

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
JULY 21, 2014

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:11 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to the Alabama Shakespeare Festival for educational programs.

Chairman Dean requested a \$500 miscellaneous appropriation from his account to the City of Montgomery Recreation Department for Goodwyn Community Center and Park for the summer program.

Commissioner Ingram requested a \$2,000 miscellaneous appropriation from his account to the Board of Education, Park Crossing High School for the Athletic Department.

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

PRESENTATION BY CITY OF MONTGOMERY MAYOR TODD STRANGE AND ATTORNEY ROBERT GILPIN WITH GILPIN GIVHAN, PC

City of Montgomery Mayor Todd Strange discussed the Project Development Agreement by and among the County, the City and Stivers Ford Lincoln, which was on the agenda.

Attorney Robert Gilpin with Gilpin Givhan, PC and Mayor Strange briefed the Commission regarding a proposed Project Agreement with the City and County of Montgomery and RLM Properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth concerning an economic development incentive project. After discussion, the Commission agreed to place this item on the next agenda.

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

Griffin Harris and Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding a Bid Award for Annex I Third Floor renovations for the District Attorney's Office and Child Support Unit, PH&J Number: 1208-GVC. The bid included a Base Bid, Alternate 1 (Grand Jury and District Attorney Audio/Visual System) and Alternate 2 (County Digital Signage System). District Attorney Daryl Bailey thanked the Commission for moving forward with the renovation of the offices. After discussion, the Commission agreed to waive rules and add the Bid Award for the Base Bid and Alternate 1 to the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR OF COMMUNITY CORRECTIONS PAUL BROWN

Executive Director of Community Corrections Paul Brown requested to hire a Community Corrections Officer at Pay Grade A06, Step 5. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY MONTGOMERY AREA CHAMBER OF COMMERCE SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN MCNAIR

Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair updated the Commission regarding economic development projects in Montgomery.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas presented an updated list of bank depositories for the remainder for the 2014 Calendar Year, which included Trustmark National Bank. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas presented a resolution regarding a one-time lump sum payment to County retirees and beneficiaries. The Commission agreed to discuss this item during the County's budget hearings.

DISCUSSION BY THE COMMISSION

Commissioner Ingram informed his fellow Commissioners that he needed more information regarding the Stivers Ford Lincoln, Inc., economic development incentive terms, specifically the monitoring of the employment target, and recommended tabling the item until the next meeting. Vice Chairman Harris stated that he shared in his concerns but he could not agree to table the matter. Commissioner Walker stated that she would like to review the I-65 Corridor Agreement before voting on the matter. Commissioner Williams asked Commissioner Ingram if he had spoken to Mr. Eddie Stivers and Commissioner Ingram responded that he had not yet. Chairman Dean stated that the Commission would need to be together on this matter but it does not need to be tabled.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that several department heads, including Administrator Mims, expressed that they are very interested in the Time and Attendance software system. Administrator Mims stated that he thought it would be a great tool and recommended working it at the budget meetings. Mr. Ialacci responded that it is a large investment.

Mr. Ialacci expressed his concerns about additional costs of Alternate 2 (County Digital Signage System) of the Bid for the District Attorney's Annex I office. He also agreed with Commissioner Harris that there would be additional costs to implement the system in other facilities. Administrator Mims stated that he would brief the Commission further.

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

County Engineer George C. Speake recommended the Commission approve Engineering Budget Change Request Number 10 regarding reallocation of funds to cover cost of the Engineering Department's Microstation software license. The Commission agreed to waive rules and add this item to the agenda.

He also mentioned that Engineering Department personnel would be replacing a deteriorated cross-drain pipe on Cillie Lane Wednesday, July 23, 2014. Additionally, survey work is now underway for the Vaughn Road widening and resurfacing project, and the Butler Mill Road resurfacing project is scheduled for the November 2014 ALDOT letting.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Performance Evaluation of County Engineer George Speake and annual merit increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13, effective April 7, 2014. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims distributed an opinion from County Attorney Tyrone C. Means regarding the Bid Award for janitorial services, in which Attorney Means requested further due diligence would need to be thoroughly fleshed out before a bid can be awarded. Vice Chairman Harris noted Code Section 41-16-20, which pertains to a 5% preferred vendor preference. The Commission requested for County Attorney Gallion to work with County Attorney Means and present an opinion at the next meeting. (Copy of County Attorney Mean's Opinion, Agenda Pages 27-1 through 27-13, is attached to these Minutes.)

