capital Improvements. The Chairman of the Commission and County Administrator, or such other persons as may be designated by the Chairman of the Commission, are considered authorized County Representatives that may submit an executed Requisition and Payment Request.

ARTICLE VII

CREATION OF WARRANT FUND, COVENANTS WITH RESPECT TO WARRANT PROCEEDS

Section 7.1 **Warrant Fund**. There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants, Series 2015 Warrant Fund (the "Warrant Fund"). The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Series 2015 Warrants. The Bank is hereby designated as the custodian of the Warrant Fund.

The County will be required to transfer to the Warrant Fund, on or before the business day next preceding each Interest Payment Date, commencing with the business day next preceding March 1, 2016, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Series 2015 Warrants on the then next succeeding interest payment date, plus (ii) the principal, if any, of the Series 2015 Warrants that will mature on the then next succeeding interest payment date. Moneys on deposit in the Warrant Fund shall be used solely for the payment of the principal of and interest on the Series 2015 Warrants.

Section 7.2 **Investment of Moneys in Accounts**. So long as the County shall not be in default hereunder, it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments, any and all of the moneys in the Warrant Fund, the Capital Improvements Fund and the Issuance Expense Account provided, that, each such investment shall mature not later than the Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the respective fund or account from which such investment was made and shall be held for the moneys so invested to the same extent as if they were moneys on deposit in such fund or account. The County may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the respective fund or account from which such investment was made. Each depository for the respective fund or account shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it either in a resolution adopted by the Commission or any order signed by the Chairman of the Commission and the County Administrator of the County.

Section 7.3 **Security for Funds**. Any money on deposit in any fund or account or held by the Bank pursuant to this Warrant Resolution shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America) or as required by the Security for Alabama Funds Enhancement Act as provided in Title 41, Chapter 14A of the Code of Alabama, 1975, be secured for the benefit of the County and the Holders by holding on deposit as collateral security direct obligations of the United States of America or obligations unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of public funds under the regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured.

Section 7.4 Representations and Covenants Concerning Federal Tax-Exempt Status of the Series 2015 Warrants.

(a) The County warrants that the interest on the Series 2015 Warrants is and will continue to be excludable from the gross income of the owners thereof for federal income tax purposes. The County will continually comply with all requirements imposed by the Code as conditions to the exclusion from gross income for federal income tax purposes of the interest on the Series 2015 Warrants.

(b) The County will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request.

(c) The County will not apply or permit the proceeds of the Series 2015 Warrants to be applied in a manner that would cause any of them to be deemed "private activity bonds" within the meaning of Section 141 of the Code. There are, and will be, no leases from the County to any person or any other arrangement, express or implied, that would result, in the aggregate, in (i) the use of more than ten percent (10%) of the proceeds of the Series 2015 Warrants for any "private business use," within the meaning of Section 141(b) of the Code; or (ii) the payment of debt service on more than ten percent (10%) of the proceeds of the Series 2015 Warrants being directly or indirectly (A) secured by any interest in property used or to be used for any such "private business use" or in payments in respect of such property or (B) derived from payments (whether or not to the County) in respect of property or borrowed money used or to be used for any such "private business use."

(d) The County will not use (directly or indirectly) any of the proceeds of the Series 2015 Warrants to make or finance loans to persons other than governmental units, as provided in Section 141(c) of the Code.

(e) Except to the extent permitted under Section 149(b)(3) of the Code, (i) payment of principal of or interest on the Series 2015 Warrants is not directly, indirectly or otherwise guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), and (ii) none of the proceeds of the Series 2015 Warrants will be used to make loans the payment of principal or interest with respect to which is to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(f) The County covenants that it will restrict the use of the proceeds of the Series 2015 Warrants in such manner and to such extent, if any, and take or refrain from taking such other actions, all as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Series 2015 Warrants, so that the Series 2015 Warrants will not constitute "arbitrage bonds" within the meaning of Section 148 of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Chairman of the Commission and the County Administrator shall execute and deliver an appropriate certificate of the County (the "Tax Compliance Certificate") with respect to the Series 2015 Warrants and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions) to the extent necessary to maintain the intended treatment of the Series 2015 Warrants under the federal income tax law.

(h) The County will make such informational reports as may be required under the Code, and in particular Section 149(e) thereof, with respect to the issuance of the Series 2015 Warrants.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Authorization of Official Statement. This Commission hereby ratifies and approves the preparation of a Preliminary Official Statement of the County relative to the issuance and sale of the Series 2015 Warrants by appropriate officials of the County, in consultation with bond counsel, the Underwriters and other professional advisers to the County listed on the cover page thereof. That Preliminary Official Statement, in the form thereof presented to this Commission at the meeting at which this Resolution is adopted, which is now on file with the County Administrator in the records of the County, is hereby "deemed final" for purposes and within the meaning of Rule 15c2-12(b)(1) of the Securities and Exchange Commission ("SEC"), and the distribution and use thereof by the Underwriters in the offering and sale of the Series 2015 Warrants are hereby ratified, authorized and approved.

This Commission hereby authorizes and directs such officials of the County, in consultation with such professional advisers and such other parties as may be necessary or desirable, to prepare a final form of Official Statement (the "Official Statement"), to be dated the date of delivery of the Series 2015 Warrants, by making such additions to, modifications of and deletions from the Preliminary Official Statement (including, without limitation, in respect of pricing information and information regarding redemption provisions relative to the Series 2015 Warrants) as shall be appropriate.

The Chairman of the Commission is hereby authorized to execute and deliver, for and in the name and on behalf of the County, the Official Statement with respect to the Series 2015 Warrants, to be in substantially the form of the Preliminary Official Statement hereinabove approved, with such changes and amendments thereto as are not inconsistent with this Resolution and not substantially adverse to the County and as are approved by the Chairman of the Commission on behalf of the County, all of which shall be conclusively evidenced by the Chairman's execution and delivery thereof. Such Official Statement is hereby approved, and the use thereof in the offering and sale of the Series 2015 Warrants is hereby authorized.

Section 8.2 Authorization of Continuing Disclosure Agreement. Upon delivery of the Series 2015 Warrants to the purchaser thereof, the Chairman of the Commission and County

Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County a Continuing Disclosure Agreement in substantially the form presented at the meeting of the Commission at which this Warrant Resolution is adopted, with such changes and additions as the Chairman of the Commission shall deem necessary and appropriate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Warrant Resolution, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder or with respect to the Series 2015 Warrants; provided, however, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section 8.2 for purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Warrants (including persons holding Series 2015 Warrants through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2015 Warrants for federal income tax purposes.

Section 8.3 **<u>Authorization of Escrow Trust Agreement</u>**. Upon the delivery of the Series 2015 Warrants to the purchaser hereof, the Chairman of the Commission and County Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County, the Escrow Trust Agreement in substantially the form presented at the meeting of the Commission at which this Warrant Resolution is adopted, with such changes and additions as the Chairman of the Commission shall deem necessary and appropriate. The Escrow Trustee under the Escrow Trust Agreement is authorized and directed to cause the monies held by it thereunder to be invested in the manner specified therein.

Section 8.4 **<u>Authorization of Registrar Agreement</u>**. Upon the delivery of the Series 2015 Warrants to the purchaser hereof, the Chairman of the Commission and County Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County, the Registrar Agreement in substantially the form presented at the meeting of the Commission at which this Warrant Resolution is adopted, with such changes and additions as the Chairman of the Commission shall deem necessary and appropriate. The Registrar under the Registrar Agreement is authorized and directed to cause the monies held by it thereunder to be invested in the manner specified therein.

Section 8.5 **<u>Sale of the Series 2015 Warrants</u>**. The Series 2015 Warrants are hereby awarded and sold to the underwriter listed on the cover of the official statement referred to in Section 8.1 (the "Underwriters") at the purchase price as approved by the Chairman of the Commission on behalf of the County and memorialized in the Warrant Purchase Agreement entered into between the Chairman of the Commission, in the name of and on behalf of the County, and The Frazer Lanier Company Incorporated, as Manager and lead Underwriter for the underwriting group consisting of The Frazer Lanier Company Incorporated and Liberty Bank and Trust Company (collectively, the "Underwriting Group"). The Chairman of the Commission is hereby authorized to approve of such terms and execute the Warrant Purchase Agreement on behalf of the County in order to consummate the sale and issuance of the Series 2015 Warrants.

The County Administrator is authorized and directed to make the necessary arrangements with the Underwriter to establish the date, location, procedure and conditions for the delivery of the Series 2015 Warrants to the Underwriters or its order, and to take all steps necessary to effect due execution and delivery of the Series 2015 Warrants under the terms of this Resolution.

Section 8.6 **Further Acts.** From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2015 Warrants, the delivery of the Official Statement or as contemplated by this Warrant Resolution.

The Chairman of the Commission and County Administrator are authorized and directed to prepare and furnish to the purchaser of the Series 2015 Warrants, when the Series 2015 Warrants are issued, certified copies of all the proceedings and records of the Commission relating to the Series 2015 Warrants, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2015 Warrants as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 8.7 **Contractual Provisions.** The provisions of this Warrant Resolution shall constitute a contract between the County and the Holders at any time of the Series 2015 Warrants. Upon payment in full of the principal of and interest on the Series 2015 Warrants, the obligations of the County hereunder shall cease with respect thereto.

Section 8.8 **Series 2015 Warrants Payable at Par.** Each bank at which the Series 2015 Warrants may at any time be payable, by acceptance of its duties as Paying Agent therefor, shall be construed to have agreed thereby with the Holders of the Series 2015 Warrants that all remittances made by it on the Series 2015 Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 8.9 **Severability.** The provisions of this Warrant Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions of this Resolution.

Section 8.10 **Repeal of Conflicting Provisions.** All resolutions, orders or parts thereof in conflict with this Warrant Resolution are to the extent of such conflict hereby repealed.

Section 8.11 **Effective Date.** This Resolution shall become effective upon its approval as provided by law.

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ADOPTED this 3rd day of August, 2015.

Chairman of the Montgomery County Commission

ATTEST:

County Administrator

(00842126)

OFFICIAL STATEMENT

NEW ISSUE-Book-Entry Only

Ratings: S&P: AA stable
Moody's: Aa1
(See "**RATINGS**" herein)

In the opinion of Bond Counsel based on existing law, and assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Series 2015 Warrants (i) will be excluded from gross income for federal income tax purposes if the County complies with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2015 Warrants in order that interest thereon be and remain excluded from gross income, and (ii) will not be an item of tax preference for purposes of the federal alternative minimum tax on individuals and corporations; however, interest on the Series 2015 Warrants is included in adjusted current earnings for the purpose of computing the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing law, interest on the Series 2015 Warrants will be exempt from State of Alabama income taxation. See "TAX MATTERS" herein for further information and certain other federal tax consequences arising with respect to the Series 2015 Warrants.

$22,505,000
MONTGOMERY COUNTY, ALABAMA
General Obligation Refunding Warrants
Series 2015

Dated: Date of Delivery

Due: As shown on inside cover

This Official Statement has been prepared in connection with the issuance and sale by Montgomery County, Alabama (the "County") of $22,505,000 aggregate principal amount of its General Obligation Refunding Warrants, Series 2015 (the "Series 2015 Warrants"). The Series 2015 Warrants are being issued by the County for the purposes of (i) refunding, in advance of their respective maturities, in whole or in part, the County's General Obligation Warrants, Series 2007 (the "Prior Warrants") and (ii) paying issuance expenses of the Series 2015 Warrants. The Series 2015 Warrants will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as initial securities depository for the Series 2015 Warrants. Individual purchases will be made in book-entry form only in authorized denominations of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Series 2015 Warrants purchased.

Interest on the Series 2015 Warrants will be payable semi-annually on each March 1 and September 1, commencing March 1, 2016. Interest on the Series 2015 Warrants shall be paid by check or draft mailed on such interest payment date to the persons who were registered owners of the Series 2015 Warrants on the record date for such interest payment date. The principal of the Series 2015 Warrants and redemption premium, if any, thereon shall be payable only upon presentation and surrender of the Series 2015 Warrants at the designated corporate trust office of Regions Bank, an Alabama banking corporation.

The Series 2015 Warrants will constitute general obligations of the County, for the payment of which its full faith and credit are irrevocably pledged.

The Series 2015 Warrants are subject to redemption prior to maturity (in whole or in part) as described herein.

FOR MATURITY SCHEDULES FOR THE SERIES 2015 WARRANTS, SEE INSIDE COVER

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2015 Warrants are offered when, as and if issued by the County, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of validity by Gilpin Givhan, PC, Montgomery, Alabama, Bond Counsel, with certain legal matters being passed upon for the County by its counsel, Haskell Slaughter & Gallion, LLC, Montgomery, Alabama. It is expected that the Series 2015 Warrants in definitive form will be available for delivery through the facilities of the DTC in New York, New York on or about August 6, 2015.

THE FRAZER LANIER COMPANY INCORPORATED

FIRST TUSKEGEE CAPITAL MARKETS

Dated: July 22, 2015

$22,505,000
Montgomery County, Alabama
General Obligation Refunding Warrants
Series 2015

Dated: Date of Delivery | Due: March 1, as shown below

Serial Warrants

Maturity March 1	Principal Amount	Interest Rate	Yield	CUSIP[1]
2017	$ 75,000	1.000%	0.770%	613205 KG7
2018	2,215,000	2.000%	1.090%	613205 KH5
2019	2,265,000	2.000%	1.310%	613205 KJ1
2020	2,330,000	4.000%	1.520%	613205 KK8
2021	2,440,000	5.000%	1.800%	613205 KL6
2022	1,610,000	5.000%	2.110%	613205 KM4
2023	1,695,000	5.000%	2.330%	613205 KN2
2024	1,785,000	5.000%	2.490%	613205 KP7
2025	1,875,000	5.000%	2.640%	613205 KQ5
2026	1,970,000	5.000%	2.780%	613205 KR3
2027	2,070,000	5.000%	2.870%	613205 KS1
2028	2,175,000	5.000%	2.970%	613205 KT9

All Warrants priced to produce the yield indicated.

Priced to March 1, 2025 optional redemption date

Optional Redemption. Those of the Series 2015 Warrants having a stated maturity on or after March 1, 2026 are subject to redemption prior to their maturity, at the option of the County, in whole or in part, on March 1, 2025, and on any date thereafter (in principal amounts of $5,000 and any integral multiple thereof, and if less than all of the Series 2015 Warrants are to be redeemed, those maturities or portions thereof to be called for redemption shall be selected by the County in its discretion, and if less than all the Series 2015 Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot), at and for a redemption price equal to 100% of the principal amount of each Series 2015 Warrant or portion thereof redeemed, plus accrued interest to the date fixed for redemption.

[1]CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of the McGraw Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

MONTGOMERY COUNTY, ALABAMA

COUNTY COMMISSION

Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

ISSUER'S COUNSEL

Haskell Slaughter & Gallion, LLC
Montgomery, Alabama

FINANCIAL ADVISOR

Public Financial Management, Inc.
Huntsville, Alabama

UNDERWRITERS

The Frazer Lanier Company Incorporated
Montgomery, Alabama

Liberty Bank and Trust Company
(First Tuskegee Capital Markets)
Montgomery, Alabama

BOND COUNSEL

Gilpin Givhan, PC
Montgomery, Alabama

PAYING AGENT

Regions Bank
Birmingham, Alabama

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE COUNTY OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING OF THE SERIES 2015 WARRANTS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE ANY OFFER TO SELL OR THE SOLICITATION OF ANY OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE SERIES 2015 WARRANTS BY ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER, SALE OR SOLICITATION IS UNLAWFUL.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE SERIES 2015 WARRANTS. STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT WHICH INVOLVE ESTIMATES, FORECASTS OR MATTERS OF OPINION, WHETHER OR NOT EXPRESSLY SO DESCRIBED HEREIN, ARE INTENDED SOLELY AS SUCH AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. THE INFORMATION AND EXPRESSIONS OF OPINIONS HEREIN ARE SUBJECT TO CHANGE AFTER THE DATE HEREOF WITHOUT NOTICE, AND NEITHER DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COUNTY SINCE THE DATE HEREOF.

The Underwriters have provided the following sentence for inclusion in this official statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2015 WARRANTS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015 WARRANTS AT LEVELS ABOVE THOSE THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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$22,505,000
MONTGOMERY COUNTY, ALABAMA
General Obligation Refunding Warrants
Series 2015

INTRODUCTION

This Official Statement is furnished by Montgomery County, Alabama (the "County") in order to provide information for prospective purchasers regarding its $22,505,000 aggregate principal amount of its General Obligation Refunding Warrants, Series 2015 (the "Series 2015 Warrants"). The Series 2015 Warrants are more particularly described herein under the heading "THE SERIES 2015 WARRANTS."

The County is a municipal body politic and corporate organized under the laws of the State of Alabama. The Series 2015 Warrants are being issued by the County under the authority of the Constitution and laws of the State of Alabama, including particularly Section 11-28-2 of the Code of Alabama (1975), as amended, and that certain resolution and other proceedings adopted by the County with respect to the Series 2015 Warrants (herein referred to as the "Warrant Resolution").

The Series 2015 Warrants are being issued for the purposes of (i) refunding, in advance of their respective maturities, in whole or in part, the County's General Obligation Warrants, Series 2007 (the "Prior Warrants"), and (ii) paying issuance expenses of the Series 2015 Warrants. See "THE FINANCING PLAN" herein.

The Series 2015 Warrants will constitute general obligations of the County, for the payment of which its full faith and credit are irrevocably pledged. See "SOURCE OF PAYMENT AND SECURITY" herein.

The information contained in this Official Statement does not purport to be comprehensive or definitive. All references to the Constitution and laws of the State and all summaries of the warrants, contracts, documents, or official acts are qualified by the exact terms of such Constitution, laws, warrants, contracts, documents or acts. So far as any statements are made in this Official Statement involving matters of opinion or projections or estimates, whether or not expressly so stated, they are set forth as such and not as representations of fact, and no representation is made that any such projections or estimates will be realized.

The County has covenanted and agreed to undertake certain continuing disclosure pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission. See "CONTINUING DISCLOSURE" herein.

The County has furnished all information in this Official Statement relating to the County and has obtained all other information from sources that are considered reliable and are customarily relied upon in the preparation of similar materials.

This Official Statement speaks only as of its date, and the information contained herein is subject to change. For further information during the initial offering period with respect to the Series 2015 Warrants, contact Donald L. Mims, County Administrator, Montgomery County, 101 South Lawrence Street, Montgomery, Alabama 36104, or The Frazer Lanier Company Incorporated, 300 Water Street, Montgomery, Alabama 36104.

THE SERIES 2015 WARRANTS

General Description

The Series 2015 Warrants will be issued as fully registered Series 2015 Warrants without coupons, in the denominations of $5,000 or any integral multiple thereof. The Series 2015 Warrants will be initially issued pursuant to a book-entry only system to be administered by The Depository Trust Company ("DTC"), New York, New York, and registered in the name of and held by Cede & Co., as nominee of DTC, to which principal of, premium, if any, and interest on the Series 2015 Warrants will be paid. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2015 Warrants will be dated the date of delivery and will bear interest from that date at the applicable rates set forth on the inside cover page hereof, and will mature on September 1 in the years and principal amounts set forth on the inside cover page of this Official Statement. Interest will be payable on March 1 and September 1, with first interest payable on March 1, 2016. The principal of and premium (if any) on the Series 2015 Warrants shall be payable only upon presentation and surrender of the Series 2015 Warrants at the designated corporate trust office of Regions Bank, Birmingham, Alabama, the registrar, transfer agent and paying agent for the Series 2015 Warrants (said bank acting in such capacity, together with any successor thereto, being herein called the "Registrar" or "Paying Agent"). Interest on the Series 2015 Warrants shall be paid by check or draft mailed by the Paying Agent to the then respective registered owners of the Series 2015 Warrants at the addresses thereof shown on the registration books pertaining to the Series 2015 Warrants. Such payment shall be deemed timely made if so mailed on the interest payment date (or if such interest payment date is not a business day, on the business day next following such interest payment date).

Registration, Transfer, Exchange, and Replacement

Any Series 2015 Warrant may be transferred by the registered owner thereof in person or by authorized attorney, only on the books of the Paying Agent and only upon surrender of the Series 2015 Warrant to the Paying Agent for cancellation with a written instrument of transfer acceptable to the Paying Agent executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Series 2015 Warrant of same maturity and interest rate shall be issued to the transferee in exchange thereof.

The registered owner of any Series 2015 Warrant in a face amount of more than $5,000 may surrender the same in exchange for more than one Warrant, each in the principal amount which is an integral multiple of $5,000, having the same year of maturity as the Series 2015 Warrant so surrendered and the same aggregate principal amount. The registered owner of two or more Series 2015 Warrants having the same principal maturity may surrender the same in exchange for a single Series 2015 Warrant in the aggregate principal amount of the Series 2015 Warrants so surrendered.

For so long as the Series 2015 Warrants are registered in the name of DTC or its nominee, the Paying Agent will transfer and exchange Series 2015 Warrants only on behalf of DTC or its nominee, in accordance with the preceding paragraph. Neither the County nor the Paying Agent will have any responsibility for transferring or exchanging any Beneficial Owner's interest in any Series 2015 Warrants. See "BOOK-ENTRY ONLY SYSTEM" herein.

If (i) any mutilated Series 2015 Warrant is surrendered to the Paying Agent, or the County and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the County and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Paying Agent that such Series 2015 Warrant has been acquired by a bona fide purchaser, the County will execute and upon County's request the Paying Agent will authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Series 2015 Warrant of the same interest rate, maturity, and principal amount, bearing a number not contemporaneously outstanding. Upon the issuance of any new Series 2015 Warrant in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

The Paying Agent shall not be required to transfer or exchange any Series 2015 Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that any Series 2015 Warrant (or any principal part thereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer any such Series 2015 Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Series 2015 Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Series 2015 Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2015 Warrant.

Redemption

Optional Redemption. Those of the Series 2015 Warrants having a stated maturity on or after March 1, 2026 are subject to redemption prior to their maturity, at the option of the County, in whole or in part, on March 1, 2025, and on any date thereafter (in principal amounts of $5,000 and any integral multiple thereof, and if less than all of the Series 2015 Warrants are to be redeemed, those maturities or portions thereof to be called for redemption shall be selected by the County in its discretion, and if less than all the Series 2015 Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot), at and for a redemption price equal to 100% of the principal amount of each Series 2015 Warrant or portion thereof redeemed, plus accrued interest to the date fixed for redemption.

Notice of Redemption of Series 2015 Warrants

Any notice of a call for redemption will be given by registered or certified mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the date fixed for redemption, to each registered owner of Series 2015 Warrants (or portion thereof) to be redeemed at his address appearing in the warrant register maintained by the Paying Agent.

For so long as DTC or its nominee is the registered owner of any Series 2015 Warrant to be redeemed, notice of redemption will be given to DTC or its nominee as the registered owner of such Series 2015 Warrant. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Series 2015 Warrant to be redeemed shall not affect the validity of the redemption of such Series 2015 Warrant. See "BOOK ENTRY ONLY SYSTEM" herein.

Selection of Series 2015 Warrants for Redemption

If less than all Series 2015 Warrants outstanding are to be redeemed, the particular maturities of the Series 2015 Warrants to be optionally redeemed will be specified by the County; provided, however, that (i) the principal amount of Series 2015 Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of the Series 2015 Warrants and (ii) if less than all the Series 2015 Warrants with the same stated maturity (and bearing interest at the same rate) are to be redeemed, the Series 2015 Warrants of such maturity to be redeemed will be selected by lot by the Paying Agent.

Series 2015 Warrants Payable on Redemption Date; Cease Bearing Interest

Notice of redemption having been given as aforesaid, the Series 2015 Warrants to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Series 2015 Warrants will cease to bear interest. Installments of interest due prior to the redemption date will be paid to the registered holders of the Series 2015 Warrants on the relevant record dates.

SOURCE OF PAYMENT AND SECURITY

General

The indebtedness evidenced by the Series 2015 Warrants will be a general obligation of the County for the payment of the principal of and premium, if any, and interest to which the County shall pledge its full faith and credit.

Revenues of the County legally available for payment of the principal of and interest on the Series 2015 Warrants include ad valorem taxes, sales taxes and other general revenues of the County. None of such legally available revenues are, however, specially pledged for payment of debt service on the Series 2015 Warrants. Information describing certain taxes and other revenues of the County is set forth in this Official Statement under the caption "FINANCIAL INFORMATION".

The County has never defaulted in the payment of debt service on its bonds, warrants or other funded indebtedness, nor has it ever refunded any funded indebtedness for the purpose of preventing or avoiding such a default.

The Series 2015 Warrants shall never constitute a liability or charge against the general credit or taxing powers of the State of Alabama or any political subdivision of the State of Alabama other than the County.

An investment in the Series 2015 Warrants involves certain risks. See "WARRANTHOLDERS' RISK FACTORS" herein.

Authority for Issuance

The Series 2015 Warrants are issued by the County under the authority of the Constitution and laws of the State of Alabama, including particularly Section 11-28-4 of the Code of Alabama (1975), as amended, which authorizes any county in the State of Alabama to borrow money for the purpose of refunding refundable debt then outstanding and to issue, without an election, evidences of indebtedness, in the form of interest-bearing warrants, notes or bills payable, maturing not later than thirty (30) years from the date of issue. The Series 2015 Warrants have been authorized to be issued pursuant to the Warrant Resolution.

Remedies

The County Administrator is, under existing law, subject to mandamus by a court of competent jurisdiction in the event that he has money available for payment of debt service on the Series 2015 Warrants and does not apply such money as and to the extent provided in the Warrant Resolution. **Rights of the holders of the Series 2015 Warrants and the enforceability thereof may also be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases, including the law-imposed requirement that the County pay, prior to the payment of debt service on its obligations, the expenses of providing necessary governmental services.** See "UNITED STATES BANKRUPTCY CODE" and "WARRANTHOLDER RISK FACTORS" herein.

Debt Service Requirements on the Series 2015 Warrants

The table below sets forth the debt service requirements on the Series 2015 Warrants:

Fiscal Year Ending September 30	Series 2015 Principal	Series 2015 Interest	Aggregate Debt Service
2016	$ -	$1,031,532.64	$ 1,031,532.64
2017	75,000.00	964,175.00	1,039,175.00
2018	2,215,000.00	941,650.00	3,156,650.00
2019	2,265,000.00	896,850.00	3,161,850.00
2020	2,330,000.00	827,600.00	3,157,600.00
2021	2,440,000.00	720,000.00	3,160,000.00
2022	1,610,000.00	618,750.00	2,228,750.00
2023	1,695,000.00	536,125.00	2,231,125.00
2024	1,785,000.00	449,125.00	2,234,125.00
2025	1,875,000.00	357,625.00	2,232,625.00
2026	1,970,000.00	261,500.00	2,231,500.00
2027	2,070,000.00	160,500.00	2,230,500.00
2028	2,175,000.00	54,375.00	2,229,375.00
TOTAL	$22,505,000.00	$7,819,807.64	$30,324,807.64

SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT RESOLUTION

Warrant Fund

The Warrant Resolution will provide for the maintenance of a special fund for the Series 2015 Warrants, designated the "Montgomery County General Obligation Refunding Series 2015 Warrant Fund" (the "Warrant Fund"). The Warrant Fund shall be continued until the Series 2015 Warrants shall have been paid in full or provision for such payment is duly made as set forth hereinafter. Regions Bank will be designated in the Warrant Resolution as the depository, custodian and disbursing agent for the Warrant Fund. In addition, there is created under the Warrant Resolution (i) a capital improvements account designated the "Montgomery County General Obligation Refunding Warrants, Series 2015 Capital Improvements Fund" to be maintained by Regions Bank until all costs of the capital improvements have been paid, and (ii) an issuance expense account designated the "Montgomery County General Obligation Refunding Warrants, Series 2015 Issuance Expense Account" to be maintained by Regions Bank until all issuance expenses have been paid.

The County will be required to transfer to the Warrant Fund, on or before the business day next preceding each March 1 and September 1, commencing with the business day next preceding March 1, 2016, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Series 2015 Warrants on the then next succeeding interest payment date, plus (ii) the principal, if any, of the Series 2015 Warrants that will mature on the then next succeeding interest payment date. Moneys on deposit in the Warrant Fund shall be used solely for the payment of the principal of and interest on the Series 2015 Warrants.

Payment of the Series 2015 Warrants

Provision for Payment of the Series 2015 Warrants. (a) If the principal of and interest and redemption premium (if any) on the Series 2015 Warrants is paid in accordance with the terms set forth in the Warrant Resolution, then all covenants, agreements and other obligations of the County to the holders of such series of Series 2015 Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In the event the Series 2015 Warrants are so paid, the Payment Agent shall pay to the County any surplus remaining in the corresponding Warrant Fund.

(b) The Series 2015 Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if:

(i) the County and the Paying Agent (or other trustee under the trust agreement described below) enter into an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Series 2015 Warrants and for payment of the interest to accrue thereon until maturity or redemption, and any redemption premium thereon, securities that are non-callable direct obligations of the United States of America or securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America ("Federal Securities") and cash which, together with the income to be derived from such, will produce monies sufficient to provide for the payment, such Series 2015 Warrants as and when the same becomes due upon redemption or maturity;

(ii) the County has adopted all necessary proceedings providing for the redemption of any such Series 2015 Warrants that are required to be redeemed prior to their respective maturities and shall have instructed the Paying Agent or other trustee under the aforesaid trust agreement to provide such notices of redemption as are required under the Warrant Resolution;

(iii) the County and the Paying Agent shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Series 2015 Warrants that are to be paid in accordance with such trust agreement; and

(iv) the County and the Paying Agent shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Paying Agent stating that such trust and deposits thereunder will produce monies sufficient to provide for the full payment and retirement of such Series 2015 Warrants as and when the principal of and interest and redemption premium (if any) on such Series 2015 Warrants shall come due.

Interest After Payment Due Date. The Series 2015 Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof or such earlier date as they may be called for redemption, until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Paying Agent, at the respective rates borne thereby.

Any provision hereof to the contrary notwithstanding, overdue interest shall not be payable to the holder solely by reason of such holder having been the holder on the record date next preceding the interest payment date on which such interest became due and payable, but shall be payable by the Paying Agent as follows:

(a) Not less than ten (10) days following receipt by the Paying Agent of immediately available funds in an amount sufficient to enable the Paying Agent to pay all overdue interest, the Paying Agent shall fix an overdue interest payment date for payment of such overdue interest, which date shall be not more than twenty (20) days following the expiration of the ten-day period after receipt of funds by the Paying Agent; and

(b) Overdue interest shall be paid by check or draft mailed by the Paying Agent to the persons in whose names the Series 2015 Warrants were registered in the registry books of the Registrar pertaining to the Series 2015 Warrants on the overdue interest payment date.

Payment of overdue interest in the manner herein prescribed to the persons in whose names the Series 2015 Warrants were registered on the overdue interest payment date shall fully discharge and satisfy all liability for the same.

THE FINANCING PLAN

The Series 2015 Warrants are being issued by the County for the purposes of (i) advance refunding, in whole or in part, the Prior Warrants, and (ii) paying issuance expenses of the Series 2015 Warrants. A portion of the net present value savings to be realized from such refunding may be used by the County to finance various capital projects of the County. The County, however, shall reserve the right under the Warrant Resolution to use the proceeds of the Series 2015 Warrants for other legally permissible purposes.

In order to effect the refunding of the Prior Warrants, the County will execute and deliver an Escrow Trust Agreement (the "Escrow Agreement") between the County and Regions Bank (the "Escrow Trustee"). Pursuant to the Escrow Agreement, an irrevocable trust fund (the "Escrow Fund") will be established for the retirement of the Prior Warrants. The County will make a deposit to the Escrow Fund from the proceeds of the Series 2015 Warrants, which deposit will be invested in direct obligations of the United States Treasury or other permitted investments (the "Escrow Securities") for the benefit of the holders of the Prior Warrants and will not be available under any circumstances to pay principal of or interest on the Series 2015 Warrants. The maturing principal and interest on the Escrow Securities, without reinvestment, together with the uninvested cash in the Escrow Fund will be sufficient to pay the principal, interest and redemption price maturing or coming due on the Prior Warrants as and when due.

SOURCES AND USES OF FUNDS

The following tables set forth the sources and uses of funds in connection with the issuance of the Series 2015 Warrants:

Sources:	
Bond Proceeds:	
Principal amount of the Series 2015 Warrants	$22,505,000.00
Plus Net Premium	3,180,929.60
TOTAL SOURCES	$25,685,929.60
Uses:	
Deposit to Escrow Fund	$24,381,107.20
Capital Improvements Fund	1,067,792.40
Costs of Issuance ***	237,030.00
TOTAL USES	$25,685,929.60

*** Includes fees and expenses of bond counsel, underwriters' discount, financial advisor, paying agent, ratings, and printing and other miscellaneous costs.

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources the County and the Underwriters believe to be reliable, but neither the County nor the Underwriters take responsibility for the accuracy or completeness thereof. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Series 2015 Warrants will be issued as fully-registered warrants in the name of Cede & Co., as nominee of DTC, as registered owner of the Series 2015 Warrants. Purchasers of such Series 2015 Warrants will not receive physical delivery of warrant certificates. For purposes of this Official Statement, so long as all of the Series 2015 Warrants are in the custody of DTC, references to warrantholders, holders or owners shall mean DTC or its nominee.

DTC will act as securities depository for the Series 2015 Warrants. The Series 2015 Warrants will be issued as fully-registered securities in the name of Cede & Co., DTC's partnership nominee ("Cede") or such other nominee as may be requested by an authorized representative of DTC. One fully-registered Warrant certificate will be issued for each maturity of the Series 2015 Warrants, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and Non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2015 Warrants, in the denomination of $5,000 principal amount or any integral multiple of $5,000 in excess thereof, under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2015 Warrants on DTC's records. The ownership interest of each actual purchaser of each Series 2015 Warrant ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are expected, however, to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2015 Warrants are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2015 Warrants, except in the event that use of the book-entry only system for the Series 2015 Warrants is discontinued.

To facilitate subsequent transfers, all Series 2015 Warrants deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede, or such other nominee as may be requested by an authorized representative of DTC. The deposit of Series 2015 Warrants with DTC and their registration in the name of Cede or such other DTC nominee does not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2015 Warrants; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2015 Warrants are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2015 Warrants may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2015 Warrants, such as redemptions, defaults, and proposed amendments to the Warrant documents. For example, Beneficial Owners of Series 2015 Warrants may wish to ascertain that the nominee holding the Series 2015 Warrants for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2015 Warrants are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2015 Warrants to be redeemed.

Neither DTC nor Cede (nor any other DTC nominee) will consent or vote with respect to Series 2015 Warrants unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede's consenting or voting rights to those Direct Participants to whose accounts the Series 2015 Warrants are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the Series 2015 Warrants will be made by the Paying Agent to Cede or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County or Paying Agent, on a payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest to Cede (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NEITHER THE COUNTY, THE UNDERWRITERS NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS, OR TO THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2015 WARRANTS, OR TO ANY BENEFICIAL OWNER IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT, THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2015 WARRANTS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO WARRANTHOLDERS UNDER THE WARRANT RESOLUTION, THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF ANY REDEMPTION WITH RESPECT TO LESS THAN ALL OF THE SERIES 2015 WARRANTS, OR ANY OTHER ACTION TAKEN BY DTC AS REGISTERED WARRANTHOLDER.

DTC may discontinue providing its services as securities depository with respect to the Series 2015 Warrants at any time by giving reasonable notice to the County and the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, warrant certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, warrant certificates will be printed and delivered to DTC.

THE COUNTY

General

The County is a political subdivision of the State of Alabama. The County is located in central Alabama and is part of the United States Census Bureau's Montgomery, Alabama Metropolitan Statistical Area (the "MSA").

According to the 2010 federal census, the population of the County was 229,363. The City of Montgomery is the county seat of the County and the capital of the State of Alabama. The County was established in 1816. The County has a land area of approximately 800 square miles.

Governance

The governing body of the County is the County Commission (the "County Commission"), which is composed of five commissioners. The current members of the County Commission and the ending dates of their respective current terms of office are as follows:

		Term Expires
District 1	Daniel Harris, Jr. (Vice Chairman)	November 2016
District 2	Elton N. Dean, Sr. (Chairman)	November 2016
District 3	Ronda M. Walker	November 2016
District 4	Jiles Williams, Jr.	November 2016
District 5	Andrew D. Hall	November 2016

The major responsibilities of the County Commission are to administer the County's finances, serve as custodian of all of the County's property, collect taxes, allocate resources for the construction of buildings, roads and other public facilities, provide for the delivery of certain basic public services (such as medical care, care for the indigent and law enforcement) and make appointments to various governmental boards and agencies.

The County Administrator is Donald L. Mims. The County Administrator is appointed by the County Commission and is responsible for the day-to-day operation of the County government.

Other principal officers of the County include the Revenue Commissioner, the Sheriff, certain court officials and the District Attorney, most of whom are elected at large. The construction of roads and bridges within the County is supervised by an appointed County Engineer. The Judge of Probate maintains county land records and performs the other traditional functions of a county probate office.

Employee Relations

The County considers relations with its employees to be satisfactory. The County does not bargain collectively with any labor union or employee organization.

FINANCIAL INFORMATION

General Financial Information

The County operates on a fiscal year basis beginning October 1 and ending September 30.

The financial transactions of the County are audited by the State Department of Examiners of Public Accounts (the "Department"). The most recent audited financial statements prepared by the Department are for the fiscal year ended September 30, 2013. A copy of such audited financial statements is attached hereto as Appendix A. Certain information in this Official Statement is based on unaudited financial information of the County.

Budgetary System

The County Commission prepares an annual budget for each fiscal year of the County. The budget process begins in May of each year when the heads of the various county departments are asked to prepare and submit budget requests for the immediately succeeding fiscal year. The departmental requests are reviewed by the County Commission upon its receipt thereof (usually in June or July) and public hearings are conducted in July and August to provide an opportunity for any interested person to offer comments with respect to the proposed budget. Following the public hearings, the County Commission may modify any departmental budget request to such extent as it deems appropriate.

Budgeted revenues are based on estimated current revenue trends. No projected growth is factored into the budgeting process. Revenue estimates are prepared in June using actual collections to date and estimates for the remaining months. Operating expenses have been budgeted and funded on a level basis since 2009.

The County Commission is required to adopt the annual budget not later than its first meeting in October of the fiscal year to which such budget is to apply. The appropriations must not exceed the total revenues and reserves available for appropriation. Expenditures may not legally exceed appropriations. Budgets may be adjusted during the fiscal year when approved by the County Commission. Any changes must be within the revenues and reserves estimated to be available.

Formal budgeting integration is used during the fiscal year as a management control device for the County's General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds. The budget is adopted on a departmental "line-item" basis consistent with generally accepted accounting principles. Budget control is maintained at the departmental line-item level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors.

The County's General Fund operating budget for its fiscal year ending September 30, 2015, is summarized under "RESULTS OF OPERATIONS – Summary of the General Fund Operating Budget for Fiscal Year Ending September 30, 2015.

Accounting System

The accounting system of the County is organized on the basis of funds. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped, for accounting and reporting purposes, into two broad fund categories as described below.

Governmental Funds. Most of the basic services are reported in governmental funds. These funds are reported using the current financial resources focus and the modified accrual basis of accounting. The County maintains the following governmental funds:

General Fund. The general fund is the primary operating fund of the County Commission. Like most Alabama counties, a significant portion of the revenues of the County are designated or earmarked for specific purposes. The General Fund accounts for receipts and expenditures of all funds not otherwise classified or restricted. The County Commission primarily receives revenues from the collection of ad valorem taxes, sales and use taxes, charges for services and revenues collected by the State of Alabama that are shared with the County. Amounts to self-insure the County for obligations relating to worker's compensation benefits, employee health benefits, retired employees' life insurance benefits and civil liability are also accounted for in the General Fund. The General Fund is also used to report the expenditure of the 7-cent State gasoline tax revenues for the construction, improvement, maintenance and supervision of highways, bridges and streets, and for the retirement of bonds for which gasoline tax revenues have been pledged. Expenditures of special county property taxes for building and maintaining public buildings, roads and bridges are accounted for in this fund as well.

Reappraisal Fund. This fund is used to account for property taxes and other revenues required to be expended for the property reappraisal program.

Special Revenue Funds. These funds are used to account for the proceeds of specific revenue sources (other than those derived from special assessments or dedicated for major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action.

Debt Service Funds. These funds are used to account for the accumulation of resources for, and the payment of, the principal and interest on bonds, warrants and other indebtedness issued by the County.

Capital Projects Funds. These funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government wide financial statements because the resources are not available to support the County's own programs. The County maintains the following fiduciary funds:

Private-Purpose Trust Funds. These funds are used to report all trust agreements under which principal and income benefit individuals, private organizations, or other governments.

Agency Funds. These funds are used to report assets held by the County in a purely custodial capacity. The County Commission collects these assets and transfers them to the proper individual, private organization, or other government.

RESULTS OF OPERATIONS

General

This section of the Official Statement presents certain historical financial information concerning the County.

Comparative Statement of General Fund Revenues and Expenditures

The table on the following page sets forth revenues, expenditures and changes in fund balances for the County's General Fund for the fiscal years ended September 30, 2010 through 2014. The General Fund represents the primary source from which the County pays debt service on its outstanding general obligation indebtedness. The summaries shown on the following page should be read in conjunction with the audited financial statements of the County, to the extent available. The 2014 amounts reflected are preliminary and unaudited.

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MONTGOMERY COUNTY, ALABAMA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEARS INDICATED

	2014	2013	2012	2011	2010
REVENUES					
Taxes	$ 65,105,161	$ 63,189,678	$ 62,438,734	$ 60,817,175	$ 59,489,528
Licenses and Permits	642,709	545,301	523,119	518,621	597,177
Intergovernmental	6,552,197	5,878,122	6,250,012	5,677,480	6,339,838
Charges for Services	5,640,234	6,124,411	5,357,919	4,561,912	4,578,902
Fines and Forfeits	23,097	27,984	24,695	23,218	21,106
Miscellaneous	4,696,676	4,166,806	4,280,146	5,588,703	6,026,131
TOTAL REVENUES	$ 82,660,074	$ 79,932,302	$ 78,874,625	$ 77,187,109	$ 77,052,682
EXPENDITURES					
Current:					
General Government	$ 25,529,844	$ 24,915,443	$ 24,956,160	$ 24,715,575	$ 25,220,551
Public Safety	27,713,042	28,222,387	28,380,758	29,272,298	29,543,365
Highways and Roads	6,064,165	5,565,979	6,040,643	7,665,292	7,857,572
Sanitation	126,314	135,047	167,627	122,058	117,082
Health	1,241,164	1,271,891	1,293,488	1,305,131	1,348,640
Welfare	717,171	458,209	764,292	1,055,419	780,742
Culture and Recreation	1,752,233	1,742,077	1,838,941	1,609,216	1,510,874
Education*	905,804	915,727	799,679	750,377	8,829,370
Other	2,253,664	1,850,954	2,079,097	1,957,860	1,797,761
Capital Outlay	4,025,941	1,987,198	1,394,715	1,167,574	1,479,147
Debt Service:					
Principal Retirement	2,298,024	2,263,040	1,564,672	2,382,825	1,870,855
Interest and Fiscal Charges	3,003,473	3,358,595	3,674,158	3,776,684	3,860,450
Intergovernmental	-	-	-	-	-
Debt Issuance Costs	431,900	149,680	-	-	-
TOTAL EXPENDITURES	$ 76,062,739	$ 72,836,227	$ 72,954,230	$ 75,780,309	$ 84,216,409
Excess (Deficiency) of Revenues Over Expenditures	$ 6,597,335	$ 7,096,075	$ 5,920,395	$ 1,406,800	$ (7,163,727)
OTHER FINANCING SOURCES (USES)					
Transfers In		-	500,000	-	300,000
Debt Issued	43,270,986	9,985,000	4,416,936	-	-
Premiums on Debt Issued	5,558,251	(145,174)	-	-	-
Proceeds from Sale of Capital Assets	349,732	152,408	275,446	353,658	103,352
Payments to Escrow Agents	(42,168,244)	(8,885,863)	-	-	-
Transfers Out	(10,106,601)	(5,814,253)	(10,113,942)	(6,090,090)	(5,654,297)
TOTAL OTHER FINANCING SOURCES (USES)	$ (3,095,876)	$ (4,707,882)	$ (4,921,560)	$ (5,736,432)	$ (5,250,945)
Net Change in Fund Balance	3,501,459	2,388,193	998,835	(4,329,632)	(12,414,672)
Fund Balance – Beginning of Year (as restated)	$ 33,902,200	$ 31,514,009	$ 30,515,176	$ 34,844,808	$ 47,259,482
Fund Balance – End of Year	$ 37,403,659	$ 33,902,200	$ 31,514,011	$ 30,515,176	$ 34,844,810

Source: Audited financial statements of the County for fiscal years ending 2010-2013; unaudited financial information provided by the County for fiscal year ending in 2014.

* The Series 2007 Warrants provided funds of $28,101,363 for public school projects, of which $8,460,165 was expended during fiscal year 2010.

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Summary of General Fund Operating Budget for Fiscal Year ending September 30, 2015

The table below presents the County's General Fund budget for the fiscal year ending September 30, 2015:

	Fiscal Year Ending September 30, 2015
REVENUES	
Taxes	64,506,500
Licenses and Permits	552,150
Intergovernmental	5,485,180
Charges for Services	5,655,600
Fines and Forfeits	25,000
Miscellaneous	4,469,745
TOTAL REVENUES	80,694,175
EXPENDITURES	
Current:	
General Government	27,189,260
Public Safety	30,506,799
Highways and Roads	7,026,422
Sanitation	139,823
Health	1,232,319
Welfare	500,766
Culture and Recreation	1,594,282
Education	277,825
Other Expenses	1,777,293
Capital Outlay	1,752,756
Debt Service	
Principal Retirement	2,269,689
Interest and Fiscal Charges	3,093,702
TOTAL CURRENT EXPENDITURES	77,360,936
Excess (deficiency) of Revenues Over Expenditures	3,333,239
Transfers In	500,000
Sale of Capital Assets	190,000
Transfers Out	(5,447,710)
TOTAL	(4,757,710)
Net Change in Fund Balance	(1,424,471)

Source: County Commission.

Description of Major Sources of General Fund Revenues

The following table sets forth collections of certain major sources of tax revenue for the fiscal years ended September 30, 2010 through 2014:

	2014	2013	2012	2011	2010
Ad valorem taxes	$18,966,763	$19,111,071	$19,129,217	$19,562,826	$19,976,174
Sales and use taxes*	41,600,758	40,158,593	39,518,927	38,737,792	37,373,428

Source: Audited financial statements of the County for fiscal years ending 2010-2013; unaudited financial information provided by the County for fiscal year ending in 2014.
* Reflects only the sales and use taxes levied for general County purposes; excludes sales and use taxes levied for the Montgomery County Public Schools. See "SALES AND USE TAXES" herein.

The County's major sources of revenue for its General Fund are as follows:

Ad Valorem Taxes. Property or ad valorem taxes are levied under various provisions of the Constitution and statutes of the State of Alabama and may be used only for the purpose or purposes for which they are levied. The County levies a 5.0 mill ad valorem tax for general purposes, the proceeds of which are deposited in the General Fund. The County also levies a 2.5 mill tax the proceeds of which are restricted to use for public buildings, roads and bridges in the County, and a 5.0 mill tax the proceeds of which are restricted for use for fire protection in the portion of the County outside the corporate limits of the City of Montgomery, Alabama. Under present law, the rates at which local ad valorem taxes are levied may be increased only after approval of the Legislature of the State of Alabama and a majority vote qualified electors of the County. See "AD VALOREM TAXES" herein.

Sales and Use Taxes. The County levies and collects sales and use taxes generally at a rate of 2.5% with 1.5% being levied for general County purposes and 1.0% being levied for the Montgomery County Public Schools. Under applicable judicial precedents, sales and use taxes may not be levied at rates that are confiscatory or unreasonable. See "SALES AND USE TAXES" herein.

Other Taxes. Other tax revenues of the County include license taxes, deed and mortgage taxes, lodging taxes, beer and wine taxes and certain other taxes accounting for an insignificant portion of the County's tax revenues. The State of Alabama levies a $.07 per gallon gasoline tax, a $.05 per gallon gasoline tax and a $.04 per gallon gasoline tax. The State remits a portion of the proceeds of these taxes to each county according to a distribution formula based on population and miles of roads. The Constitution of Alabama requires that all State gasoline tax proceeds be used only for construction and maintenance of roads and bridges.

Personnel and Retirement System

As of October 1, 2008, the County participates in the Employees' Retirement System of Alabama, an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for the various state agencies and departments. Prior to that date, the County administered its own single-employer retirement system for County employees. Substantially all employees of the County are covered and new employees are automatically enrolled as active members upon confirmation of their employment. Benefits vest after 10 years of creditable service. The Employees' Retirement System of Alabama (the "Employees' Retirement System") was established as of October 1, 1945, under the provisions of Act Number 515, Acts of Alabama 1945, and is administered on behalf of the State of Alabama and certain local governmental units in Alabama by the Retirement Systems of Alabama (the "RSA"), an agency of the State of Alabama. More than 40,000 employees of the State of Alabama and certain local governmental units in Alabama are active members of the Employees' Retirement System.

Contributions by the County are made on the basis of certain actuarial calculations of amounts which, together with the employees' contributions, are projected to provide at the time of retirement the benefits contemplated by the retirement program. The provisions of Act Number 2012-377, Acts of Alabama, established a new defined benefit plan tier, "Tier 2" for employees hired on or after January 1, 2013. Employees who were hired prior to January 1, 2013 are considered "Tier 1" employees. Tier 1 regular employees and full-time law enforcement officers of the County are required by statute to contribute 5% and 6%, respectively, of their salary to the Employees' Retirement System. For Tier 2 employees and full-time law enforcement officers, the contribution rate is 6% and 7%, respectively, of their salary. The County is required to contribute the remaining amounts necessary to fund the actuarially determined contributions to ensure sufficient assets will be available to pay benefits when due. The County's contribution rate for the year ended September 30, 2014 was 11.11% for Tier 1 employees and 8.81% for Tier 2 employees, based on the actuarial valuation performed as of September 30, 2012. The County's contribution rates for Tier 1 and Tier 2 employees for the year ending September 30, 2015 did not change.

The independent actuary employed by Retirement Systems of Alabama calculates total employer contributions to liquidate any unfunded accrued liability over a period of not more than 20 years. The next actuarial evaluation of the accrued liability respecting the County will be prepared on the basis of revised actuarial assumptions. Consequently, the contribution rates set forth above may be adjusted either upward or downward.

The Employees' Retirement System does not undertake to fund the retirement plans of participating local governmental units. The Employee's Retirement System acts only in an administrative capacity, and then only upon the election of the local governmental units. The statute permitting such election provides that "[t]he retirement system shall not be liable for the payment of any pensions or other benefits on account of the employees or pensioners of any employer under this section, for which reserves have not been previously created from funds contributed by such employer or its employees for such benefits." The statute further provides that the agreement of a local government to contribute to the Employees' Retirement System on account of its employees is irrevocable, but should it become financially unable to make the normal contribution, administrative charge and accrued liability contribution, the County would be deemed to be in default under the Employees' Retirement System.

In the event any participating local government elects to withdraw from the Employees' Retirement System by mutual agreement with employees, the statute provides that the rights and privileges of existing beneficiaries shall not, as a result of such withdrawal, be diminished or impaired. Upon any such withdrawal, the statute requires the actuary to certify to the local government the actuarial determination of the reserves necessary to provide existing benefits and provides that the local government shall agree to appropriate such amounts as may be necessary to maintain existing benefits.

The County's annual pension cost of $3,325,971 for the year ended September 30, 2013 was equal to the County's required and actual contributions.

THREE-YEAR TREND INFORMATION

FISCAL YEAR ENDED	ANNUAL PENSION COST (APC)	PERCENTAGE OF APC CONTRIBUTED	NET PENSION OBLIGATION
September 30, 2013	$3,325,971	100.00%	$ 0
September 30, 2012	3,365,588	100.00%	0
September 30, 2011	3,805,672	100.00%	0

As of September 30, 2012, the most recent actuarial valuation date, the plan was 74.6% funded. The actuarial accrued liability for benefits was $125,213,925 and the actuarial value of assets was $93,362,975, resulting in an unfunded actuarial accrued liability of $31,850,950. The covered payroll (annual payroll of active employees covered by the plan) was $29,532,974, and the ratio of unfunded actuarial accrued liability to the covered payroll was 107.8%.

The schedule of funding progress below presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

SCHEDULE OF FUNDING PROGRESS OF THE COUNTY'S DEFINED BENEFIT PENSION PLAN

ACTUARIAL VALUATION DATE September 30	(a) ACTUARIAL VALUE OF ASSETS*	(b)[1] ENTRY AGE ACTUARIAL ACCRUED LIABILITY	(b-a) UNFUNDED ACTUARIAL ACCRUED LIABILITY (UAAL)	(a/b) FUNDED RATIO	(c) ANNUAL COVERED PAYROLL	(b-a)/c UAAL AS A PERCENTAGE OF COVERED PAYROLL
2010[2]	$87,450,070	$126,587,369	$39,137,299	69.1%	$33,767,280	115.9%
2011[3]	$90,038,333	$127,760,577	$37,722,244	70.5%	$31,316,238	120.5%
2012[4]	$93,362,975	$125,213,925	$31,850,950	74.6%	$29,532,974	107.8%

[1] Reflects liability cost of living benefit increases granted on or after October 1, 1978.
[2] Reflects the impact of Act Number 2011-27, Acts of Alabama, which closes the DROP program to new applicants after March 24, 2011.
[3] Reflects changes in actuarial assumptions.
[4] Reflects changes to interest smoothing methodology.
* The actuarial value of assets was set equal to the market value of assets as of September 30, 2012.

Other Post Employment Benefits

In addition to the pension benefits described above, the County provides a single-employer defined benefit medical and life insurance plan for eligible retirees and their spouses. The medical insurance plan covers both active and retired members. Sections 11-91-1 through 11-91-8 of the Code of Alabama, 1975, as amended, give authority to the County to establish and amend benefit provisions. The plan does not issue a stand-alone financial report. The County's contributions were on a pay-as-you-go basis as of September 30, 2014.

In accordance with Act Number 630, Acts of Alabama 1975, the County contributes $565 towards the cost of current-year premiums for eligible retirees' medical insurance premiums. For fiscal year 2014, the County contributed $2,460,010 to cover approximately 380 participants. Plan members receiving benefits contribute $225 for family coverage costs and $50 for single coverage costs. For fiscal year 2014, total retired member contributions were $374,533.

In accordance with Act Number 86-199, Acts of Alabama, retired employees may elect to participate in a life insurance plan. The County pays $3 per $1,000 of salary per year of benefit obligation of retirees. The County's expenditures for retiree's life insurance for the year ending September 30, 2014, to cover approximately 442 participants, totaled $75,000.

For fiscal year 2013, the County's annual other postemployment benefit ("OPEB") cost for medical and life insurance was $5,641,957. The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2013 is as follows:

THREE-YEAR TREND INFORMATION (OPEB)

Fiscal Year Ended September 30	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
2013	$5,641,957	39.95%	$18,656,264
2012	$5,641,957	47.01%	$15,021,275
2011	$5,280,281	35.28%	$12,031,656

The County implemented GASB Statement Number 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions* in 2009. As a result, the County has recognized a net other postemployment benefit (OPEB) liability of $15 million through September 30, 2012.

The County is self-insured for employee and retiree health costs, with the County funding approximately 80% of the total cost. In 2008 the County began operation of an On-site Healthcare Clinic for County employees and their dependents. In 2009 the clinic was also made available to County retirees and their dependents. The City of Montgomery and the Montgomery Water Works and Sewer Board have partnered with the County and an additional clinic was opened in 2010. The clinic is expected to reduce costs by providing health services normally provided by private care physicians. The use of the clinics is completely voluntary. The County portion of health insurance was budgeted at an increase of 7% for fiscal year 2014 and another 7% increase budgeted for 2015. Employee contribution rates increased approximately 5% to 12% depending on coverage, as of October 1, 2014.

DEBT MANAGEMENT

General

The principal forms of indebtedness that the County is authorized to incur include general obligation bonds, general obligation warrants, general obligation bond anticipation notes, special or limited obligation warrants, various revenue anticipation bonds, and warrants relating to enterprises. In addition, the County has the power to enter into certain leases which constitute a charge upon the general credit of the County. Under existing law, the County may issue general obligation bonds only after a favorable vote of the County electorate. General and special obligation warrants issued for certain specified purposes may be issued without voter approval. Existing statutes also permit the County, without the approval of the electorate, to enter into certain financing lease arrangements with county public building authorities with respect to needed buildings and facilities.

The County Financial Control Act, enacted in 1935 in an effort to put Alabama counties on a "pay-as-you-go" basis, generally prohibits the issuance of warrants by counties unless at the time of such issuance funds are available for their payment. This Act has, however, been judicially construed not to apply to long-term warrants payable solely out of a county's share of the state gasoline tax nor to certain special or limited obligation county warrants issued for certain capital purposes. In addition, Section 11-28-2 of the Code of Alabama (1975), as amended, and the various statutes authorizing Alabama counties to issue general and special obligation warrants for certain special capital and other similar purposes, expressly negate the application of the County Financial Control Act to such warrants. With certain narrow exceptions, however, Alabama counties may not incur long-term debt for payment of current operating expenses, and the County Financial Control Act has the practical effect of prohibiting deficit financing for current operations.

The County has never defaulted in the payment of debt service on its bonds, warrants or other funded indebtedness, nor has the County ever refunded any funded indebtedness for the purpose of preventing or avoiding such a default.

Outstanding Indebtedness

Long-Term Indebtedness. The County will have the following long-term indebtedness outstanding as of the date of issuance of the Series 2015 Warrants:

General Obligation Warrants, Series 2007 (the "Series 2007 Warrants")	$ 9,845,000
General Obligation Warrants, Series 2010-A (the "Series 2010-A Warrants")	10,465,000
General Obligation Warrant (Energy Conservation Project), Series 2012 (the "Series 2012 Energy Warrant")	3,968,232
General Obligation Warrant (Energy Conservation Project), Series 2014 (the "Series 2014 Energy Warrant")	4,350,986
General Obligation Warrant, Series 2015 (the "Series 2015 School Warrant")	15,980,000
General Obligation Refunding Warrants, Series 2015	22,505,000
TOTAL	**$67,114,218**

The County, the City of Montgomery (the "City") and the Montgomery County Board of Education have entered into an Agreement for Construction of Schools dated April 7, 1997 (the "County Funding Commitment"), in which the County agreed to pay 15.84% of the total debt service on the City's $30,000,000 principal amount of General Obligation Warrants, Series 1997 (the "Series 1997 Warrants"). The City has issued its $26,035,000 General Obligation Refunding Warrants, Series 2005-B (the "Series 2005-B Warrants") to advance refund the Series 1997 Warrants. The County shared in the debt service savings from the refunding of the Series 1997 Warrants and is now obligated to pay 15.84% of the total debt service on the Series 2005-B Warrants. The County Funding Commitment was outstanding as of May 1, 2015 in the amount of $1,132,560.

The Montgomery County Public Building Authority (the "Authority") has issued its Revenue Warrants, Series 2006 (the "Series 2006 Authority Warrants") in the original principal amount of $73,280,000 for the purpose of acquiring, constructing, equipping, installing and renovating certain of the County's detention and office facilities for lease to the County on a year-to-year basis with successive annual options for the County to renew. The Authority subsequently issued its $7,655,000 Revenue Refunding Warrants, Series 2012 (the "Series 2012 Authority Warrants"), its $38,920,000 Revenue Refunding Warrants, Series 2014 (the "Series 2014 Authority Warrants"), and its $14,145,000 Revenue Refunding Warrants, Series 2015 (the "Series 2015 Authority Warrants" and collectively referred to herein with the Series 2006 Authority Warrants, the Series 2012 Authority Warrants, Series 2014 Authority Warrants as the "Authority Warrants"), all for the purpose of refunding, in part, the Series 2006 Authority Warrants. The County is obligated to make lease payments with respect to the Authority Warrants from its general revenues during each year in which the lease with respect to the Authority Warrants is in effect (the "County Lease Obligation"). Although the lease is subject to annual termination and the payments thereunder do not constitute a charge against the County's constitutional debt limit under the Alabama Constitution of 1901, the County has entered into covenants that effectively obligate it not to terminate the lease. Therefore, any analysis of the existing debt obligations of the County should consider the debt service on the Authority's warrants to be the debt of the County.

The County allows employees to accrue annual leave, sick leave and compensatory leave subject to certain limits. Upon separation or retirement, employees are entitled to payment for accrued annual, sick and compensatory leave. As of September 30, 2014, the County's estimated liability for accrued annual, sick and compensatory leave was approximately $6,902,666 (unaudited).

After issuance of the Series 2015 Warrants, the only indebtedness of the County that will be payable from its general revenues will be the un-refunded Series 2007 Warrants, the Series 2010-A Warrants, the Series 2012 Energy Warrant, Series 2014 Energy Warrant, the County Funding Commitment, the County Lease Obligation, the Series 2015 School Warrant and the Series 2015 Warrants. The total debt service obligation of the County with respect to its indebtedness that will be payable from its general revenues will be as follows:

Fiscal Year Ending 9/30	Series 2007 Warrants	Series 2010-A Warrants	County Funding Commitment	County Lease Obligation	Series 2012 and 2014 Energy Warrants	Series 2015 School Warrant	Series 2015 Warrants	Aggregate Debt Service
2015	$ 235,689	$ 1,251,800	$ 407,797	$ 4,600,728	$ 820,495	$ 1,058,257	$ -	$ 8,374,766
2016	2,567,629	1,248,400	405,443	4,861,185	803,431	1,060,400	1,031,533	11,978,021
2017	2,562,504	1,250,150	405,264	4,863,523	800,154	1,062,600	1,039,175	11,983,370
2018	763,004	1,349,500	406,216	4,475,060	793,023	1,060,600	3,156,650	12,004,053
2019	763,191	1,355,375	-	4,861,135	794,390	1,058,300	3,161,850	11,994,241
2020	759,391	1,315,500	-	4,904,150	791,629	1,061,500	3,157,600	11,989,770
2021	764,154	1,333,875	-	4,885,259	788,127	1,059,500	3,160,000	11,990,915
2022	537,388	2,543,250	-	4,883,759	784,864	1,061,500	2,228,750	12,039,511
2023	539,618	2,547,125	-	4,886,368	781,509	1,062,250	2,231,125	12,047,995
2024	536,619	-	-	7,433,815	778,267	1,061,750	2,234,125	12,044,576
2025	541,375	-	-	7,431,660	774,517	1,060,000	2,232,625	12,040,177
2026	538,125	-	-	7,430,160	770,874	1,062,000	2,231,500	12,032,659
2027	538,750	-	-	7,429,835	767,129	1,059,300	2,230,500	12,025,514
2028	538,125	-	-	7,425,823	364,767	1,061,150	2,229,375	11,619,240
2029	-	-	-	6,120,910	364,950	1,059,900	-	7,545,760
2030	-	-	-	6,125,148	-	1,062,150	-	7,187,298
2031	-	-	-	6,125,268	-	1,062,650	-	7,187,918
2032	-	-	-	-	-	1,061,400	-	1,061,400
2033	-	-	-	-	-	1,058,400	-	1,058,400
2034	-	-	-	-	-	1,055,575	-	1,055,575
2035	-	-	-	-	-	1,061,875	-	1,061,875
2036	-	-	-	-	-	1,058,869	-	1,058,869
2037	-	-	-	-	-	1,059,319	-	1,059,319
2038	-	-	-	-	-	1,057,975	-	1,057,975
2039	-	-	-	-	-	1,059,975	-	1,059,975
2040	-	-	-	-	-	-	-	-
Total	$ 12,185,562	$ 14,194,975	$ 1,624,720	$ 98,743,786	$ 10,978,126	$ 26,507,195	$ 30,324,808	$ 194,559,172

Authorized But Unissued Debt

The County has no authorized but unissued debt outstanding.

Derivatives Transactions

The County is not a party to any outstanding derivatives transactions.

Constitutional Debt Limit

The Constitution of Alabama of 1901 provides that the County's constitutional debt limit is an amount equal to 5% of the assessed value of the taxable property located within the County. Under existing law, the amount of any indebtedness chargeable against the constitutional debt limit is reduced by the amount of any escrow or sinking fund held for the payment of such indebtedness. Indebtedness chargeable against the constitutional debt limit does not include obligations payable solely from the revenues derived from a project that was acquired with the proceeds of such obligations. The indebtedness evidenced by the County Funding Commitment, the Series 2007 Warrants, the Series 2010-A Warrants, the Series 2012 Energy Warrant, the Series 2014 Energy Warrant, the Series 2015 School Warrant, and the Series 2015 Warrants is chargeable against the constitutional debt limit of the County. Certain obligations payable solely out of current revenues during each fiscal year (including the County Lease Obligation) are not chargeable against the constitutional debt limit.

The following table shows the County's legal debt margin following the issuance of the Series 2015 Warrants:

Assessed value of taxable property (as of September 30, 2014), excluding motor vehicles	$2,653,848,342
Debt limit (5 % of assessed value):	132,692,417
Total outstanding indebtedness chargeable against the debt limit: (1)	68,246,778
LEGAL DEBT MARGIN	$ 64,445,639

(1) Includes the outstanding principal amount of the Series 2007 Warrants, the Series 2010-A Warrants, the Series 2012 Energy Warrant, the Series 2014 Energy Warrant, the Series 2015 School Warrant, the Series 2015 Warrants, and the County Funding Commitment.

Amendment No. 772 to the Constitution of Alabama authorizes the counties and municipalities within the State to use public funds for certain purposes intended to further the economic development of such political subdivisions. Amendment No. 772 authorizes any county or municipality to (i) acquire real property, buildings, plants, factories, facilities, machinery and equipment of any kind and to improve and develop such properties for use as sites for industry of any kind or as industrial parks, (ii) lease, sell, grant, exchange or otherwise convey all or any part of any real property, buildings, plants, factories, facilities, machinery and equipment or any industrial park project to any individual, firm, corporation or other entity, public or private, for the purpose of constructing, developing, equipping and operating industrial, commercial, research or service facilities of any kind or (iii) lend its credit to, or grant public funds and things of value for the benefit of, any individual, firm, corporation or other entity, public or private, for the purpose of promoting the economic and industrial development of such political subdivision.

Amendment No. 772 also authorizes counties and municipalities to issue bonds, warrants, notes and other evidences of indebtedness and to use the proceeds thereof in furtherance of the powers discussed in the paragraph immediately above, subject to the limitation that the aggregate principal amount of obligations issued for such purposes may not exceed fifty percent (50%) of the assessed value of taxable property in such county or municipality. Amendment No. 772 provides that the bonds, warrants, notes or other evidences of indebtedness may be secured by the full faith and credit of the issuer or may be limited as to the source of payment.

The issuance of bonds, warrants, notes and other evidences of indebtedness pursuant to Amendment No. 772 is not subject to the County's five percent constitutional debt limit (discussed above). In addition, obligations issued pursuant to Amendment No. 772 are not taken into account in determining the County's compliance with the five percent constitutional debt limit applicable to obligations that are not issued for economic development purposes pursuant to Amendment No. 772.

AD VALOREM TAXES

General

The levy and collection of ad valorem taxes in Alabama are subject to the Alabama Constitution, which, among other things, fixes the percentages of market value at which property can be assessed for taxation, limits the tax rates that can be levied against property and places a ceiling on the aggregate ad valorem taxes that can be levied by all taxing authorities on any property in any tax year. The amount of an ad valorem tax in Alabama is computed by multiplying the applicable tax rate by the assessed value of the taxable property. The assessed value of taxable property is a specified percentage (the "assessment ratio") of its fair and reasonable market value or, in certain circumstances, its current use value. Ad valorem tax rates are stated in terms of mills per dollar of assessed value. Each mill represents a tax equal to one-tenth of one percent of the assessed value of such property.

Classification of Taxable Property

Amendment No. 373 to the Alabama Constitution divides all taxable property into the following four classes valued for taxation according to the assessment ratios shown below:

Class I	All property owned by utilities	30%
Class II	All property not otherwise classified	20%
Class III	All agricultural, forest and single-family, owner-occupied residential property and historic buildings and sites	10%
Class IV	Private passenger automobiles and pickup trucks owned and operated by an individual for personal or private use	15%

Amendment No. 373 permits the owner of Class III property to elect to have such property appraised at its "current use value" rather than its "fair and reasonable market value." "Current use value" has been defined statutorily as the value of such property based on the use being made of it on December 1 of the preceding year, without taking into consideration the prospective value such property might have it if were put to some other possible use.

Assessment Ratio Adjustment

The Alabama Legislature has no power to adjust assessment ratios pertaining to local (as distinguished from state) taxes but does have the power to approve or disapprove an adjustment proposed by a local taxing authority. The governing body of any county, municipality or other local taxing authority may increase or decrease the assessment ratio with respect to any class of property subject to the following conditions: (i) the governing body of such county, municipality or other taxing authority must hold a public hearing on the proposed adjustment before authorizing the adjustment, (ii) the Legislature must adopt an act approving the adjustment, and (iii) a majority of the electors of such county, municipality or other taxing authority must approve the adjustment in a special election. In addition, the Legislature has placed the following restrictions on the adjustment of assessment ratios:

(1) If the total assessed value of all property of a single class located within a taxing authority's jurisdiction exceeds 50% of the total assessed value of all taxable property located within the jurisdiction of such authority, then the assessment ratio with respect to that class of property may be decreased by no more than 5% from the ratio otherwise prescribed for such class;

(2) If the total assessed value of all properties of a single class located within the jurisdiction of a local taxing authority is less than 20% of the total assessed value of all taxable property located within such jurisdiction, then the assessment ratio with respect to that class of property may be increased by no more than 5% from the ratio otherwise prescribed for such class; and

(3) If the total assessed value of all property of a single class located within the jurisdiction of a local taxing authority exceeds 75% of the total assessed value of all taxable property located within such jurisdiction, then (i) the assessment ratio with respect to that class of property may be decreased by no more than 5% from the ratio otherwise prescribed for such class, and (ii) the prospective assessment ratio for all other classes of property may be increased by no more than 5% from the ratio otherwise prescribed for such classes.

The governing body of the County has not sought to adjust the assessment ratio applicable to any class of taxable property nor does the County have any present plan for any such adjustment.

Rate Adjustments

Amendment No. 373 authorizes any county, municipality or other local taxing authority to decrease any ad valorem tax at any time, provided that such decrease does not jeopardize the payment of any bonded indebtedness secured by such tax. Amendment No. 373 also permits a county, municipality or other local taxing authority to increase the rate at which any ad valorem tax is levied, but only if (i) the governing body of such county, municipality or other taxing authority holds a public hearing on the proposed increase before authorizing the increase, (ii) the Legislature adopts an act approving the increase, and (iii) a majority of the electors of such county, municipality or other taxing authority subsequently approves the increase in a special election.

Ceiling on Ad Valorem Taxes

Amendment No. 373 also limits the total amount of state, county, municipal and other ad valorem taxes that may be imposed on any class of property in any one tax year. This limitation is expressed in terms of a specific percentage of the fair and reasonable market value of such property. The applicable percentages to the four classes of property are as follows:

Class I	2%
Class II	1-1/2%
Class III	1%
Class IV	1-1/4%

If the total amount of tax otherwise payable with respect to a class of property would exceed the maximum tax limit, the millage rate of each separate tax to which such property is subject must be reduced in the same proportion that the millage levied by or for the benefit of each taxing authority bears to the total millage levied by or for the benefit of all applicable taxing authorities. This provision becomes operative as to the several classes of property only if the total tax rate exceeds the following:

Class I	-	66 2/3 mills
Class II	-	75 mills
Class III	-	100 mills
Class IV	-	83 1/3 mills

Ad Valorem Tax Rates

Ad valorem taxes on property in the jurisdiction of the County are currently levied at the following rates:

Taxing Authority	Mills
State of Alabama:	
Public School	3.0
Soldier	1.0
General Fund	2.5
Montgomery County:	
General Fund	5.0
Road and Bridge	2.5
Fire Protection (outside the City of Montgomery)	5.0
School	
County-wide	3.5
District	6.5
Total millage (State and County) of ad valorem taxes levied in that portion of Montgomery County within the corporate limits of the City of Montgomery	24.0
Total millage (State and County) of ad valorem taxes levied in that portion of Montgomery County outside the corporate limits of the City of Montgomery	29.0

Source: Alabama Department of Revenue.

In addition to the statewide, countywide and special school district ad valorem taxes listed above, the following municipalities in the County levy ad valorem taxes on property within their corporate limits at the following rates:

Municipality	Mills
Montgomery	12.5
Pike Road	21.0

Source: Alabama Department of Revenue.

Assessment and Collection

Ad valorem taxes on taxable property within the County are required to be collected by the Montgomery County Revenue Commissioner. Collections of ad valorem taxes have never been less than 95% of the total amount levied during the last five (5) fiscal years. All property is re-assessed annually for ad valorem tax purposes. Ad valorem taxes are due and payable on October 1 following the October 1 as of which they are assessed, and they become delinquent on and after the following December 31.

Ad Valorem Tax Assessed Value

The following table sets forth the assessed value of taxable property in the County for the fiscal years ended September 30, 2010 through 2014:

Tax Year Ended September 30	Assessed Value of Real and Personal Property	Assessed Value of Motor Vehicles	Total Assessed Value
2014	$2,328,694,702	$325,153,640	$2,653,848,342
2013	2,334,752,912	331,058,460	2,665,811,372
2012	2,358,736,680	312,720,060	2,671,456,740
2011	2,377,210,290	289,675,708	2,666,885,998
2010	2,447,234,700	272,577,640	2,719,812,340

Source: Montgomery County Revenue Commissioner and Judge of Probate.

Largest Ad Valorem Taxpayers of the County

Listed below are the ten largest ad valorem taxpayers in the County on the basis of total county ad valorem taxes paid during the tax year ended September 30, 2014, on property located within the County:

Taxpayer	Total Assessed Value	Total County Ad Valorem Taxes Paid
Alabama Power Company	$ 80,052,680	$ 2,800,976
Hyundai/2002 Abatement*	111,556,960	1,450,240
Hyundai Motor Manufacturing*	73,581,140	957,809
Hyundai Motor Manufacturing Alabama, LLC*	16,547,920	603,999
Bellsouth Telecommunications, LLC	15,615,400	553,233
CSX Transportation, Inc.	14,912,480	483,746
MOBIS Alabama, LLC	21,348,680	388,443
NP/I&G Eastchase Property Owner, LLC	10,616,640	387,507
Dixie Electric Cooperative	11,764,020	348,762
Wal-Mart Real Estate Business Trust	9,517,280	347,381
	$ 365,513,200	$ 8,322,097

*Collections from Hyundai reflect the impact of certain abatements of ad valorem taxes except those for school purposes.
Source: Montgomery County Revenue Commissioner.

SALES AND USE TAXES

General

The County levies and collects a privilege or license tax, commonly called a sales tax, against persons, firms or corporations engaged in the business of selling at retail, or otherwise consuming, any tangible personal property within the County. The County also levies a use tax on tangible personal property brought into the County for storage, usage or consumption in the County where no tax was collected on the initial sale. The sales and use taxes are levied pursuant to a local act applicable to the County.

The County levies sales and use taxes generally at a rate of 2.5%. The sales and use tax rates applicable to agricultural machinery, manufacturing machinery and automobiles are 0.33%. The sales tax rate applicable to vending machines is 1.25%. Of the 2.5% sales and use taxes levied by the County, 1% is levied exclusively for the Montgomery County Public Schools, and the other 1.5% is levied for general County purposes. The Montgomery County Public School's share of the sales and use tax proceeds is for the Montgomery Public Schools and is not reflected in the County's financial statements or in the historical sales and use tax collections under the heading "FINANCIAL INFORMATION" herein.

Since the State of Alabama levies sales and use taxes at the rate of 4%, the effective rate of all such taxes in the County is 6.5%, except for (i) that portion of the County which is within the taxing jurisdiction of the City of Montgomery (which levies sales and use taxes generally at a rate of 3.5%), in which area the total rate is 10% (except with respect to sales of certain specified types of personal property where the effective total rate is less) and (ii) that portion of the County which is within the taxing jurisdiction of the Town of Pike Road (which levies sales and use taxes generally at a rate of 2.25%), in which area the total rate is 8.75% (except with respect to sales of certain specified types of personal property where the effective total rate is less).

The County resolution levying the sales and use taxes incorporates by reference the exemptions and regulations under the statewide sales and use tax act. The County sales and use taxes are collected monthly by the County. Under applicable judicial precedents, such taxes may not be levied at rates that are confiscatory or unreasonable.

ECONOMIC AND DEMOGRAPHIC INFORMATION

Geographical

The County is located in central Alabama at the intersection of Interstate Highway 85 (east and west) and Interstate Highway 65 (north and south). Montgomery is 164 miles southwest of Atlanta, 92 miles south of Birmingham, and 155 miles north of Mobile and the Gulf of Mexico. Approximately one-third of the population of the United States lives within a 600-mile radius of Montgomery.

The City of Montgomery, located within the County, is the Capital of the State of Alabama and the seat of County government. The City of Montgomery makes up 17.9% of the County's land area, but contains approximately 89% of the residents of the County. With a population of over 200,000, Montgomery is the second largest city in the State.

In 2002, the County was selected by Hyundai Motor Company as the location for its first United States auto assembly plant. The plant cost approximately $1.7 billion to acquire and construct and contains approximately 2 million square feet of space, situated on approximately 1,744 acres of land, and includes a stamping facility, a paint shop, a vehicle assembly shop, a two-mile test track and an engine shop. In 2005, the auto assembly plant began production of automobiles. At full operation, the Hyundai plant is capable of producing approximately 350,000 automobiles annually. Both the Hyundai Sonata and the Hyundai Santa Fe sport utility vehicle are produced at the assembly plant.

In addition to the location and construction of the assembly plant, over 20 new Tier 1 and Tier 2 suppliers have located automobile operations in the Montgomery MSA in order to supply the needs of the plant. Of these suppliers, one is located within the City of Montgomery.

Population

The population of the County and the City of Montgomery since 1960 is shown in the following table:

Historical Population Counts

Year	County	City of Montgomery
1960	169,210	134,394
1970	167,790	133,386
1980	197,038	177,857
1990	209,085	187,106
2000	223,510	201,568
2010	229,363	205,764
2014*	226,189	200,418

* Estimated; U.S. Census Bureau, 2014 Population Estimates.
Source: United States Census Bureau.

Employment Statistics

A comparison of the County's unemployment rate with that of the State of Alabama and the United States for the last five calendar years is as follows:

Comparative Unemployment Rates

	2014	2013	2012	2011	2010	2009	2008
Montgomery MSA	6.7%	6.6%	7.5%	8.8%	8.9%	9.3%	5.1%
Montgomery County	6.9%	6.9	7.7	9.1	9.1	9.3	5.2
State of Alabama	6.8%	6.5	7.3	8.7	9.3	9.8	5.0
United States	6.2%	7.4	8.1	8.9	9.6	9.3	5.8

Source: Alabama Department of Industrial Relations. Not seasonally adjusted.

Income Levels

Per Capita Personal Income. Per capita personal income is the total income of all families and individuals in an area divided by the total population of the area. Per capita personal income in Montgomery County, the Montgomery Metropolitan Statistical Area (a geographic area made up of Montgomery County, Autauga County, Elmore County and Lowndes County; herein the "Montgomery MSA") the State of Alabama and the United States is shown below for the years indicated. Per capita personal income in the Montgomery MSA and the County are above average for the State of Alabama.

Per Capita Personal Income

	2013	2012	2011	2010	2009
Montgomery County	$40,169	$39,759	$38,795	$38,081	$37,967
Montgomery MSA	38,419	37,905	37,044	36,259	35,770
State of Alabama	36,481	35,926	34,929	33,905	32,930
United States	44,765	43,735	42,298	40,163	39,357

Source: United States Department of Commerce, Bureau of Economic Analysis.

Median Family Income. Median family income is the total income of all families in an area divided by the total number of families in the area. Median family income in the Montgomery MSA, the State of Alabama and the United States is shown below for the years indicated. Median family income in the Montgomery MSA has exceeded that of the State of Alabama in recent years.

Median Family Income

	2014	2013	2012	2011	2010
Montgomery MSA	$59,600	$61,500	$60,100	$59,300	$59,200
State of Alabama	54,100	53,600	55,400	54,600	54,100
United States	63,900	64,400	65,000	64,200	64,400

Source: United States Department of Housing and Urban Development.

Major Employers

The ten largest employers in the Montgomery area, their principal activity and the approximate number of employees of each are as follows:

Employer	Type of Business	Number of Employees
Maxwell-Gunter Air Force Base	Federal Government	12,280
State of Alabama	State Government	11,830
Montgomery County Board of Education	Public School System	4,524
Baptist Health Systems	Hospitals/Clinics	4,300
Hyundai Motor Manufacturing Alabama, LLC	Automotive Manufacturing	3,100
ALFA Insurance Companies	Insurance	2,568
City of Montgomery	Local Government	2,500
MOBIS Alabama, LLC	Automobile Parts Supplier	1,400
Jackson Hospital & Clinic, Inc.	Healthcare	1,300
Wind Creek Casino & Hotel Wetumpka	Casino/Hotel	1,200

Source: Montgomery Area Chamber of Commerce (2014).

Montgomery County
Employment by Industry

	Number Employed	%
Natural Resources, Mining and Construction	5,900	3.5
Manufacturing	18,200	10.7
Trade, Transportation, Warehousing and Utilities	30,100	17.5
Information	2,200	1.3
Financial Activity	7,300	4.3
Professional and Business Services	21,500	12.7
Education and Health Services	18,900	11.1
Leisure and Hospitality	15,200	9.0
Other Services	7,300	4.3
Government	43,600	25.6

Source: Montgomery Area Chamber of Commerce (2014).

Housing

The following table presents information about existing housing units in the County, the Montgomery MSA and the City of Montgomery:

Montgomery Area Housing Units

	Housing Units			Percent Change	
	2010	2000	1990	2000-2010	1990-2000
City of Montgomery	92,115	86,787	76,636	6.1%	13.2%
Montgomery County	101,641	95,437	84,525	6.5	12.9
Montgomery MSA	161,573	138,882	116,754	16.3	19.0

Source: United States Census Bureau.

Military Community

Maxwell Air Force Base, including its Gunter Annex, along with the Alabama National Guard and other Department of Defense initiatives, generates a significant annual economic impact in the Montgomery area. The area's military population includes officers and enlisted personnel stationed at Maxwell Air Force Base (herein referred to as the "MAFB") and the Gunter Annex, and those attending the many schools at MAFB that comprise the Air University.

Air University, established in 1946 at MAFB, provides diversified educational programs that affect the careers of almost every Air Force member. The Air University's mission is to conduct continuing education for officers, enlisted personnel and civilians to prepare them for command, staff, leadership and management responsibilities. Air University also provides specialized education to meet Air Force requirements in scientific, technological, managerial and other professional areas. Air University is also responsible for research in many areas of aerospace and flight technology. Not only does Air University reach throughout the United States Air Force, but it also provides professional education to leaders of America's allies, and its students come from locations throughout the world.

Transportation

Air Transportation. Montgomery Regional Airport (Dannelly Field) provides service to Atlanta, Cincinnati, Memphis, Charlotte and Houston. Delta Connection, US Air Express and American Eagle serve Dannelly Field.

Railroad. The County is served by CSX Transportation. This railroad and its connections serve all parts of the South and connect the County with all other sections of the United States.

River. The Alabama River was opened to barge traffic from Montgomery to Mobile in 1972 when the last of three locks and dams was completed. This 350 mile waterway now carries more than 2 million tons of freight annually. The Alabama State Docks Department, an agency of the State of Alabama, operates and maintains a public inland grain terminal and dock in Montgomery. The Alabama State Docks in Montgomery maintains a public dock with 100-ton capacity inside a protected barge turning basin.

Miscellaneous. The County is served by more than two dozen motor freight lines and two interstate bus lines. The County is served by a network of highways, including U.S. Interstate Highways 65 and 85, and U. S. Highways 31, 80, 82, 231 and 331, connecting the County with all parts of the State and nation.

Education

Primary and Secondary. Primary and secondary education in both the County and in the City of Montgomery is administered by the Board of Education of Montgomery County. The Montgomery County Public School System is the largest fully accredited school system in the State of Alabama.

The Montgomery County Board of Education operates 64 schools, consisting of four senior high schools, eight middle and junior high schools, 30 elementary schools, nine magnet schools, two alternative schools and one special education center. Approximately 31,470 students are enrolled in the County school system and approximately 3,940 faculty and support personnel are employed by the Montgomery County Board of Education. There are also located in the County several church-related private schools and two secular college preparatory schools.

Higher Education. The County serves as the home to several post-secondary educational institutions with more than 22,000 students enrolled at eight institutions. These universities and colleges are Amridge University, Auburn University at Montgomery, Alabama State University, Troy University (Montgomery Campus), Faulkner University (including the Jones School of Law), Southern Christian University, Huntingdon College, South College and Trenholm State Technical College.

Comparative Educational Attainment. The following table compares the educational attainment of persons age twenty-five or older in Montgomery County, the State of Alabama and the United States:

Comparative Educational Attainment

	High School Graduate or Higher	Bachelor's Degree or Higher
Montgomery County	84.7%	30.5%
State of Alabama	81.4	21.7
United States	85.0	27.9

Source: United States Census Bureau, 2010 Census.

Healthcare

The hospitals located in the County offer comprehensive health care facilities and services, and specialized medical care is available to meet the growing and changing needs of the County and the surrounding service area. There are three acute care hospitals located in Montgomery: Baptist Medical Center East (located adjacent to Auburn University at Montgomery); Baptist Medical Center South located on South Boulevard; and Jackson Hospital, located near downtown, adjacent to I-85.

LITIGATION

There is not now pending or threatened any litigation restraining, enjoining or in any manner questioning or affecting: the creation, organization or existence of the County; the title of the present members of the County Commission or other officers of the County to their respective offices; the validity of the Series 2015 Warrants; or the proceedings and authority under which the Series 2015 Warrants will be issued.

Recent court decisions have substantially eroded the immunity from tort liability formerly enjoyed by local governmental units in Alabama; however, Chapter 93 of Title 11 of the Code of Alabama (1975), as amended, now prescribes certain limits on the liability of local governmental units for bodily injury or death and for damage or loss of property. The limits are presently $100,000 in the case of bodily injury or death of one person in any single occurrence, $300,000 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence, and $100,000 for damage or loss of property arising out of any single occurrence. The Alabama Supreme Court has held that the limitations prescribed by Chapter 93 of Title 11 are constitutional.

The County is a defendant in several suits and has been notified of various claims against it arising from matters relating to the normal operations of a municipality. The County believes that any liability resulting from these suits and claims will be covered by the County's liability insurance, or by other funds of the County, which will be available to discharge such liability, without impairing its ability to perform any of its other obligations.

Local governmental units throughout the country increasingly have been subjected to lawsuits – many of which claim damages in large amounts – for alleged denials of civil rights under the provisions of Section 1983 of Title 42 of the United States Code. While the question is not free from doubt, it should be assumed that existing Alabama statutory limitations on liability for personal injury would not serve to limit liability under Section 1983.

WARRANTHOLDER RISK FACTORS

An investment in the Series 2015 Warrants involves certain risks which should be carefully considered by investors. Prospective investors should carefully examine this Official Statement and their own financial condition in order to make a judgment as to their ability to bear the economic risk of such an investment and whether or not the Series 2015 Warrants are an appropriate investment for them. The sufficiency of revenues to pay debt service on the Series 2015 Warrants may be affected by events and conditions relating to, among other things, legislation, population and employment trends and economic conditions in the County, and the issuance of additional general obligation indebtedness or other indebtedness secured by a specific pledge of taxes, the nature and extent of which are not presently determinable. There can be no assurance that the general funds of the County will be adequate to pay the principal of and interest on the Series 2015 Warrants as they mature and come due.

Holders of the Series 2015 Warrants should be aware that their rights and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases, including the law-imposed obligation that the County must first use its taxes and other revenues to pay necessary and legitimate governmental expenses before paying debt service on the Series 2015 Warrants. See "SOURCES OF PAYMENT AND SECURITY" and "UNITED STATES BANKRUPTCY CODE" herein. No mortgage, lien or security interest is granted in any property or assets of the County, nor in any funds held or to be held under the Warrant Resolution.

There is no limitation contained in the Warrant Resolution to prevent the County from issuing additional general obligation indebtedness payable from the revenues of the County for which the full faith and credit of the County are irrevocably pledged, nor is there any limitation in the Warrant Resolution to prevent the County from issuing indebtedness payable from a specific pledge of taxes or revenues.

UNITED STATES BANKRUPTCY CODE

The United States Bankruptcy Code permits political subdivisions and public agencies or instrumentalities that are insolvent or unable to meet their debts to file petitions for relief in the Federal bankruptcy courts. Prospective purchasers of the Series 2015 Warrants should assume Alabama law presently authorizes the County and other incorporated municipalities in Alabama to file such petitions for relief.

Bankruptcy proceedings by the County could have adverse effects on holders of the Series 2015 Warrants, including (i) delay in the enforcement of their remedies, (ii) subordination of their claims to the claims of those supplying goods and services to the County after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (iii) imposition without their consent of a reorganization plan reducing or delaying payment on the Series 2015 Warrants. Such a reorganization plan, when confirmed by the bankruptcy court, binds all creditors who had timely notice or actual knowledge of the petition or plan and discharges all claims against the petitioning political subdivision provided for in the plan. However, no plan may be confirmed by the court unless, among other conditions, either the plan has been accepted in writing by two-thirds (2/3rds) in amount and more than 50% in number of the allowed claims of each class which is impaired by the plan, or the court finds that the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims that is impaired under, and has not accepted, the plan.

LEGAL MATTERS

The legality and validity of the Series 2015 Warrants will be approved by Gilpin Givhan, PC, Montgomery, Alabama, Bond Counsel. Certain legal matters will be passed upon on behalf of the County by its counsel, Haskell Slaughter & Gallion, LLC, Montgomery, Alabama. Bond Counsel has been employed primarily for the purpose of preparing certain legal documents and supporting certificates, reviewing the transcripts of proceedings by which the Series 2015 Warrants have been authorized to be issued, and rendering opinions in conventional form as to the validity and legality of the Series 2015 Warrants and the exemption of interest thereon from federal and Alabama income taxes. Although Bond Counsel assisted in the preparation of certain portions of this Official Statement and is of the opinion that the statements made herein under the captions "THE SERIES 2015 WARRANTS," "THE FINANCING PLAN," "TAX MATTERS" and in Appendix B hereto fairly summarize the matters herein referred to, Bond Counsel has not been requested to check or verify, has not checked or verified, and will express no opinion with respect to the adequacy, accuracy, completeness or fairness of any other information contained in this Official Statement. It is anticipated that Bond Counsel will render an opinion substantially in the form attached hereto as Appendix B with respect to the Series 2015 Warrants.

The various legal opinions to be delivered concurrently with the delivery of the Series 2015 Warrants express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

In the opinion of Bond Counsel, under existing law, interest on the Series 2015 Warrants will be excludable from gross income for federal income tax purposes if the County complies with all requirements of the *Internal Revenue Code* of 1986, as amended (the "Code"), subsequent to the issuance of the Series 2015 Warrants in order that the interest thereon be and remain excluded from gross income. Failure to comply with certain of such requirements could cause the interest on the Series 2015 Warrants to be so included in gross income, retroactive to the date of issuance of the Series 2015 Warrants. The County has covenanted to comply with all such requirements.

Bond Counsel is also of the opinion that, under existing law and subject to the foregoing conditions, interest on the Series 2015 Warrants will not be an item of tax preference for purposes of federal alternative minimum tax imposed on individuals and corporations; provided, that with respect to corporations, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.

Bond Counsel will express no opinion regarding other federal tax consequences arising with regard to the Series 2015 Warrants other than the opinions referred to in the two preceding paragraphs. The form of Bond Counsel's opinion is expected to be substantially as set forth in Appendix B to this Official Statement.

Prospective purchasers of the Series 2015 Warrants should be aware that (i) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the Series 2015 Warrants, (ii) interest on the Series 2015 Warrants earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iii) passive investment income, including interest on the Series 2015 Warrants, may be subject to federal income taxation under Section 1375 of the Code for a Subchapter S corporation that has Subchapter C earnings and profits at the close of the taxable year at greater than 25% if the gross receipts of such Subchapter S corporation is passive investment income, and (iv) Section 86 of the Internal Revenue Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining gross income, receipts or accruals of interest on the Series 2015 Warrants. Any purchaser of the Series 2015 Warrants who might be affected by any of these provisions of the Code should consult with his own tax advisor about the effect of such provisions as applied to the purchaser.

Bond Counsel is also of the opinion that, under existing law, interest on the Series 2015 Warrants will be exempt from State of Alabama income taxation.

Original Issue Discount

The initial public offering price to be paid for certain Series 2015 Warrants (the "Original Issue Discount Obligations") is less than the principal amount thereof. Under existing law, and subject to the conditions and exceptions above, the difference between (i) the amount payable at the maturity of each Original Issue Discount Obligation, and (ii) the initial offering price to the public of such Original Issue Discount Obligation constitutes original issue discount with respect to such Original Issue Discount Obligation in the hands of any owner who has purchased such Original Issue Discount Obligation in the initial public offering of the Series 2015 Warrants. Such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Obligation equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Obligation continues to be owned by such owner. See "TAX MATTERS" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Obligation prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Obligation in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Obligation was held by such initial owner) is includable in gross income.

Original Issue Premium

The excess of the purchase price over the stated redemption price at maturity of certain Series 2015 Warrants (the "Premium Warrants"), constitutes premium thereon. For federal income tax purposes, a purchaser of a Premium Warrant must amortize any premium ratably over the term thereof using constant yield principles, based on the purchaser's yield to maturity. As such premium is so amortized, the purchaser's basis in a Premium Warrant is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon the sale or disposition thereof prior to maturity. However, no federal income tax deduction for such reduction in basis is allowed. A holder who purchases any Premium Warrant at a premium, whether at the time of initial issuance or subsequent thereto, should consult with the holder's tax advisor with respect to the federal, state or local tax consequences of the ownership of Premium Warrants.

No Bank Qualification

Any financial institution purchasing any of the Series 2015 Warrants should note that such obligations have not been designated and will not qualify as "qualified tax-exempt obligations" under Section 265(b) of the Code with respect to the deduction of interest costs attributable to carrying or purchasing the Series 2015 Warrants.

CONTINUING DISCLOSURE

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the County will agree to provide, or cause to be provided, to the MSRB with respect to the Series 2015 Warrants (i) certain financial information and operating data relating to the County on an annual basis (the "Annual Financial Information") within 180 days after the end of its fiscal year and (ii) notices ("Material Event Notices") of the occurrence of certain events within ten (10) business days of their occurrence. The Annual Financial Information will include the following:

(1) the assessed value of all taxable property within the County for the previous fiscal year;
(2) total ad valorem tax collections for the previous fiscal year;
(3) total sales and use tax collections for the previous fiscal year;
(4) a list of the outstanding principal amounts of all general obligation indebtedness of the County as of the end of the previous fiscal year;
(5) a statement of revenues, expenditures and changes in fund balances for the County's general fund for the previous fiscal year; and
(6) the County's General Fund Budget for the then current fiscal year.

If available by the filing date, the Annual Financial Information will include audited financial statements prepared in accordance with accounting principles described in the audited financial statements included in the Official Statement as an appendix, and if the audited financial statements are not available, the Annual Financial Information will depend on unaudited financial information and the County will file its unaudited financial statements with the annual report. If the County is unable to provide to the MSRB the Annual Financial Information within 180 days after the end of its fiscal year, the County shall send a failure to file notice to the MSRB, providing the reason for the failure and the anticipated resolution date, if applicable.

The Annual Financial Information is required to be filed electronically with Municipal Securities Rulemaking Board ("MSRB") as designated by the Securities and Exchange Commission and with any Alabama state information depository. Material Event Notices are required to be filed with the MSRB and any Alabama state information repository.

The list of Material Events for which notices are required to be given is as follows:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other material events affecting the tax status of the security;
(7) Modifications to rights of security holders, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Series 2015 Warrants;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership or similar events of the Obligated Person;
(13) the consummation of a merger, consolidation, or acquisition involving the Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement related to any such actions, other than pursuant to its terms, if material; and
(14) Appointment of a successor or additional trustee, the change of the name of a trustee, if material.

Continuing disclosure filings must be submitted electronically in portable document format (".pdf") to the Electronic Municipal Market Asset (EMMA) system, which may be accessed at emma.msrb.org.

A default of the County's obligations to furnish the required information is not a default on the Series 2015 Warrants. The County shall not be in default of any of its obligations to furnish the required information until ten (10) days after it has received notice from a holder of any of the Series 2015 Warrants that such default has occurred; provided, that such period shall be extended to 30 days if, upon receipt of such notice, the County has begun to comply with the provisions hereof and has taken all steps then available to it to assure compliance, but, because of circumstances beyond the County's control, it is not able to accomplish such compliance within such 10-day period.

The County shall never be subject to money damages for its failure to comply with its obligations to provide the required information. The only remedy available to the holders of the Series 2015 Warrants for breach by the County of its obligations to provide the required information shall be the remedy of specific performance or mandamus against appropriate officers of the County.

No person other than the County shall have any liability or responsibility for compliance by the County with its obligations to provide information.

The County retains the right to modify its obligations described above as long as such modification is done in a manner consistent with Rule 15c2-12 of the Securities and Exchange Commission.

Compliance with Prior Undertakings

With respect to fiscal year ended September 30, 2014, the County filed its unaudited Annual Financial Information with EMMA on December 31, 2014. During the previous five years, though publicly available, the County has failed to file its Annual Financial Information on or before the due date as required on the terms of the prior continuing disclosure undertakings entered into by it pursuant to the Rule. On April 29, 2014, the County filed its Annual Financial Information for the fiscal year ending September 30, 2013, which also contained operating data for its fiscal years ending September 30th for each of 2010 through 2012. In addition, certain notices for rating agency upgrades and downgrades of the County and notices of late filing were not posted in a timely manner.

The County, like all counties in Alabama, is required by law to be audited annually by the Alabama Department of Examiners of Public Accounts (the "Public Examiners"). The Public Examiners normally complete the County's annual audit within 12-14 months after the completion of the County's fiscal year. For each of the past 5 years, the County has been unable to post its audited financial statements on EMMA within 180 days after the end of each fiscal year. Specifically, on November 19, 2010, the County filed its audited financial statement for the fiscal year ending September 30, 2009; on January 24, 2012, the County filed its audited financial statements for the fiscal year ending September 30, 2010; on November 26, 2012, the County filed its audited financial statements for the fiscal year ending September 30, 2011;on October 1, 2013, the County filed its audited financial statements for the fiscal year ending September 30, 2012; and on January 13, 2015, the County filed its audited financial statements for the fiscal year ending September 30, 2013, all of such dates were past the date required to be filed under their respective continuing disclosure undertakings.

The audited financial statements and other information heretofore filed by the County do not include the assessed value of all taxable property within the County, the County's General Fund Budget for the then current fiscal years, or certain other information required under the terms of the prior continuing disclosure undertakings entered into by the County pursuant to the Rule, some of which undertakings are no longer in effect.

Certain outstanding indebtedness of the County has been secured by bond insurance. The ratings of the providers of such bond insurance have changed at various times and information about such downgrades was publically reported. The County did not file notices in accordance with the Rule with respect to such ratings changes.

In an effort to improve the County's continuing disclosure practices in the future, the County Commission is in the process of developing written Disclosure Controls and Procedures and has entered into a disclosure-dissemination agent agreement with Digital Assurance Certification, LLC ("DAC") to monitor the County's compliance with its undertakings. No assurance can be given that the County will invariably follow such procedures in all material respects in the event they are adopted.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Official Statement including, without limitation, statements containing the words "estimates," "believes," "anticipates," "expects," and words of similar import, constitute forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the County or other entities to which the forward-looking statements relate to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include political and economic developments, changes in law and numerous other factors that could adversely impact the County or other entities to which the forward-looking statements relate. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements. The County disclaims any obligation to update any such factors or to publicly announce the results of any revision to any of the forward-looking statements contained herein to reflect future events or developments.

UNDERWRITING

The Frazer Lanier Company Incorporated and Liberty Bank and Trust Company (First Tuskegee Capital Markets), as the Underwriters, are purchasing the Series 2015 Warrants from the County for a purchase price of $25,550,899.60 (which price reflects an original issue premium of $3,180,929.60 and Underwriters' discount of $135,030.00).

The obligations of the Underwriters to purchase the Series 2015 Warrants are subject to the terms of a Warrant Purchase Agreement entered into by the Underwriters and the County.

The initial public offering prices set forth on the inside front cover for the Series 2015 Warrants may be changed from time to time by the Underwriters without notice, and the Underwriters may offer and sell the Series 2015 Warrants to certain dealers (including dealers depositing the Series 2015 Warrants into investment trusts) and others at prices lower than the initial offering prices set forth on the inside page.

FINANCIAL ADVISOR

Public Financial Management, Inc., Huntsville, Alabama (the "Financial Advisor") is serving as financial advisor to the County in connection with the issuance of the Series 2015 Warrants. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2015 Warrants, and provided other advice to the County. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2015 Warrants. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, and is not obligated to review or ensure compliance with the undertaking by the County to provide continuing secondary market disclosure.

VERIFICATION OF CERTAIN COMPUTATIONS

The accuracy of (i) the arithmetical computations of the adequacy of the payments of principal and interest on the securities being held in the Escrow Fund, together with the initial cash balance in the Escrow Fund, to provide for the payment or redemption of the Prior Warrants as contemplated by the Escrow Agreement, and (ii) the mathematical computations supporting the conclusion of Bond Counsel that the Prior Warrants are not "arbitrage bonds" under the applicable provisions of the Code, will be verified by Jackson Thornton & Co., PC. Such verification will be based, in part, upon information supplied to such accountants by the County.

RATINGS

As noted on the cover page of this Official Statement, Standard & Poor's Rating Service, a division of McGraw-Hill Companies, Inc. ("S&P"), and Moody's Investor Service, Inc. ("Moody's") have assigned the Series 2015 Warrants the ratings of "AA stable" and "Aa1" respectively. Any further explanation of the significance of such ratings must be obtained from S&P and Moody's. There is no assurance that the ratings assigned to the Series 2015 Warrants will continue for any given period of time or that such ratings will not be revised or withdrawn entirely, if in the judgment of such rating agency, circumstances should warrant such action. A downward revision or withdrawal of the ratings assigned to the Series 2015 Warrants may have an adverse effect on the market price of the Series 2015 Warrants. The County has not undertaken any responsibility after the issuance of the Series 2015 Warrants to assure maintenance of the ratings or to oppose any such revision or withdrawal.

FINANCIAL STATEMENTS AND OTHER APPENDICES

The audited financial statements of the County for the fiscal year ended September 30, 2013, included in this Official Statement in Appendix A, have been audited by Alabama Department of Examiners of Public Accounts, independent accountants. The Appendices attached to this Official Statement are an integral part thereof and should be carefully reviewed for a complete understanding of all pertinent information with respect to the Series 2015 Warrants and their security and source of payment.

PREPARATION AND CIRCULATION OF OFFICIAL STATEMENT

The information in this Official Statement has been provided by the County based on information and data which it believes to be correct, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to reliable, but no representation is made that such estimates or assumptions are correct or will be realized.

CERTIFICATE

The governing body of the County has approved this Official Statement and the distribution hereof.

MONTGOMERY COUNTY, ALABAMA

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

APPENDIX A

AUDITED ANNUAL FINANCIAL REPORT OF THE COUNTY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

APPENDIX B

FORM OF OPINION OF BOND COUNSEL
REGARDING THE SERIES 2015 WARRANTS

REGISTRAR AGREEMENT

THIS REGISTRAR AGREEMENT (this "Agreement") is made and entered into as of August 6, 2015, and under the circumstances summarized in the following recitals, by and between **Regions Bank**, a state banking association authorized to accept and execute trusts of the character herein set out, with an office for executing the trusts herein set out being located in the City of Birmingham, Alabama, its successors and assigns (the "Registrar" or the "Bank," as applicable), and the **Montgomery County, Alabama**, a political subdivision existing under the laws of the State of Alabama, (the "County"), in connection with the issuance and servicing of the County's $22,505,000 General Obligation Refunding Warrants, Series 2015 dated August 6, 2015 (the "Warrants"):

A. By Resolution passed by the County Commission of the County on August 3, 2015 (the "Warrant Resolution"), a certified copy of which has been delivered to the Registrar, the County has authorized the issuance and sale of the Warrants. To the extent capitalized terms are not defined in this Agreement, such terms shall have the same meaning as may be ascribed to such terms in the Warrant Resolution.

B. By the Warrant Resolution, the County has appointed the Registrar as its agent to act as registrar, transfer agent and paying agent for and in connection with the Warrants, and has authorized and directed the Registrar to keep all the books and records necessary for registration, exchange and transfer of the Warrants (herein, collectively, the "Register").

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the County and the Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Warrants:

(a) The County shall deliver or cause to be delivered to the Registrar not later than one (1) business day prior to the day set for delivery of the Warrants to the original purchaser thereof (the "Closing"):

(i) forms of the Warrants with appropriate blank spaces to be completed (the "Warrant Forms"), in sufficient number to provide Warrants for delivery at the Closing and for future exchanges and transfers, such number to be agreed upon by the County and the Registrar;

(ii) the names and addresses of the registered owners of the Warrants (the "Owners"), the principal amounts of the Warrants, and any other information needed to complete the Warrant Forms to be delivered at the Closing; and

(iii) a completed Request to Register and Deliver in the form attached as **Exhibit "A"** hereto.

(b) The Registrar shall complete the Warrants to be delivered at the Closing by inserting the appropriate information into the Warrant Forms and shall record the names and addresses of the Owners in the Register, all so as to permit delivery of those Warrants at the time and place of the Closing.

(c) At or prior to the Closing, as shall be directed in the Request to Register and Deliver referred to above, the Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Registrar and approved by the County, shall sign the Registration Certificate on each of the Warrants to be delivered at the Closing.

(d) The Registrar shall on behalf of the County deliver those Warrants in accordance with the instructions in that Request to Register and Deliver.

Section 2. The Registrar shall hold in safekeeping the Warrant Forms delivered to it by the County, as set forth in the form of Registrar's Certificate attached as **Exhibit "B"** hereto, and shall notify the County of any need for additional Warrant Forms in sufficient time to permit an adequate supply to be available for exchange or transfer.

Section 3. So long as any of the Warrants remain outstanding, the Registrar shall keep and maintain the Register at its corporate trust office in Birmingham, Alabama. On the Register it shall maintain a current and accurate record of the names and addresses of the Owners, and shall perform, without limitation, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Warrants, all in accordance with this Agreement, the Warrant Resolution and any applicable requirements of Alabama law and of Section 149(a) of the Internal Revenue Code of 1986, as amended, and the regulations, proposed regulations and rulings thereunder.

Section 4. In accordance with the Warrant Resolution, the Registrar shall:

(a) Exchange or transfer Warrants upon presentation and surrender at the corporate trust office of the Registrar in Birmingham, Alabama, accompanied by a written instrument of transfer or exchange or by an assignment duly executed by the Owner or Owners thereof or its or their duly authorized attorney, in form and with guaranty of signature satisfactory to the Registrar. Upon proper presentation for transfer or exchange, the County shall execute one or more new Warrants of any authorized denomination or denominations requested by the Owner or transferee equal in the aggregate to the unmatured principal amount of the Warrants surrendered and bearing interest at the same rate and maturing on the same date; and the Registrar shall execute the Registration Certificate thereon and deliver the same to the transferee or the party requesting exchange, as the case may be.

(b) Record the exchange or transfer of any Warrant on the Register.

(c) Complete the transfer or exchange, completion, registration and delivery of the new Warrants in accordance with the standards and conditions applicable to registered securities established in the Securities and Exchange Commission regulations appearing as 17 CFR §240.17Ad-1 and -2, as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

Section 5. Every exchange or transfer of the Warrants shall be made without charge to the Owners, except that the County and Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer.

Section 6. The Registrar shall not be required to accept for transfer or exchange any Warrant (a) during the 15 days next preceding any interest payment date, (b) during the 45 days next preceding a redemption date as of which that Warrant shall have been duly called (in whole or in part) for redemption, and (c) at any time, unless accompanied by payment of any tax or other governmental charge payable in connection with such transfer or exchange.

Section 7. In the event any Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (i) any mutilated Warrant is surrendered to the Registrar, or the County and the Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the County and the Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Registrar that such Warrant has been acquired by a bona fide purchaser, the County will execute and upon its request the Registrar will authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding. Upon the issuance of any new Warrant in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Section 8. Any Warrant surrendered to the Registrar for payment, retirement, exchange, replacement or transfer shall be canceled by the Registrar. The County may at any time deliver to the Registrar for cancellation any previously delivered Warrants that the County may have acquired in any manner whatsoever, and those Warrants shall be promptly canceled by the Registrar. Upon request by the County, written reports of the surrender and cancellation of any Warrants shall be made to the County Administrator by the Registrar at least twice each calendar year. Canceled Warrants shall be retained for a period of time and then returned to the County or destroyed by the Registrar as directed and upon request by the County Administrator.

Section 9. The Registrar shall retain and store the Register for seven years after payment of all of the Warrants.

Section 10. On or before the date of Closing, the Registrar, pursuant to the County's Request to Register and Deliver, shall establish a fund entitled "Montgomery County General

Obligation Refunding Warrants, Series 2015 Warrant Fund" (the "Warrant Fund"). The proceeds of sale of the Warrants, except for costs of issuance, which shall be deposited into a separate account to be created entitled the "Montgomery County General Obligation Refunding Warrants, Series 2015 Issuance Expense Account" (the "Issuance Expense Account"), and except for those funds being deposited in the Escrow Fund, shall be paid over to the Bank, as Paying Agent under this Agreement, and applied as directed by the County in this Agreement, Request to Register and Deliver, and the Closing Statement. Any accrued interest received at closing shall be deposited in the Warrant Fund to be used to pay debt service on the Warrants. During any time that moneys are on deposit in any account of the Warrant Fund, Capital Improvements Fund (as that term is defined below) or Issuance Expense Account, and so long as the County shall not be in default of the terms hereof or of the Warrant Resolution, the County may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments (as this term is defined in the Warrant Resolution), any and all of the moneys in the Warrant Fund, Capital Improvements Fund, and Issuance Expense Account; provided, that, each such investment shall mature not later than the Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the Warrant Fund, Capital Improvements Fund, or Issuance Expense Account respectively, and shall be held for the moneys so invested to the same extent as if they were moneys on deposit in the respective fund or account. The County may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the respective fund or account. Each depository for the Warrant Fund, Capital Improvements Fund, and Issuance Expense Account shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it either in a resolution adopted by the County Commission of the County or any order signed by the County Administrator.

Section 11.

The principal of and premium, if any, and interest on the Warrants shall be paid by the Registrar in lawful money of the United States of America without deduction for its services. Principal of and premium, if any, on a Warrant shall be paid only upon presentation and surrender thereof at the corporate trust office in Birmingham, Alabama of the Registrar as paying agent. Interest payable on a Warrant on each other Interest Payment Date shall be paid by check or draft mailed by the Registrar to the person in whose name that Warrant was registered on the Register as of the close of business on the date that is fifteen (15) days immediately preceding such Interest Payment Date, at the address appearing therein. Such payments shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). The Registrar shall pay the principal of, premium, if any, and interest on the Warrants in accordance with the Warrant Resolution, but only from moneys deposited by the County in the Warrant Fund held by the Registrar for that purpose. The County will be required to transfer to the Warrant Fund, on or before the business day next preceding each March 1 and September 1 (an "Interest Payment Date"), commencing with the business day next preceding March 1, 2016, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Warrants on the then next succeeding interest payment date, plus (ii) the principal, if any, of the Warrants that will mature on the then next succeeding Interest Payment Date.

Section 12. The Registrar agrees to undertake the duties and obligations and to perform all services contemplated to be performed under this Agreement. For these services, the County shall pay the Registrar in accordance with the schedule of fees attached hereto as **Exhibit "C."** The County may, without creating a default hereunder, and after making provision for the payment of the same, contest in good faith the necessity for any extraordinary services performed or extraordinary expenses incurred by the Registrar and the reasonableness of any such expenses or of any fees or charges for such services.

Section 13. On or before the date of Closing, the Registrar, pursuant to the County's Request to Register and Deliver, shall establish a special account the full name of which shall be the Montgomery County General Obligation Refunding Warrants, Series 2015 Capital Improvements Fund (the "Capital Improvements Fund"). The Capital Improvements Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended for the purposes set forth in the Warrant Resolution. The Bank shall be the depository for the Capital Improvements Fund. The County shall be required to submit an executed Requisition and Payment Request substantially in the form of **Exhibit "D"** or such other form as deemed satisfactory to the Registrar, in order to withdraw any moneys on deposit in the Capital Improvements Fund to pay the costs related to the Project. The Chairman of the County Commission and County Administrator, or such other persons as may be designated such by the Chairman of the County Commission, are considered authorized County Representatives that may submit an executed Requisition and Payment Request.

Section 14.

(a) In the absence of bad faith on its part in the performance of its services under this Agreement, the Registrar shall be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

(b) All duties of the Bank as paying agent under this Agreement are subject to the following terms and conditions:

(i) The Bank is not a party to any Warrant.

(ii) The duties of the Bank hereunder are ministerial in nature.

(iii) The Bank shall accept cash deposits from County to be used as the source of funds to be paid out by the Bank hereunder. All deposits are warranted by the County to be valid deposits. The Bank is not responsible in any manner for causing deposits to be made to it.

(iv) The Bank shall be protected in relying and acting upon any written notice, request, instruction, consent, receipt or other paper or document, including but not limited to making disbursements or acquiring investments, signed by a representative of County which the Bank in good faith believes to be genuine and the Bank shall not be liable for any error or judgment, or for any act done or omitted by it in good faith.

(v) The Bank is authorized to and may consult with, and obtain advice from, legal counsel in the event any dispute, conflict or question arises as to its duties hereunder; and shall be reimbursed by the County and, except for funds held in the Warrant Fund, also may use funds held by it for payment of all costs so incurred and shall incur no liability and shall be fully protected for acting in good faith in accordance with the written opinion and instructions of such counsel. Copies of all such opinions shall be made available to County upon request.

(vi) The Bank shall make payment to or for, or deliver documents to a warrant holder or other person only if in its judgment such payment or delivery may be made under the terms of this Agreement without its incurring any liability. If conflicting demands not expressly provided for in this Agreement are made or notices served upon it with respect to its action or omission under this Agreement, it shall have the absolute right to elect to do either or both of the following: (i) withhold and stop all future actions or omissions on its part with respect to that matter, or (ii) file an action in interpleader or for instructions or for a declaratory judgment for other relief and seek an order from any proper court requiring the parties to litigate in such court their conflicting claims and demands. In the event any such action is taken, the Bank shall be fully released and discharged from all obligations to perform any duties or obligations imposed upon it by this Agreement unless and until otherwise ordered by the Court; and County agrees that the funds on deposit at the Bank may be used to pay all costs, expenses, and reasonable attorney's fees expended or incurred by the Bank in connection therewith and promises to pay all such amounts and agrees that a judgment therefore shall be rendered against County by any such court in any such action.

Section 15. The Registrar may resign as Registrar at any time by giving 30 days' written notice of resignation to the County, by certified mail, return receipt requested. Such resignation shall take effect upon the later to occur of the expiration of such 30-day period or the date on which a successor Registrar shall have been appointed and qualified. The Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the County by the County Administrator and delivered to the Registrar. Upon the effectiveness of the resignation or removal, the Registrar shall deliver to the County or its successor, as directed by the County, (a) the Register, (b) all other records (or copies of those records) pertaining to the Warrants, (c) all Warrant Forms and (d) any canceled Warrants still held by the Registrar.

Section 16. The following provision shall be applicable with respect to notices under this Agreement:

Notice from one of the parties to the other under this Agreement shall be sufficient hereunder if it is contained in a writing mailed by first class mail postage prepaid to **Montgomery County**, Post Office Box 1667, Montgomery, Alabama 36102, Attention: County Administrator, to the Registrar at **Regions Bank**, 1900 Fifth Avenue North, 25th Floor, Birmingham, Alabama 35203, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 17. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the County and the Registrar.

Section 18. If not sooner terminated, upon the expiration of one (1) year after the latest maturity date of the Warrants or the date on which all of the then outstanding Warrants shall have been duly called for redemption, the Bank, upon written request from the County, may release to it any funds deposited with it for payment of the Warrants and interest thereon, and upon doing that, this agreement shall be terminated and the Bank shall be discharged from any and all responsibilities, duties and liabilities to any holder of a Warrant and to the County under the terms hereof.

Section 19. The County may make appropriate arrangements for the Warrants (or any portion thereof) to be issued or held by means of a book-entry system administered by The Depository Trust Company ("DTC") with no physical distribution of Warrants made to the public (other than those Warrants, if any, not held under such book-entry system). References in this Section 19 to a Warrant or the Warrants shall be construed to mean the Warrant or the Warrants that are held under the book-entry system. In such event, one Warrant of each maturity shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Warrants in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and its participants (the "DTC Participants") pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Warrants. Beneficial ownership interests in the Warrants may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Warrants representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Warrants. Transfers of ownership interests in the Warrants shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE WARRANTS, THE REGISTRAR SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE WARRANTS FOR ALL PURPOSES UNDER THIS WARRANT RESOLUTION AND THE REGISTRAR AGREEMENT, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE WARRANTS,

RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION OR THE REGISTRAR AGREEMENT.

Payments of principal, interest, premium, if any, and purchase price with respect to the Warrants, so long as DTC is the only owner of the Warrants, shall be paid by the Registrar directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representations to DTC (the "Letter of Representations"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registrar shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (i) DTC determines not to continue to act as Securities Depository for the Warrants of any series or (ii) the County or the Registrar determines that the continuation of the book-entry system of evidence and transfer of ownership of the Warrants would adversely affect its interests or the interests of the Beneficial Owners of the Warrants, the County shall, at the request of the Registrar, discontinue the book-entry system with DTC with respect to the Warrants. If the County fails to identify another qualified Securities Depository to replace DTC, Registrar shall authenticate and deliver replacement Warrants in the form of fully registered Warrants pursuant to the written instructions of DTC.

THE COUNTY AND THE REGISTRAR SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE WARRANTS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE WARRANTS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE REGISTRAR AGREEMENT TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE WARRANTS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Warrants is discontinued pursuant to the provisions of this Section, the Warrants shall be delivered solely as fully registered Warrants without coupons in the Authorized Denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof. In the event that a book-entry system with respect to the Warrants is discontinued, such discontinuance shall be as to all Warrants then Outstanding.

The County shall not be limited to utilizing a book-entry system maintained by DTC but may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Registrar serving in the capacity of custodian) to provide for a book-entry or similar method for the registration and registration of transfer of all or a portion of the Warrants.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE AND TRANSFER OF OWNERSHIP OF ALL THE WARRANTS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THE REGISTRAR AGREEMENT RELATING TO THE DELIVERY OF PHYSICAL WARRANT CERTIFICATES WITH RESPECT TO THE WARRANTS SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM.

Section 20. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained herein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 21. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Alabama and for all purposes shall be governed by and construed in accordance with the laws of the State of Alabama. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity other than the County, the Registrar, and the registered owners of the Warrants any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of the County and the Registrar shall be for the sole and exclusive benefit of the County, the Registrar, and the owners of the Warrants. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

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

REGIONS BANK
Birmingham, Alabama

Dated:______________

By: ________________________________
T. Franklin Caley
Vice President, Corporate Trust

MONTGOMERY COUNTY, ALABAMA

Dated:______________

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

EXHIBIT "A"

REQUEST TO REGISTER AND DELIVER

EXHIBIT “B”

REGISTRAR’S CERTIFICATE

EXHIBIT "C"

REGISTRAR'S SCHEDULE OF FEES

EXHIBIT "D"

FORM OF REQUISITION AND PAYMENT REQUEST

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this "Escrow Agreement") is made and entered into as of the 6th day of August, 2015, between the **MONTGOMERY COUNTY, ALABAMA** (the "County"), and **REGIONS BANK**, an entity authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office for purposes of discharging its duties hereunder being in the City of Birmingham, Alabama, its successors and assigns (the "Escrow Trustee").

RECITALS:

The County makes the following recitals and representations as the basis for the undertakings herein contained:

A. Pursuant to a resolution heretofore duly adopted by the County (the "Prior Resolution") dated March 5, 2007, the County has heretofore issued its General Obligation Warrants, Series 2007 (the "Series 2007 Warrants"), of which there remain outstanding $34,405,000 in principal amount of the Series 2007 Warrants.

B. The County desires to advance refund a portion of the Series 2007 Warrants (the "Prior Warrants") in order to achieve debt service savings.

C. In order to provide for the advance refunding of the Prior Warrants, the County proposes to issue its General Obligation Refunding Warrants, Series 2015, dated August 6, 2015 (the "Series 2015 Warrants").

D. This Escrow Agreement is dated as of August 6, 2015, but it shall be deemed effective as of the date of the initial authentication and delivery of the Series 2015 Warrants. Terms such as "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Escrow Agreement as of its effective date, and the term "heretofore" means before, and the term "hereafter" means after, the effective date of this Escrow Agreement.

NOW THEREFORE, for and in consideration of the premises and the respective agreements on the part of the County and the Escrow Trustee herein contained, the County and the Escrow Trustee hereby agree as follows:

Section 1. The Escrow Fund. There is hereby created in the name of the County and in the custody of the Escrow Trustee a special trust fund, the full name of which shall be Montgomery County - 2015 Escrow Fund (the "Escrow Fund"), which shall be applied for the purposes hereinafter specified.

Section 2. Deposit of Proceeds from Issuance of Series 2015 Warrants. The County hereby deposits with the Escrow Trustee the sum of $24,381,107.20 in cash from the proceeds of the Series 2015 Warrants. The entire sum shall be deposited in the Escrow Fund. The Escrow

Trustee hereby acknowledges receipt of said cash and its deposit in the Escrow Fund in said amount.

Section 3. Investment of Escrow Fund. Contemporaneously with the delivery of this Escrow Agreement, the Escrow Trustee shall cause the sum deposited with it pursuant to Section 2 hereof to be invested in direct obligations of the Department of Treasury of the United States of America in such principal amounts as reflected on the attached as Exhibit "A" hereto, being hereby approved by the County.

Escrow Trustee may conclusively rely upon the County's written instructions as to both the suitability and legality of the directed investments. In the absence of written investment instructions from the County, the Escrow Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Escrow Trustee shall not be liable for any losses from any investments directed under this Escrow Agreement.

Prior to any reinvestment of any funds under this Escrow Agreement or the substitution of any investments under this Escrow Agreement, the Escrow Trustee shall receive:

(a) an opinion of nationally recognized bond counsel acceptable to the Escrow Trustee and not employed full time by the County that such reinvestment or substitution will not adversely affect the tax exempt status of the cause any of the Prior Warrants; and

(b) verification, acceptable to the Escrow Trustee, to the effect that, if the principal of and interest on the securities held in the Escrow Fund after such reinvestment or substitution are paid according to their respective terms, the payment of such principal and interest will produce cash in such fund sufficient (after taking into account any uninvested cash held in the Escrow Fund) to provide for retirement of the Prior Warrants in the manner contemplated by this Escrow Agreement.

Section 4. Application of the Escrow Fund. The Escrow Trustee will collect and deposit in the Escrow Fund all investment income. The Escrow Trustee is hereby directed by the County, and by its execution and delivery of this Escrow Agreement the Escrow Trustee does hereby agree, to apply the amount in the Escrow Fund:

(a) to all interest as it comes due on the Prior Warrants;

(b) to call for redemption and redeem under the terms of the Prior Resolution, all of the Prior Warrants with the maturities and par amounts as set forth in the resolution adopted by the County on August 3, 2015 (the "Redemption Resolution"), at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption.

To the extent there remain any moneys in the Escrow Fund after making the payments prescribed by this Section 4, such moneys shall be paid by the Escrow Trustee to the County.

Section 5. Sufficiency of Escrow. The County represents that the funds held in the Escrow Fund are sufficient to provide for payment of all sums specified in Section 4 hereof, such sufficiency being verified and confirmed by the Verification Report attached hereto as Exhibit "B".

Section 6. Notice of Redemption of Prior Warrants. The County hereby irrevocably empowers the Escrow Trustee, and the Escrow Trustee agrees, to cause to be published such notice or notices as may be required pursuant to the terms of the Prior Resolution in order to effect the redemption on March 1, 2017 of the then-outstanding Prior Warrants not then maturing. In particular, the Escrow Trustee shall, on behalf of the County, cause to be mailed by certified or registered mail a Notice of Redemption to the owners of the Prior Warrants being so called at their addresses appearing in the Prior Warrant Register, such mailing to be made not more than 60 nor less than 30 days prior to said redemption date. The Notice of Redemption shall be in a form required by the Prior Resolution and otherwise acceptable to the Escrow Trustee and provide, among other things, that all outstanding Prior Warrants having stated maturities on March 1, 2018, and thereafter, have been called for redemption on March 1, 2017, at a redemption price equal to the 100% of the par or face value thereof plus accrued interest thereon to said date of redemption and that all interest thereon will cease to accrue after said redemption date.

Section 7. Compensation to the Escrow Trustee. The County will pay to the Escrow Trustee, promptly upon receipt of a statement of the Escrow Trustee therefor, all reasonable and customary charges that may be made by the Escrow Trustee for its services hereunder and the County will reimburse the Escrow Trustee for all reasonably necessary expenses incurred hereunder. If the Escrow Trustee is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Trustee's gross negligence or willful misconduct), the Escrow Trustee shall notify the County of the same in writing and the County shall promptly pay the Escrow Trustee for such extraordinary fees, costs and expenses (including legal fees, costs and expenses) reasonably and necessarily incurred in connection therewith. The Escrow Trustee agrees that its charges and expenses hereunder shall in no event be payable from or constitute a charge on the Escrow Fund or any part thereof.

Section 8. Successor Escrow Trustees. Any corporation or association into which the Escrow Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party shall be and become, ipso facto, successor Escrow Trustee hereunder and vested with all of the title to the Escrow Fund and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Any successor Escrow Trustee other than the foregoing, however, (a) shall be a trust company or a bank having the powers of a trust company, (b) shall be in good standing within the State or shall be duly authorized to exercise trust powers within the State, and (c) shall have a reported capital and surplus of not less than $10,000,000.

Section 9. Resignation by the Escrow Trustee. The Escrow Trustee and any successor Escrow Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the County, served personally or sent by registered mail, and by first-class mail to each Holder of Prior Warrants then outstanding whose address is known or reasonably ascertainable; and such resignation shall take effect upon the appointment of a successor escrow trustee.

Section 10. Removal of the Escrow Trustee. The Escrow Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Escrow Trustee and to the County, and signed by the Holders of a majority in aggregate principal amount of Prior Warrants then outstanding.

The Escrow Trustee also may be removed at any time by any court of competent jurisdiction upon the application of either the County or the Holders of not less than 25% in aggregate principal amount of the Prior Warrants then outstanding, for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Escrow Agreement with respect to the duties and obligations of the Escrow Trustee.

Section 11. Appointment of Successor Escrow Trustee. In case the Escrow Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor shall be appointed by the County; provided if the County shall not have appointed a successor within ten days after the event giving rise to the need for such appointment, then a successor may be appointed by the Holders of a majority in aggregate principal amount of the Prior Warrants then outstanding, by an instrument or concurrent instruments in writing delivered to the County, the Escrow Trustee and the successor escrow trustee, signed by such Holders, or by their attorneys in fact, duly authorized. If no appointment of a successor Escrow Trustee shall be made pursuant to the foregoing provisions of this Section within sixty (60) days of such resignation, removal, incapability or vacancy in the manner herein provided, the Holder of any Prior Warrant outstanding or any retiring Escrow Trustee may apply to any court of competent jurisdiction to appoint a successor escrow trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor escrow trustee. Every such Escrow Trustee appointed pursuant to the provisions of this Section to succeed the Escrow Trustee shall satisfy the requirements of the second paragraph of Section 8 hereof.

Section 12. Concerning Any Successor Escrow Trustee. Every successor escrow trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties (including, without limitation, the Escrow Fund and all securities and moneys therein), rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the reasonable written request of the County, or of its successor, execute and deliver an instrument transferring to such successor Escrow Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities and moneys held by it as escrow trustee hereunder to its successor. Should any instrument in writing from the County be required by any successor for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County.

Section 13. Amendments to Escrow Agreement. The parties hereto may, without the consent of or notice to the holders of any of the Prior Warrants, at any time and from time to time, amend this Escrow Agreement for any one or more of the following purposes, provided, however, the parties shall first have received an opinion of nationally recognized bond counsel to the effect that the contemplated amendment (i) shall not adversely affect the exclusion from gross income of the respective holders thereof of interest on the Prior Warrants or the Series 2015 Warrants; and (ii) is authorized or permitted pursuant to the terms of this Escrow Agreement:

(a) To add to the covenants and agreements herein contained other covenants and agreements thereafter to be observed and performed by either of the parties hereto, provided that such other covenants and agreements shall not expressly or impliedly limit or restrict any of the obligations hereunder of either of the parties hereto;

(b) To cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein or in any amendment hereto or to make any provision with respect to matters arising hereunder or under any amendment hereto for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions hereof and do not adversely affect the interests of the holders of any of the Prior Warrants; or

(c) To make subject to the trust created herein additional funds, securities or properties.

Section 14. Beneficiaries of this Escrow Agreement. This Escrow Agreement shall be binding upon, and shall inure to the benefit of, the holders of the Prior Warrants and the parties hereto and their respective successors.

Section 15. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 16. Severability. If any provision of this Escrow Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Escrow Agreement contained, shall not affect the remaining portions of this Escrow Agreement, or any part thereof.

Section 17. Notices. Unless otherwise provided herein, any notice, request, complaint, demand, communication or other paper shall be in writing and shall be deemed to be sufficiently given to a party when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, telex, telefax or other instantaneous transmission device, addressed as follows:

(a) If to the County, at the Montgomery County Commission, Post Office Box 1667, Montgomery, Alabama 36102, Attention: County Administrator; and

(b) If to the Escrow Trustee, at Regions Bank, 1900 5th Avenue North, 25th Floor, Birmingham, Alabama 35203, Attention: Corporate Trust.

Any of the foregoing parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The Escrow Trustee agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by the County by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the County shall provide to the Escrow Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Trustee in its discretion elects to act upon such instructions, the Escrow Trustee's understanding of such instructions shall be deemed controlling. The Escrow Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Trustee, including without limitation the risk of the Escrow Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 18. Governing Law. This Escrow Agreement shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principals.

Section 19. <u>Concerning the Escrow Trustee</u>. It is expressly understood and agreed that the Escrow Trustee's duties and obligations in connection with this Escrow Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Escrow Agreement against the Escrow Trustee. The Escrow Trustee may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Trustee in good faith upon the advice of such counsel. The Escrow Trustee may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Trustee may conclusively rely upon and shall be fully protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Trustee hereunder shall be paid from, and is limited to funds available, established and maintained under this Escrow Agreement and the Escrow Trustee shall not be required to expend its own funds for the performance of its duties hereunder. The Escrow Trustee shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

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IN WITNESS WHEREOF, the County and the Escrow Trustee have caused this Escrow Agreement to be executed as of the date first hereinabove contained.

MONTGOMERY COUNTY

(S E A L)

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

ATTEST:

____
Donald L. Mims, County Administrator

REGIONS BANK

By:________________________________
T. Franklin Caley, Vice President of
Corporate Trust

EXHIBIT "A"

INVESTMENT OF ESCROW FUND

EXHIBIT "B"

VERFICATION REPORT

$22,505,000
Montgomery County, Alabama
General Obligation Refunding Warrants
Series 2015

CONTINUING DISCLOSURE AGREEMENT

Montgomery County, Alabama, a municipal corporation (the "County"), has entered into this Agreement for the benefit of the holders of the above-captioned warrants (the "Series 2015 Warrants").

Recitals

The Series 2015 Warrants are being issued pursuant to a resolution of the County dated August 6, 2015 (the "Warrant Resolution"). The Series 2015 Warrants are being issued for the purposes of (i) refunding, in advance of their respective maturities, a portion of the County's General Obligation Warrants, Series 2007 (the "Prior Warrants"); and (ii) paying issuance expenses of the Series 2015 Warrants.

An Official Statement (the "Official Statement") has been prepared for distribution to prospective purchasers of the Series 2015 Warrants.

The Series 2015 Warrants are subject to the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). This Agreement is being entered into pursuant to the continuing disclosure requirements of the Rule.

Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with definitions in the Rule, in the Official Statement.

There is no Obligated Person, within the meaning of the Rule, with respect to the Series 2015 Warrants other than the County.

NOW, THEREFORE, for and in consideration of the premises, the County hereby covenants, agrees and binds itself as follows:

Section 1. Financial Information.

(a) The County will provide, or cause to be provided, to the Municipal Securities Rulemaking Board ("MSRB"), via the Electronic Municipal Market Access System located at http://www.emma.msrb.org ("EMMA") in an electronic format accompanied by identifying information as prescribed by the MSRB, and to the appropriate state information depository ("SID") if any, financial information and operating data relating to the County on an annual basis (collectively referred to as "Annual Financial Information"). The Annual Financial Information will include:

(1) the assessed value of all taxable property within the County for the previous fiscal year;
(2) total ad valorem tax collections for the previous fiscal year;
(3) total sales and use tax collections for the previous fiscal year;
(4) a list of the outstanding principal amounts of all general obligation indebtedness of the County as of the end of the previous fiscal year;
(5) a statement of revenues, expenditures and changes in fund balances for the County's general fund for the previous fiscal year; and
(6) the County's General Fund Budget for the then current fiscal year.

If available by the filing date, the Annual Financial Information will include audited financial statements prepared in accordance with accounting principles described in the audited financial statements included in the Official Statement as an appendix, and if the audited financial statements are not available, the Annual Financial Information will depend on unaudited financial information and the County will file its unaudited financial statements with the annual report. If the County is unable to provide to the MSRB the Annual Financial Information within 180 days after the end of its fiscal year, the County shall send a failure to file notice to the MSRB, providing the reason for the failure and the anticipated resolution date, if applicable.

(b) Such Annual Financial Information will be provided to each Repository within 180 days after the end of each fiscal year of the County, commencing with the fiscal year ending September 30, 2015.

(c) Effective July 1, 2009, The Securities and Exchange Commission (SEC) implemented the following two changes to the filing procedure for annual reports and event notices: (1) the Municipal Securities Rulemaking Board (MSRB) must receive all continuing disclosure filings, and (2) continuing disclosure filings must also be submitted electronically in .pdf format to the Electronic Municipal Market Asset (EMMA) system, which may be accessed at emma.msrb.org. Effective January 1, 2010, submissions to the EMMA System must be in word-searchable .pdf format and must not be password-protected for viewing, saving and printing. Rule 15c2-12 was recently amended by Release No. 34-62184 dated May 26, 2010 and MSRB Notice 2010-32 approved by the SEC on August 19, 2010. The County will comply will these changes and further agrees to comply with all future SEC regulations, several of which are presently under consideration, which may affect the County's continuing obligations hereunder.

Section 2. Event Notices.

(a) The County will provide to MSRB, via EMMA, and to the SID if any, notice of any of the following events with respect to the Series 2015 Warrants, if material:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Series 2015 Warrants;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar events of the Obligated Person;

(13) The consummation of a merger, consolidation, or acquisition involving the Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement related to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee, the change of the name of a trustee, if material.

(b) The event notices required by Section 2(a) shall be made in a timely manner not in excess of ten (10) business days, reflecting the time necessary to discover any such event, assess its materiality, and prepare and disseminate the notice.

(c) The County shall provide in a timely manner to MSRB, via EMMA, and to the SID, if any, notice of a failure of the County to provide required Annual Financial Information, on or before the date specified in this Agreement.

Section 3. Grace Period. The County shall not be in default in any of its obligations hereunder until ten (10) days after it has received written notice from a holder of any of the Series 2015 Warrants that such default has occurred; provided, that such period shall be extended to thirty (30) days if, upon receipt of such notice, the County has begun to comply with the provisions hereof and has taken all steps then available to it to assure compliance but, because of circumstances beyond the County's control, it is not able to accomplish such compliance within such 10-day period.

Section 4. Limitation of Remedies Hereunder. The County shall never be subject to money damages in any sum or amount, whether compensatory, punitive or otherwise, for its failure to comply with its obligations contained herein. The only remedy available to the holders of the Series 2015 Warrants for breach by the County of its obligations hereunder shall be the remedy of specific performance or mandamus against the appropriate officials of the County to obtain performance of the County's obligations hereunder, neither of which shall be granted until after the notice and lapse of the applicable grace period referred to in Section 3. Any action for such specific performance or mandamus may be filed only in Montgomery County, Alabama. Any failure by the County to comply with the provisions of this Agreement shall not be an event of default with respect to the Series 2015 Warrants under the Warrant Resolution or any of the related documents referred to therein.

Section 5. Responsibility for Compliance.

(a) No person other than the County shall have any liability or responsibility for compliance by the County with its obligations under this Agreement.

(b) The County will pay all costs incurred in connection with the performance of its obligations under this Agreement, including without limitation the fees and expenses of any consultants, advisers, accountants, legal counsel or other persons that may be retained by the County to assist in the performance of the County's obligations.

Section 6. Additional Obligated Persons. If any other person becomes an Obligated Person within the meaning of the Rule while the Series 2015 Warrants are outstanding, the County shall cause such person to execute and deliver an undertaking pursuant to the Rule substantially in the form of this Agreement.

Section 7. Modification and Termination.

(a) The provisions of this Agreement may be modified at any time by the County as long as such modification is done in a manner consistent with the Rule. Any such modification shall be in writing and shall be accompanied by an Opinion of Counsel stating in effect that such modification is permitted by the Rule.

(b) The County (or any additional Obligated Person) reserves the right to terminate its obligation hereunder if and when (i) the Series 2015 Warrants are retired, or an escrow for the retirement of all Series 2015 Warrants is established in accordance with the Warrant Resolution, or (ii) the County (or such additional Obligated Person) ceases to be an Obligated Person with respect to the Series 2015 Warrants within the meaning of the Rule.

Section 8. Contract Formed. This Agreement shall constitute a contract between the County and the holders from time to time and at any time of the Series 2015 Warrants, but no other person, firm or corporation shall have any rights hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly authorized by the County and has been executed by and on behalf of the County by its duly authorized officer, all as of the 6th day of August, 2015.

MONTGOMERY COUNTY, ALABAMA

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

EXHIBIT "B"

REDEMPTION RESOLUTION

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 4, inclusive, constitute a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on August 3, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this 3rd day of August, 2015.

[SEAL]

Donald L. Mims, County Administrator of the
Montgomery County Commission

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RESOLUTION NO. ______

A RESOLUTION CALLING FOR THE REDEMPTION
<u>OF THE COUNTY'S SERIES 2007 WARRANTS</u>

BE IT RESOLVED AND ORDERED BY THE MONTGOMERY COUNTY COMMISSION as follows:

Section 1. **<u>Findings of Fact</u>.** The Montgomery County Commission (the "Commission") has determined and hereby finds and declares that the following facts are true and correct:

(a) Montgomery County, Alabama (the "County") has heretofore issued pursuant to a Resolution adopted by the Commission on March 5, 2007 (the "Prior Resolution") its General Obligation Warrants, Series 2007, originally issued in the aggregate principal amount of $43,935,000 (the "Series 2007 Warrants").

(b) The Series 2007 Warrants are currently outstanding in the aggregate principal amount of $34,405,000, and are subject to redemption commencing on March 1, 2017 or any date thereafter at a redemption price equal to 100% of the principal amount then outstanding, plus accrued interest to the date of redemption.

(c) The County is issuing its $22,505,000 aggregate principal amount General Obligation Refunding Warrants (the "Series 2015 Warrants") for the purpose of advance refunding those of the Series 2007 Warrants having the maturities and par amounts as set forth below (the "Prior Warrants"):

Maturity March 1	Par Amount
2018	$2,165,000
2019	2,275,000
2020	2,370,000
2021	2,480,000
2022	1,640,000
2023	1,715,000
2024	1,790,000
2028	8,085,000

(d) The County desires to establish an escrow trust fund to pay the principal of and interest on the Prior Warrants through March 1, 2017 and to redeem on that date all of the Prior Warrants then outstanding.

(e) The County is not in default in the payment of principal of or interest on the Series 2007 Warrants.

Section 2. **<u>Call for Redemption of the Series 2007 Warrants</u>.** Acting pursuant to the provisions of the Series 2007 Warrants and the Prior Resolution, the County does hereby elect to redeem and pay, and does hereby call for redemption and payment on March 1, 2017, all of the Prior Warrants then outstanding, the redemption of which shall be effected at a redemption price equal to 100% of the principal amount of each Prior Warrants so called for redemption plus accrued interest thereon to the date of redemption.

Section 3. **<u>Provisions for Notice for the Prior Warrants</u>.** Regions Bank is hereby directed, in its capacity as escrow trustee for the Prior Warrants, to cause written notice of such redemption and prepayment to be given in the manner and at the time prescribed in the Prior Resolution.

Section 4. **<u>Authorization</u>.** The Chairman of the Commission and the County Administrator are each hereby authorized and directed to take or cause to be taken, in the name and behalf of the County, all of the actions required by the provisions of the Prior Resolution in order to effect the redemption of the Prior Warrants as herein called for redemption.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 3rd day of August, 2015.

Chairman of the Montgomery County Commission

ATTEST:

County Administrator

GOODWYN | MILLS | CAWOOD

June 17, 2015

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

RE: Montgomery County, Alabama
Solid Waste Management Plan Update Proposal

Chairman Dean,

Goodwyn, Mills and Cawood, Inc. (GMC) Environmental Division is pleased to have the opportunity to offer our services to Montgomery County in updating their Solid Waste Management Plan (SWMP). GMC will update the existing plan pursuant to the guidance stated in Code of Alabama 1975, § 22-27-47(b). The renewed plan will outline a course of action for Montgomery County to meet its solid waste disposal needs for the next 10 years. The plan will include updated information on planning, disposal, collection, illegal dumping, and waste minimization for the county.

GMC will obtain a copy of the current SWMP and seek the aid of the county in obtaining specific detailed information. With this assistance, GMC estimates that the plan may be updated for a cost of **$8,500**. GMC will insure that the finalized SWMP will be acceptable to the Alabama Department of Environmental Management and will fulfill the requirements set forth in ADEM Admin. Code r. 335-13-9-.06: Local Solid Waste Management Plans.

If this proposal meets your approval, please sign the *Notice to Proceed* below and return to our office. We are prepared to begin work immediately upon receipt of signed *Notice to Proceed*. Please let me know if I can provide any additional information or if I may be of any further assistance.

Sincerely,
GOODWYN, MILLS AND CAWOOD, INC.

Bobby Douglass, EI
Environmental Department

Notice to Proceed

Elton Dean, Sr. Date

GOODWYN, MILLS AND CAWOOD, INC.
2660 EastChase Lane, Suite 200
Montgomery, AL 36117
Tel 334.271.3200

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Montgomery County Commission

Solid Waste Management Plan Proposed Timeline

Wednesday, June 17, 2015

Project Task	July	August	September	October	November	December
Analysis of 2005 Plan						
Collection of Current Data						
Prepare the Plan Draft						
Submit the draft to all participating municipalities and ADEM for review						
Submit the draft to ADEM						
Implement all comments received						
30 Day public comment period						
Public Hearing and sign resolution accepting the plan						12/7/2015*

*In order to finalize the plan, a public hearing will be held to field public comments and pass a resolution accepting the plan.

GOODWYN, MILLS AND CAWOOD, INC
2660 EastChase Lane, Suite 200
Montgomery, AL 36117
Tel 334.271.3200 Fax 334.272.1566

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Schedule A

Montgomery County Commission - Health Care

<u>Proposed Contribution Changes - PPO Plan</u>

<u>Current Monthly Contribution Levels</u>

1) Single employee - $56
2) Family employee - $236
3) Single retiree < 65 - $56
4) Family retiree < 65 - $236
5) Single retiree > 65 - $40
6) Family retiree > 65 - $90
7) Surviving Spouse
   - < age 65 - $325
   - > age 65 - $210
8) County - $608

<u>Proposed Monthly Contribution Levels</u>

1) Single employee - $72
2) Family employee - $268
3) Single retiree < 65 - $72
4) Family retiree < 65 - $268
5) Single retiree > 65 - $48
6) Family retiree > 65 - $104
7) Surviving Spouse
   - < age 65 - $340
   - > age 65 - $220
8) County - $665

Schedule B
Montgomery County Commission
Health Care Proposed PPO Plan Design Changes

Current Plan Design		Proposed PPO Plan Design Changes	
Prescription Co-pay ($50 deductible)		Prescription Co-pay ($100 deductible)	
Tier 1 - Generic	$15	Tier 1 - Generic	$15
Tier 2 - Brand	$50	Tier 2 - Brand	$50
Tier 3 - Preferred Brand	$70	Tier 3 - Preferred Brand	$70
		Tier 4 – Specialty	$100
Out of Pocket Maximum		Out of Pocket Maximum	
Individual	$1500	Individual	$2000
Family	$3000	Family	$4000
Lab & Pathology Copay		Lab & Pathology Copay	
Included in office visit		Copay	$10

Schedule C
Montgomery County Commission
Blue Cross / VSP Vision Plan Proposed Plan

Current Plan Design	Proposed Vision Plan Design
$125 benefits per member	Vision exam co-pay - $30
	Materials co-pay - $30 (for $120 benefit)
	Lens options – 20% discount
	Contacts Exam – 15% discount (not to exceed co-pay of $60)
	Contact lenses materials co-pay - $30 (for $120 benefit)
	Exam every 12 months
	Lenses every 12 months
	Frame every 24 months

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Schedule D
Health Care Proposed Plan Design & Contribution Levels
Health Management Plan

- Calendar Year Deductible
  - $1500 – Individual; $3000 – Family
- Health Reimbursement Account – Individual Deductible
  - Employee responsible for first $250
  - County Plan responsible for next $750
  - Employee responsible for next $500
- Health Reimbursement Account – Family Deductible
  - Employee responsible for first $500
  - County Plan responsible for next $1500
  - Employee responsible for next $1000
- Coinsurance
  - 80% covered by plan
  - 20% covered by individual
- Out of Pocket Maximum
  - $3000 – Individual; $6000 – Family

Proposed Monthly Contribution Levels

1) Single employee - $48
2) Family employee - $208
3) Single retiree < 65 - $48
4) Family retiree < 65 - $208
5) Surviving Spouse
   - < age 65 - $340
   - > age 65 - $220
6) County - $665

- All employees hired after 1/1/16 will utilize the HMP only (no option)

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STATE OF ALABAMA}

AGREEMENT

THIS AGREEMENT made this 14th day of August 2015 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the external collector).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and MR. PAYNE desire to enter into Agreement under which MR. PAYNE shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and MR. PAYNE hereby agree as follows.

1. Services/Scope.

During the term of this Agreement, MR. PAYNE agrees to perform the following tax collection services for the COUNTY:

MR. PAYNE will provide tax collection services for **a** designated portion of businesses within the Montgomery County Tax & Audit Department universe of non-property taxpayers as assigned or approved by the Tax & Audit Department. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the external collector. Montgomery County will provide letters of authorization and introduction of MR. PAYNE as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from the Tax & Audit Department.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

Conditions of Work.

It is understood that the external collector may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional **collectors**.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay $25 per hour for the services of collection of delinquent taxes.

(b) It is understood that the external collector shall pay all local travel and other expenses incurred in the performance of these collection services. If any overnight travel outside the State is

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required, MR. PAYNE may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. MR. PAYNE shall submit invoices with applicable supporting documents to the Tax & Audit Department. Payment shall be due within thirty (30) days of receipt of such invoice.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon thirty (30) days prior written notice of cancellation.

4. Assignment. MR. PAYNE may not assign the rights or obligations under this agreement without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from the Tax & Audit Department.

5. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises out of or relates to the contract between MR. PAYNE and the Montgomery County Commission, or its breach, the parties shall endeavor to settle the dispute first through direct
discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation with thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire Agreement. This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in
writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION	DON H. PAYNE
By:____________________	By:____________________
Elton N. Dean, Sr.	Don H. Payne
Title: Chairman	
Date: ____________________	Date: ____________________

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Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334 265 8573 | f 334 264.7945

TTG

MEMORANDUM

July 16, 2015

To: Donnie Mims

From: Thomas T. Gallion, III

Re: External Collection Services for Tax and Audit Division

I have reviewed your memorandum email dated July 16, 2015, and memorandum from Donnie Mims dated June 22, 2015. I have also reviewed the Agreement with Don H. Payne regarding external collection services for the Tax and Audit Division.

It is my opinion that everything in this Agreement appears to be in order and this Agreement will be binding on all parties if executed.

I am also of the opinion that the services provided in this Agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the Agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: June 22, 2015

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager Terri A. Henderson 06/22/2015

RE: **Renewal of External Collection Services Agreement**

Please note the term of our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on August 13, 2015. The proposed renewal Agreement effective for a new eighteen (18) month term commencing on August 14, 2015 is attached for your review. Please note that the only change that has been made for this proposed renewal Agreement versus the agreement currently in effect is to change the date to reflect the new eighteen month term. A copy of the existing Agreement is also attached.

I would respectfully request that this proposed renewal Agreement be discussed with our County Attorney as needed at your next opportunity. Afterward, I would respectfully request that the proposed renewal Agreement be placed on the agenda for the Montgomery County Commission meeting at the earliest possible date to ensure the proposed renewal Agreement can be discussed for approval ahead of the August 13, 2015 expiration date of the current Agreement.

Please let me know if you have questions. Thank you in advance for your consideration and assistance with this matter.

tah/attachments

STATE OF ALABAMA}

AGREEMENT

THIS AGREEMENT made this 14th day of February 2014 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the external collector).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and MR. PAYNE desire to enter into Agreement under which MR. PAYNE shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and MR. PAYNE hereby agree as follows.

1. Services/Scope.

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MR. PAYNE will provide tax collection services for a designated portion of businesses within the Montgomery County Tax & Audit Department universe of non-property taxpayers as assigned or approved by the Tax & Audit Department. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the external collector. Montgomery County will provide letters of authorization and introduction of MR. PAYNE as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from the Tax & Audit Department.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

Conditions of Work.

It is understood that the external collector may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional collectors.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay $25 per hour for the services of collection of delinquent taxes.

(b) It is understood that the external collector shall pay all local travel and other expenses incurred in the performance of these collection services. If any overnight travel outside the State is required, MR. PAYNE may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. MR. PAYNE shall submit invoices with applicable supporting documents to the Tax & Audit Department. Payment shall be due within thirty (30) days of receipt of such invoice.

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3. Term. The term of this Agreement shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon thirty (30) days prior written notice of cancellation.

4. Assignment. MR. PAYNE may not assign the rights or obligations under this agreement without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from the Tax & Audit Department.

5. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises out of or relates to the contract between MR. PAYNE and the Montgomery County Commission, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation with thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire Agreement. This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr

Elton N. Dean, Sr.

Title: Chairman

Date: 1/6/2014

DON H. PAYNE

By: Don H Payne

Don H. Payne

Date: 1-14-14

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CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

June 18, 2015

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

Dear Chairman Dean:

Per your request, the Personnel Department conducted a competitive market pay analysis of the current county pay plans. I have included the results of the study and our recommendations.

If you would like to meet to discuss our recommendations in greater detail, please let me know.

Sincerely,

Carmen Douglas

Carmen Douglas
Personnel Director

cc: Donald Mims, Administrator
Florence Cauthen, Deputy Administrator

An Equal Opportunity Employer
www.montgomerypersonnel.com

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EXECUTIVE SUMMARY

2015 COUNTY CLASSIFICATION AND PAY STUDY

By: Mark Willis, Senior Personnel Analyst

Montgomery City-County Personnel Department

Carmen Douglas, Director

Origin of Study

The Montgomery County Commission asked the Personnel Department to conduct a competitive market pay analysis of the current county pay plans (administrative, service, corrections, and public safety) in order to determine the degree of competitiveness with other jurisdictions.

Setting

The County of Montgomery has four pay plans: administrative, service maintenance, corrections and public safety. The previous pay plans study was conducted in 2001 and was completed in 2003 by a consulting firm, Ellis-Harper. This was a two year study which resulted in major changes and was adopted by the County of Montgomery in October of 2003.

The current county pay plans were adjusted in 2005, 2007, and 2014. In 2005, all county employees received a 5% cost of living adjustment (COLA). In 2007, all county employees received a 4% cost of living adjustment. In 2014, all county employees received a 3% cost of living adjustment.

Study

In order to conduct a market comparison analysis, jurisdictions needed to be identified to be studied. In selecting participants, two main points were taken into consideration: what jurisdictions are similar to Montgomery and may have similar jobs and pay plans, and what jurisdictions are hiring our current employees (possibly, the City of Montgomery). Based on these criteria, four jurisdictions were identified to participate in the comparison.

The next step was to gather pay plans from the participating jurisdictions. These pay plans included job pay ranges and pay plan structures, e.g., numbers of pay steps and ranges, and percentage increases between pay steps.

Next, the analyst identified benchmark jobs that could easily be compared to jobs in other jurisdictions. These benchmarks were established for each pay grade in the county pay plan. The benchmarks were chosen based on their ubiquitous nature across jurisdictions. Using these benchmarks, the analyst determined the starting pay, midpoint, and ending pay for each of the four jurisdictions. Then, the analyst calculated the average starting pay, midpoint, and ending pay for each pay grade, which were then compared to the corresponding pay grades in the county pay plan.

Additionally, based on the County Commission request, some county jobs (custodial, youth facility, and engineering) were compared directly to the four jurisdictions. Lastly, the Montgomery County pay plans were compared to the City of Montgomery pay plans.

Findings

Overall findings include the following:

1. Montgomery County salaries compared to Mobile, Madison, and Jefferson Counties are consistently second to Jefferson County. Madison County underpays at about 10% compared to Montgomery County, which makes Montgomery County seem overpaid. The best comparison is to the City of Montgomery. Once the City of Montgomery receives their pay adjustments, they will meet the average of nine jurisdictions across Alabama, including the counties used in this study.
2. Montgomery County has fewer pay steps per pay range than the comparators' average of 16.5.
3. The Montgomery County public safety pay plan is approximately 3.25% lower than the city's public safety pay plan.
4. The Montgomery County service maintenance pay plan is approximately 9% lower than the city's skills pay plan.
5. The Montgomery County administrative pay plan currently is the same as the city's administrative pay plan. The corrections pay plan is less than one percent less than the city's corrections pay plan.
6. The Montgomery Youth Facility Juvenile Detention Officers and Juvenile Probation Officers are paid more than the comparators by about 2%.

7. The engineer and custodial employees are slightly lower that the comparators, and with the recommendations taken below will correct the differences.

Recommendations

In order to address the disparities, our recommendations are as follows:

A. Increase pay steps from 13 to 15 for all county pay plans.
B. Follow the city's pay plans.
C. Increase the public safety pay plan to approximate the city's (3.25%).
D. Increase the service maintenance pay plan to approximate the city's (9%).
E. Leave the administrative and corrections pay plans alone until the third phase of the city's pay adjustments is complete.
F. Retain the current pay evaluation methods as presented by Ellis-Harper Consulting Firm in 2003.
G. OPTIONAL: Many of the jurisdictions either contract out custodial services or they are considered an unskilled laborer and have one set pay step that is affected only by a cost of living adjustment and not a merit increase.

The above recommendations will increase the midpoint and ending pay values so that we are much closer to market.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

1. 7/17/15 dept request
2. ____________ admin review
3. ____________ personnel dept
4. ____________ cert to admin
5. ____________ dept selection
6. ____________ final review

DEPARTMENT: Montgomery County Engineering, Shop

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James W. Trimble Jr, Fleet Maint. Supt.

1. **POSITION TITLE:** Master Auto Mechanic (0592)

POSITION NUMBER: 650592005 (Replace Billy Blanton)

PROPOSED EFFECTIVE DATE: August 3, 2015
TYPE OF APPOINTMENT (X) PERMANENT ( ) TEMPORARY

RECRUITING

( ) PROMOTION REGISTER ( ) TRANSFER

(X) OPEN COMPETITIVE REGISTER (X) REEMPLOYMENT

PAY GRADE: (S010) ($31,462 - $44,786 Annual)

________________________ DATE July 17, 2015
Department Head

2. **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

____
Funding Authority

3. **CERTIFICATION**

Promotional ________ Candidates
Open-Competitive ________ Candidates
Transfer ________ Candidates

________________________ DATE ____________
Personnel Director

4. **SELECTEE:** ____________________

________________________ Date ____________
Appointing Authority

5. ( ) Manpower data entered by ____________ Date ____________

( ) Payroll entered by ____________ Date ____________

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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 Public Safety Communications Operator

Position Number 011

Proposed Effective Date July 20, 2015

Type of Appointment (X) Permanent ( ) Temporary

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

Pay Grade A04 $28,223 - $40,175

Derrick Cunningham

Department Head nlioc

Date June 30, 2015

---

2. Administrative Review
( ) Approved
( ) Disapproved

____
Funding Authority

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

______________________________ Date ________
Personnel Director

4. Selectee: ______________________________

______________________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ______________________ Date ________
( ) Payroll entered by ______________________ Date ________

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ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer - to replace F. Clemons

POSITION NUMBER: 900300063

PROPOSED EFFECTIVE DATE: 8/3/2015

TYPE OF APPOINTMENT: (X) Permanent () Temporary

RECRUITING:

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 ($30,456/$1,171.40/$14.6425)

Bruce R. Howell

Department Head

7/8/2015
Date

2. ADMINISTRATIVE REVIEW
() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION
Promotional ______ Candidates
Open-Competitive ______ Candidates
Transfer ______ Candidates

Personnel Director

Date

4. SELECTEE: ______

Appointing Authority

Date

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

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer - to replace . Crittenden

POSITION NUMBER: 900300013

PROPOSED EFFECTIVE DATE: 8/3/2015

TYPE OF APPOINTMENT: (X) Permanent () Temporary

RECRUITING:

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 ($30,456/$1,171.40/$14.6425)

Bruce R. Howell

Department Head 7/8/2015 Date

2. ADMINISTRATIVE REVIEW
() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION
Promotional ______ Candidates
Open-Competitive ______ Candidates
Transfer ______ Candidates

Personnel Director Date

4. SELECTEE: ______

Appointing Authority Date

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

11-3

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 22

AGENDA
AUG - 3 2015

Date: July 30, 2015

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: August 18, 2015 Return Date: August 20, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: 2015 ACCA Annual Convention

Traveler (s) Name:
1. Donald Mims
2. Florence Cauthen
3. Elton Dean
4. Andrew Hall
5. Jiles Williams
6.

Check Mode of Transportation: County Vehicle [ ] Private Vehicle [xx] Commercial Air [ ] Other (Specify) [ ]

Total (est.) Cost: $5,497.30 Advance Registration Required: $1,000.00

Department Name: Administration Fund Name: General

Additional Comments: Registration-$1,000; Meals-$1,050; Mileage-$1,138.50; Hotel-$2,308.80

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 08/03/15 reimbursement of actual and necessary expenses in the approximate amount of $5,497.30 and advance registration of $1,000.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$22,500.00
Approved Requests:	$15,091.36
Budget Available:	$7,408.64
Current Requests:	$5,497.30
Budget Balance:	$1,911.34

Reviewed by: S. Thomas

Date: 7/30/2015

cc: Finance Director / Buyer

Revised October 12, 2005 12-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 23

AGENDA
AUG - 3 2015

Date: July 30, 2015
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Al
Departure Date: August 10, 2015 Return Date: August 10, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Demonstration of Paperless Agenda System

Traveler (s) Name:
1. Donald Mims
2. Florence Cauthen
3. DiDi Henry
4. Tammy Nix
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	xx	Other (Specify)	

Total (est.) Cost: $208.80 Advance Registration Required: $0.00
Department Name: Administration Fund Name: General
Additional Comments: Meals-$80: Mileage-$128.80

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

The above request is app. 08/03/15 reimbursement of actual and necessary expenses in the approximate amount of $208.80 and advance registration of $0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$22,500.00
Approved Requests:	$15,091.36
Budget Available:	$7,408.64
Current Requests:	$5,926.10
Budget Balance:	$1,482.54

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 7/30/2015
cc: Finance Director / Buyer

Revised October 12, 2005 12-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

AGENDA

AUG - 3 2015

Date: July 29, 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: Birmingham, Al
Departure Date: August 13, 2015 Return Date: August 13, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend NewWorld Systems User Group Meeting

Traveler (s) Name:
1. Sherrill Thomas
2. Lou Ialacci
3. Chad Nunn
4. Myrtle Singleton
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $105.80 Advance Registration Required: $0.00
Department Name: Finance Department Fund Name: General Fund
Additional Comments: Mileage

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

The above request is app. 08/03/15 reimbursement of actual and necessary expenses in the approximate amount of $105.80 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

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:	$1,812.65
Budget Available:	$1,187.35
Current Requests:	$105.80
Budget Balance:	$1,081.55

Reviewed by: S. Thomas
Date: 7/29/2015
cc: Finance Director / Buyer

Revised October 12, 2005 12-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

AUG - 3 2015

Date: July 21, 2015

To: Donald L. Mims, Administrator

From: George C. Speake

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: NOAA Gulf of Mexico Disaster Response Center in Mobile, AL

Departure Date: August 30, 2015 Return Date: September 3, 2015

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Attend the L-273 Course for Managing Floodplain Development Through the National Flood Insurance Program

Traveler (s) Name:
1. Jason Jackson
2. Jessica Shaw
3.
4.
5.
6.

Check Mode of Transportation: County Vehicle [ ] Private Vehicle [X] Commercial Air [ ] Other (Specify) [ ]

Total (est.) Cost: $1,489.58 Advance Registration Required: $0.00

Department Name: Engineering Dept. Fund Name: 111-53600.265

Additional Comments: Lodging: $994.08 Course is Free
Meals: $300.00
Mileage: $195.50

To: George C. Speake

From: Donald L. Mims, Administrator

The above request is app. 08/03/15 reimbursement of actual and necessary expenses in the approximate amount of $1,489.58 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	111-53600.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$8,376.20
Budget Available:	$1,623.80
Current Requests:	$1,489.58
Budget Balance:	$134.22

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/27/2015

cc: Finance Director / Buyer

12-4

Revised October 12, 2007

Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA

AUG - 3 2015

Request # 40

Date: July 28, 2015

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: St. Louis, Missouri

Departure Date: Tuesday, November 10, 2015 Return Date: Sunday, November 15, 2015

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Attend Grant Professionals Association Conference

Traveler (s) Name:
1. Regina Walker
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	X
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $2,400.00 Advance Registration Required: $783.00

Department Name: Sheriff's Office Fund Name: Sheriff's Fund

Additional Comments: personal vehicle to Birmingham, AL airport then fly to Missouri & return same
**ONLY THE ADVANCE REGISTRATION WILL BE PAID FROM
SHERIFF'S FUND 749-52110.499--REMAINING EXPS. FROM 2016 BUDGET

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 08/03/15 reimbursement of actual and necessary expenses in the approximate amount of $2,400.00 and advance registration of $783.00 is authorized.

To be completed by the Finance Department

Fund Code:	749-52110.499	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$417,000.00	
Approved Requests:	$379,673.97	
Budget Available:	$37,326.03	
Current Requests:	$783.00	
Budget Balance:	$36,543.03	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/28/2015

cc: Finance Director / Buyer

12-5

Revised October 12, 2005

AGENDA

AUG - 3 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 39

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	7/22/2015
DATE:	7/22/2015	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
Leadership Montgomery	001-57904.498	0	40,000	40,000
Fund Balance	001.35900		(40,000)	
	TOTAL	0	0	40,000

JUSTIFICATION:

Provide funding to Leadership Montgomery for program expenses.

13-1

AGENDA

AUG - 3 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT: Detention Facility REVIEWED: S. Thomas 7/29/2015

Finance Director Date

REQUESTED BY: Colonel W. Robinson APPROVED:

Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Copy Machine Rental	001-52200.223	10,500	(1,400)	9,100
Telephone	001-52200.251	7,000	(1,200)	5,800
Digital Cable Service	001-52200.259	5,760	(3,500)	2,260
Surety bonds	001-52200.273	500	(500)	0
Groceries	001-52200.328	535,200	(13,400)	521,800
Contract Services	001-52200.304	82,000	20,000	102,000
Medical and Dental Services	001-52200.158	1,909,740	180,000	2,089,740
Electricity	001-52200.244	405,000	23,000	428,000
Natural Gas	001-52200.245	74,000	(3,500)	70,500
Housing Federal Prisoners	001-40000.44600	(775,000)	(199,500)	(974,500)
	TOTAL	2,254,700	0	2,254,700

JUSTIFICATION:

Realign the budget to cover Medical and other contract services and electric budget. Increase in revenue from housing federal prisoners covering the Medical services and electricity budget shortages.

13-2

AGENDA

AUG -3 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT: Engineering REVIEWED: S. Thomas 7/29/15

Finance Director Date

REQUESTED BY: George C. Speake APPROVED:

Elected Official/Dept. Head 7/21/2015 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Constr. & Main. Supplies	111-53199.213	173,625	(9,000)	164,625
Repair & Main. Bldg Improv.	111-53199.231	2,000	1,000	3,000
Office Supplies	111-53600.211	7,200	6,500	13,700
Travel-Registration&Training	111-53600.265	8,500	1,500	10,000
Fuel & Lubricants	111-53700.212	16,300	(2,000)	14,300
Road Constr. & Main. Supplies	111-53700.213	12,610	2,000	14,610
	TOTAL	220,235	0	220,235

JUSTIFICATION:

Internal transfer to cover Travel Request #9, to purchase new computers for the Engineering office and to cover other budget shortages.

13-3

AGENDA

AUG - 3 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Support Service	REVIEWED:	S. Thomas	7/15/2015
	Myrtle Singleton	Finance Director		Date
REQUESTED BY:	Purchasing Manager			
Elected Official/Dept. Head		Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel and Registration	001-51901.265	2,000	710	2,710
Repair & Maintenance Bldgs	001-51901.231	172,312	(710)	171,602
	TOTAL	174,312	0	174,312

JUSTIFICATION:

To increase the travel and registration budget to cover the cost for the Purchasing Manager to attend the New World financial systems customer conference.

13-4

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2015-2

AGENDA

AUG - 3 2015

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	7/29/2015
DATE:	7/29/2015	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Laundry Service	001-52602.162	6,000	3,012	9,012
Security Contract Services	001-52602.186	32,500	14,500	47,000
Office Supplies	001-52602.211	15,000	1,200	16,200
Other Misc Supplies	001-52602.219	10,000	2,000	12,000
Electricity	001-52602.244	125,000	18,000	143,000
Natural Gas	001-52602.245	35,000	(17,000)	18,000
Water and Sewer	001-52602.246	15,000	(5,000)	10,000
Insurance-Building	001-52602.271	4,600	3,760	8,360
Legal Services	001-52602.305	2,000	3,000	5,000
Groceries	001-52602.328	75,000	(4,000)	71,000
Small Equipment purchases	001-52602.400	9,600	14,500	24,100
Communication Equipment	001-52602.542	183,112	(26,772)	156,340
Motor Vehicles	001-52602.551	32,000	(7,200)	24,800
Copy Machine Rental	001-52603.223	9,000	1,300	10,300
Cellular Service	001-52603.255	21,000	11,600	32,600
Uniforms	001-52603.203	1,000	(1,000)	0
Contract Services	001-52603.304	75,000	(11,900)	63,100
	TOTAL	650,812	0	650,812

JUSTIFICATION:

Realign the budgets to cover overages and provide for expenses through the end of the fiscal year.

13-5

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

July 15, 2015

Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

RE: Grant No. LIWAP-028-15

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **$49,635.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2015.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

Robert Bentley

Robert Bentley
Governor

RB/BM/ks

Enclosures

cc: Mr. Greg Clark

14-2

Department of Health & Human Services 15B1ALL1EA
CFDA-93.568

SUBGRANT AGREEMENT
LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-15
Grant Amount: $49,635.00

THIS AGREEMENT is entered into as of **July 1, 2015**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of fourteen typewritten pages and three attachments, as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 15B1ALL1EA

Federal Award Date: January 21, 2015

Subaward Period of Performance Start and End Date: July 1, 2015 – December 31, 2015

Amount of Federal Funds obligated by this action to the Subrecipient: $49,635.00

Total amount of Federal Funds obligated to the Subrecipient: $49,635.00

Total amount of Federal Award: $43,755,631.00

Federal Award project description: Low Income Low Income Home Energy Assistance

Name of Federal awarding agency: U.S. Department of Health and Human Services

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Jim Byard, Jr., Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. PURPOSE: The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **$49,635.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION: The Subrecipient shall commence performance of this Agreement on **July 1, 2015**, and shall complete performance to the satisfaction of the Department not later than **December 31, 2015**.

14-3

4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

5. TERMINATION: A clause addressing a termination for cause and convenience must be included in all contracts in excess of $10,000. The following provisions apply to termination under this Agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

   Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

   Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

   In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

   Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

6. HEARING ON APPEAL: The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

   The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

7. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of <u>Executive Order 11246</u> of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by <u>Executive Order 11246</u> of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in <u>Executive Order 11246</u> of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in <u>Executive Order 11246</u> of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of <u>Executive Order 11246</u> of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of $2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and

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Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT: In the event this contract or grant award is for an amount in excess of $150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

12. ENERGY CONSERVATION: The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

13. DEBARMENT AND SUSPENSION: The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

    The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 376). The Excluded Parties List System is available for access from the System of Award Management website at https://www.SAM.gov.

    The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its Subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any Department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

    The Subrecipient certifies that it has verified the suspension and debarment status for all Subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any Subcontractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the Subcontractor for work to be performed under this Agreement.

14. BYRD ANTI-LOBBYING ACT: Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

15. PROCUREMENT OF RECOVERED MATERIALS: 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds $10,000 or the value

of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. TOBACCO SMOKE: Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.

17. DRUG-FREE WORKPLACE REQUIREMENTS: In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

18. TRANSPARENCY ACT: Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

19. POLITICAL ACTIVITY: The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

20. HUMAN TRAFFICKING PROVISIONS: This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

22. MANDATORY DISCLOSURES: Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

23. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

25. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Agreement, 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.

26. DISCLAIMER: ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor, agency, or any other person.

27. ACCESS TO RECORDS: The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

28. ASSIGNABILITY: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

29. CONTINGENCY CLAUSE: It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this Award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

30. CONFLICT OF INTEREST: A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies

by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.

31. INDIRECT COSTS: In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

32. AUDIT REQUIREMENTS: All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than $500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with *Government Auditing Standards* (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

33. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS: The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

34. SUSPENSION OF PAYMENTS: Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

35. DISCLOSURE STATEMENT: Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of $5,000.

36. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

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

37. AMENDMENTS: The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

38. ATTACHMENTS: The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	July 1, 2015	1
B: Budget Sheet	July 1, 2015	1
C: Beason-Hammon Compliance	July 1, 2015	1

39. METHOD OF PAYMENT:

A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific conditions per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.

C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty days the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.

E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).

F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to $500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).

G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

A. The Subrecipient shall maintain such records and accounts which provide for:

(1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

(3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.

(4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.

(5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.

(6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.

B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.

C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.

D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

A. No equipment (non-consumable personal property), as defined by the ADECA Property Management Manual, may be purchased without the express written approval of the Department.

B. The Department shall have the right to determine at the termination or completion of this Agreement (or a later date if the Subrecipient continues to operate the Low Income Weatherization Assistance Program on behalf of the Department), the title, ownership, and disposition of all property and materials acquired under this Agreement with Federal Funds awarded by the Department.

C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards" (45 CFR Part 75), using the forms and procedures outlined in the Department's Property Management Manual.

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

Authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

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E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

(1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of LIWAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

(2) A balancing test must be used in applying Exemption (b)(6) in order to determine:

(A) whether a significant privacy interest would be invaded;
(B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
(C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

(3) A request for personal information including but not limited to the names, addresses, or income information of LIWAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

(4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work

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under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: http://www.nps.gov/nr/shpolist.htm
THPO contact information is available at the following link: http://www.nathpo.org/map.html

Section 110(k) of the NHPA applies to HHS funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the HHS Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at https://sws.nrel.gov/. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

Alabama Department of Economic & Community Affairs Department	**Montgomery County Commission** Subrecipient
Terri L. Adams June 26, 2015 Terri L. Adams Date Energy Division Chief	Authorized Official for Subrecipient Date
Jim Byard Jr. June 30, 2015 Jim Byard Jr. Date Director	Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Claudia Kennedy Smith AWT 6/30/2015
Claudia Kennedy Smith Date
General Counsel

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SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-15

ATTACHMENT A

WORK TO BE PERFORMED

July 1, 2015

1. The Subgrantee shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY	NUMBER OF UNITS
MONTGOMERY	6

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-15

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	$2,678.00		$2,678.00
PROGRAM OPERATIONS	$36,217.00		$36,217.00
HEALTH AND SAFETY	$10,740.00		$10,740.00

GRAND TOTAL: $49,635.00

C E R T I F I C A T I O N

GRANTEE LEGAL NAME: **MONTGOMERY COUNTY COMMISSION**

AGREEMENT NO. **LIWAP-028-15**

Signature ______________________

FEIN NO. ______________________

Typed Name ______________________

DUNS NO. ______________________

Title ______________________

Signature ______________________

Typed Name ______________________

Title ______________________

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

OFFICIAL SEAL
(if available)

____
Board Chairperson (name and signature)

____
Address

____

____

____
Date

MAILING ADDRESS:

____

____

____

____

LOCATION OF ENTITY RECEIVING AWARD:

____

____

____

____

Phone No. ______________________

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State of ____________________)

County of ____________________)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: ____________________

RE: Contract/Grant/Incentive (*describe by number or subject*):

____ by and between

____ (Contractor/Grantee) and

____ (State Agency, Department, or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of ____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY
Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER
Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

__________ *(a)* The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
__________ *(b)* The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this __________ day of ____________________ 20 ____.

____
Name of Contractor/Grantee/Recipient

By: ____

Its ____

The above Certification was signed in my presence by the person whose name appears above, on this

__________ day of ____________________ 20 ____.

WITNESS: ____

____
Printed Name of Witness

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State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD	
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

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AGENDA

AUG - 3 2015

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110
Telephone: 334-242-6535

Robert Bentley
Governor

John R. Cooper
Transportation Director

July 20, 2015

Mr. Kindell Anderson
Senior Transportation Planner
City of Montgomery
103 North Perry Street
Montgomery, AL 36104

Dear Mr. Anderson:

Re: Americans with Disabilities Act (ADA) Compliance and Self-Certification Compliance

The Alabama Department of Transportation (ALDOT) is committed to compliance with the Americans with Disabilities Act of 1990 (ADA) and the companion legislation enacted earlier, the Rehabilitation Act of 1973, specifically Section 504 of that Act.

In 2011, FHWA issued a corrective action for the State to review the Metropolitan Planning Organizations (MPOs) self-certification process as it relates to ADA Transition Plans and to acquire the necessary documentation to assure ADA compliance. An ADA Transition Plan is required for FY 2016-2019 TIP certifications. The transition plans must include actions necessary by the MPO and member governments to meet ADA/504 compliance requirements. It is recommended that all Alabama MPOs and member governments review the applicable provisions of 28 CFR 35.150 and 49 CFR 27.11 for an understanding of the scope and nature of the regulations. All member governments should be familiar with 28 CFR 35.150(d), prior to producing a transition plan.

ALDOT is tasked with oversight of all compliance measures undertaken by the MPOs and subrecipients of federal-aid funding. ALDOT and the MPOs must have documentation of all self-evaluations and ADA Transition Plans. MPO personnel should coordinate with the local government ADA coordinator for each member government and those assigned to develop the Transition Plan. The following necessary actions should be addressed immediately by each agency:

Within 90 days, please forward to ALDOT the following:

- Each member government must provide the agencies physical address, phone number, and email address to ALDOT Metropolitan Planning Section staff.
- Each member government must identify the ADA coordinator for their agency.
- Each member government must provide the status of their agency's transition plan.

For agencies that have not developed a transition plan, or cannot comply with the applicable provisions of ADA and Rehabilitation Act Section 504, those agencies must follow the

15-I

requirements of 49 CFR §27.11 *Remedial action, voluntary action, and compliance planning*, and which must be finalized within one year of this notice. ALDOT will monitor MPO progress on the development and implementation of all Transition Plans. MPO staffs are encouraged to work closely with ALDOT's Metropolitan Planning Section staff to ensure completion of the required tasking.

To meet compliance requirements, the MPO must provide the following to ALDOT Metropolitan Planning Section within 180 days:

- Signed Transition Plans for all applicable agencies; or
- Plan of action (49 CFR §27.11) for each agency without an approved Transition Plan to complete the Transition Plan.

Within one year, all transition plans must be in compliance. Fully compliant transition plans for all member governments are a prerequisite for MPO self-certification. Without the fully compliant transition plans, the MPO will be considered noncompliant for self-certification and will not be able to advance projects within the MPO TIP.

ADA Transition Plans will not be required in the formal planning documents. However, existing plans and documents with Title VI sections will need to state that an ADA Transition Plan exists and the location where it may be found. ADA Coordinator

Please contact your Region Office concerning any questions. In addition, Mr. Brian Davis, Office of Engineering Services, is available for assistance. You may reach Mr. Davis at (205) 327-4968.

Sincerely,

Ronald L. Baldwin

Ronald L. Baldwin, P.E.
Chief Engineer
Alabama Department of Transportation

RLB/DTA/RJJ/vj

c:
Mr. Don Arkle, P.E.
All Region Engineers
Mr. Brian Davis, P.E.
Mr. Robert J. Jilla, P.E.
Mr. Clarence Hampton
Mr. Mark Bartlett-FHWA
Mr. Clint Andrews-FHWA
file

15-2

PROPOSAL TO DEVELOP MONTGOMERY COUNTY'S ADA SELF EVALUATION AND TRANSITION PLAN

The Americans with Disabilities Act (ADA) originally passed on July 26, 1990 as Public Law 101-336 (42 U.S.C. Sec. 12101 et seq.), became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act is comprised of five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA requires state and local governments to make their programs, services and activities accessible to persons with disabilities. It also establishes physical access requirements for public facilities (buildings and sidewalks, etc.).

ADA SELF EVALUATION AND TRANSITION PLAN.

The ADA requires public entities with more than 50 employees to develop a transition plan. The Transition Plan must identify all structural modifications that are needed to buildings and facilities to ensure that programs, services and activities are accessible to people with disabilities. The Transition Plan must identify the steps necessary to complete the modifications and a time-frame for the needed modifications. The Transition Plan must:

1. Identify the physical barriers in buildings and facilities that limit the accessibility of programs, services and activities to individuals with disabilities.
2. Describe the modifications necessary to make the building or facility accessible.
3. Provide a schedule for making the modifications necessary to ensure compliance. If the modifications will require more than one year, identify the steps that will be taken, during that time frame, to ensure that the program, service or activity is accessible.
4. Identify the individual(s) responsible for the implementation of the Transition Plan.

ISSUE

These plan should have been complete by 1995. As a requirement from the Federal Highway Administration (FHWA) all Metropolitan Planning Organizations (MPO's) are require to gather and submit Transitional Plans from their member governments by January 2016.

If these plans are not in place by the by January 2016 funding to the MPO will be in jeopardy.

SCOPE OF WORK

The Central Alabama Regional Planning and Development Commission (CARPDC) proposes the following scope of services for the development of Montgomery County's ADA Self Evaluation and Transition Plan.

It is the intent of CARPDC to develop of Montgomery County's ADA Self Evaluation and Transition Plan utilizing the following format.

❖ Self-evaluation

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- *Primary Goal:* Conducting a self-evaluation of all public Rights-of-Way, with priority of commercial and high pedestrian trafficked areas, including a curb ramp schedule and sidewalk and parking evaluation, to include research, field data collection, and data analysis.

- *Secondary Goal:* Conducting a self-evaluation of all relevant public facilities, programs, services, and activities, to include research, field data collection, and data analysis.

- Coordinating the involvement of various stakeholders to include elected officials, County staff, disability advocacy groups, and the general public throughout the process.

- Developing a Transition Plan which will identify and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues,

- Providing management, monitoring, and tracking tools that will allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan.

COST OF SERVICES

The cost of developing the ADA Self Evaluation and Transition Plan will be $3,500.00.

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AGENDA

AUG - 3 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 40

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	8/7/2015
DATE:	8/7/2015	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
Central Alabama Comm Foundation	001-58100.498	0	10,000	10,000
Donation Revenue	001-40000.47701	(77,466)	(10,000)	(87,466)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	(77,466)	0	(77,466)

JUSTIFICATION:

To budget for an appropriation to Central Alabama Community Foundation to fund Educational Programs for youth who are from economically disadvantaged circumstances within Montgomery County.

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Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA
AUG - 3 2015

July 27, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Director of Risk Management

SUBJECT: City / County Risk Management Savings

The position of Director of Risk Management became effective October 1, 2014. A Memorandum of Agreement entered into on September 2, 2014 between the City of Montgomery and the Montgomery County Commission outlined the role of this position, as well as the intent to lower costs regarding employee health benefits, workers compensation and other services related to risk management. While this position has been in effect for just over nine months, I would like to document some areas of savings that have been achieved, as well as other areas which have avoided potential costs:

- Managing the County risk management functions while sharing time with the City. As a result, the reduction in my salary and benefits from the County for this current year will equate to over $87,000 in savings.
- In complying with the affordable Care Act, a Health Plan Identification was established for the City and County. In addition, after evaluating the various methods of paying the transitional reinsurance fee, the snapshot factor method was used which saved approximately $60,000 to the City and $18,000 to the County compared to the actual count method.
- Renegotiating the physical therapy vendor's rates for the City's workers compensation claims which will result in annual savings in excess of $40,000.

- Coordinating the RFP process for the City's excess health insurance coverage which resulted in over $30,000 savings from the original proposal.

There have been other areas of coordination which have certainly helped to avoid potential future costs, for example, with representing the County's interests regarding the Downtown Environmental Alliance in transferring the case from EPA to ADEM (a three year process).

In addition to the efficiencies mentioned above, a Joint Risk Management Committee was established to review strategies of risk management. In nine months, the savings for the County are approximately $105,000 and the City savings are $130,000.

HCC Excess Health Proposal – FY16

Deductible options	Estimated Premiums
$200,000 (with 3 individual deductibles of $225k, $250k & $350k)	$193,519
$300,000	$127,145
$400,000	$85,400

Contingent on providing 50% report for 10/1/14-7/31/15

18-1

Annual Claim Cost by Category

- Active
  - 458– Individual Coverage – Average Cost is $6996; County pays 88% of cost.
  - 308 – Family Coverage – Average Cost is $11,988; County pays 73% of cost.
  - 766 – Total – Average Cost is $8466.
- Pre-65 retiree
  - 119 – Individual Coverage – Average Cost is $7679; County pays 89% of cost.
  - 67 – Family Coverage – Average Cost is $13,150; County pays 76% of cost.
  - 186 – Total – Average Cost is $9293.
- Post-65 retiree
  - 164 – Individual Coverage – Average Cost is $3525; County pays 84% of cost
  - 54 – Family Coverage – Average Cost is $6039; County pays 79% of cost
  - 218 – Total – Average Cost is $4266.

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Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

AGENDA
AUG - 3 2015

M E M O R A N D U M

July 29, 2015

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Public Comment During Commission Meetings

During the last commission meeting, the Commission asked that I research how other county commissions handle public comments during a regularly scheduled commission meeting. I researched eight county commissions throughout the state of Alabama and the findings are as follows:

Autauga County – Public comments are allowed at the end of the meeting before adjournment

Baldwin County - Public comments are allowed at the end of the meeting before adjournment

Elmore County – a person wishing to speak about an agenda item must pre-register online and be approved ahead of the meeting in order to speak on the item before the vote.

Jefferson County – Public comments are allowed before new business is addressed

Madison County - Public comments are allowed at the end of the meeting before adjournment

Mobile County – No public comment is allowed during the regular session

Shelby County - Public comments are allowed before new business is addressed

Tuscaloosa County - Public comments are allowed at the end of the meeting before adjournment

Please let me know if you have any other questions.

20-1

Tammy Nix

From:	Britton Henig <britton@fralan.com>
Sent:	Thursday, July 23, 2015 8:30 AM
To:	Donald Mims; Florence Cauthen; Sherrill Thomas
Subject:	FW: Montgomery Co. Series 2015 - Final Schedules
Attachments:	MontgomeryCntyGOSCHRef.pdf

AGENDA

AUG - 3 2015

Good morning, hope everyone is doing well. I wanted to email you the final schedules from yesterday's sale. As we discussed, we were very pleased with how well everything turned out and the strong reception the issue received in the market. I mentioned this earlier this week in our briefing at the Commission meeting, but will reiterate it again: The County should be very proud of the hard work that has been done to put you in the position you are in financially as well as the overall strength of the organization. As evidenced by your strong ratings, you are doing all the right things and set a strong example for other Counties in our State to follow.

A few of the highlights from the sale:

- The County will receive about $1,068,000 at closing. This is about $200,000 more than what we initially thought on Monday.
- Further, you will have a cash flow savings for FY 2015 of over $500,000. This money can now be applied elsewhere and not towards debt service.
- Combining those your total present value savings is over $1.5MM, which is 7% savings on the issue. This is more than double the recommended amount, 3%, to move forward on a refunding.
- We were able to work w/ the professionals involved and keep issuance expenses at a minimum. They equated to about 1% of the total issue, which is extremely low compared to other issues.

Finally, I want to once again say thank you for the trust that you put in our Firm. I know that often times making a change from what you are accustomed to can make you hesitant. Since April, when we first met with you, our stated goal has been to get you the best possible financing available all the while trying to minimize the burden put on you to gather information etc. I know we got the best financing available, and I hope it wasn't too much on ya'll (don't answer that Sherrill!). It has been a real pleasure working with each of you and we look forward to opportunities to do so again in the future.

Should you need anything or have any questions please do not hesitate to contact me. We look forward to our pre closing lunch with you in a few weeks and will be back with details regarding that soon.

Thanks,

Britton

AGENDA

AUG - 3 2015

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	Yes	No	N/A
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	X		
2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds.			X
3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds.	X		
4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.	X		
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	X		
6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.	X		
7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds.	X		
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	X		
9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement.	X		

Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:

10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. X ___ ___

11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. X ___ ___

Complete the following section in connection with a swap agreement:

12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, ***Code of Alabama 1975***. ___ ___ ___

13. The County Commission has reviewed or had explained by the adviser selected all documentation provided pertaining to the swap agreement. ___ ___ ___

14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. ___ ___ ___

    Name of Employee/Official ____________________

15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. ___ ___ ___

16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." ___ ___ ___

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature ______________________________

Printed Name Elton N. Dean, Sr.

Title Chairman of Montgomery County Commission

Date of Issuance of Bonds or Swap Agreement July 22, 2015

In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the County Administrator, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature ______________________________

Printed Name Clinton D. Graves

Title Bond Counsel

Company Name Gilpin Givhan, PC

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

Mailing Address: ***State of Alabama Department of***
Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251

Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Bond Counsel / Gilpin Givhan, PC	$ 30,000
Issuer Counsel / Haskell Slaughter & Gallion, LLC	5,000
Issuer Counsel / Means Gillis Law, LLC	5,000
Ratings / Moody's Investors Service, Inc.	17,500
Ratings / Standard & Poor's Rating Services	14,875
Printing / Walker 360	1,000
Verification / Jackson Thornton & Co., PC	3,000
DTC	4,000
CUSIP	400
Paying Agent / Regions Bank /Acceptance Fee	1,500
Paying Agent / Regions Bank / Escrow Fee	1,000
Financial Advisor / Public Financial Management, Inc.	17,500
Underwriting Discount / Frazer Lanier and Liberty Bank and Trust Company	135,030
Miscellaneous	1,225

Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature ____________________

Printed Name Elton N. Dean, Sr.

Title/County Chairman of Montgomery County Commission

Date of Issuance of Bonds August 6, 2015

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature ____________________

Printed Name ____________________

Title/Company The Frazer Lanier Company Incorporated

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by
_______________________________ (County Commission) on
______________ (Date of Issuance), I/We do hereby acknowledge the following:

	Yes	No	N/A
1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement.	___	___	___
2. I/We have disclosed all fees associated with the swap agreement to the County Commission.	___	___	___
3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, ***Acts of Alabama.***	___	___	___

Bond Underwriter/Swap Agreement Provider:

Signature ____

Printed Name ____

Title ____

Company Name ____

Books & Periodicals over the last 9 years

2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
$48,000	$225,000	$312,000	$340,507	$385,507	$440,885	$447,337	$447,337	$552,337	$466,242

A D J O U R N M E N T

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

Donald L. Mims
Administrator

Elton N. Dean, Sr.
Chairman