After further discussion, the Commission agreed to waive rules and add to the agenda a thirty (30) day extension of the current janitorial contracts.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 1 from Community Corrections, Budget Change Request Number 2 from the District Attorney's Office, Budget Change Request Number 3 from the Personnel Department and Budget Change Request Numbers 1 and 2 from Risk Management. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for July, August and September 2014.

Administrator Mims presented the Population Report for June 2014 for the Mac Sim Butler Detention Facility.

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 Ingram.

The Pledge of Allegiance was led by Commissioner Walker.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of July 7, 2014. 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.

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

PUBLIC HEARINGS

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

PUBLIC HEARING NOTICE

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

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), Montgomery County, Alabama (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, July 21, 2014, beginning at 9:30 a.m. in the Commissioners' Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama (the "City"), and Stivers Ford Lincoln, Inc., a Delaware Alabama corporation ("Stivers Ford").

BACKGROUND

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

WHEREAS, Stivers Ford is in the process of redeveloping and renovating certain real estate located in the County that Stivers Ford leases from Stivers Realty, L.C., a Missouri limited liability company (the "Project Site"); and

WHEREAS, Stivers Ford will continue to operate an automobile retail sales and service business (the "Project") on the Project Site; and

WHEREAS, Stivers Ford commits that the Project will create full-time jobs for at least twenty five (25) direct employees of the Company and represent a capital investment equal to or greater than Three Million Three Hundred Fifty Thousand and No/100 Dollars (\$3,350,000.00); and

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

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

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

SUMMARY OF THE TERMS OF THE AGREEMENT

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

CONCLUSION

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

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

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

End of Public Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the proposed action to be taken by the Montgomery County Commission with regard to a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Stivers Ford Lincoln. Commissioner Ingram asked Attorney Riley W. Roby of Balch & Bingham LLP Law Firm if there is any way to monitor the employment of 25 individuals. Mr. Roby responded that the project agreement does not contain anything about monitoring the employment of the 25 individuals. He went on to explain that Stivers is just outside the boundaries of the I-65 Corridor Agreement. Chairman Dean thanked Mr. Roby and then declared the Public Hearing closed.

PUBLIC HEARING REGARDING FORMAL AMENDMENT TO CDBG PROJECT NO. CY-CM-RR-12-005, REQUESTING ADECA TO ALLOW THE EASTWOOD VILLA CDBG HOUSING REHABILITATION PROJECT AREA TO BE EXPANDED

PUBLIC HEARING NOTICE
Regarding Formal Amendment to
CDBG Project No. CY-CM-RR-12-005

The Montgomery County Commission will hold a public hearing on Monday, July 21, 2014 at 9:30 AM at Annex III, 101 South Lawrence Street, Commissioner's Court, Montgomery, Alabama 36104. The purpose of this hearing is to consider a formal amendment request to ADECA to allow the Eastwood Villa CDBG Housing Rehabilitation project area to be expanded.

The County is seeking public comment on this formal amendment request. All citizens are invited and urged to attend and express their views regarding formal amendment to the above referenced CDBG project.

Any person with a disability or communication impairment should contact the Montgomery County Commission at (334) 832-1210, if special accommodations are needed. The County will attempt to accommodate all reasonable requests.

End of Public Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding formal amendment to CDBG Project No. CY-CM-RR-12-005, requesting ADECA to allow the Eastwood Villa CDBG Housing Rehabilitation Project area to be expanded. CARPDC

Community Development Specialist Leslie York stated that she officially wanted to request an amendment to the Eastwood Villa project, which would expand the area by four additional streets. She explained that they have exhausted the original area. Commissioner Ingram told Ms. York that she is doing a great job. Chairman Dean thanked Ms. York and then declared the Public Hearing closed.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A PROJECT DEVELOPMENT AGREEMENT BY AND AMONG THE COUNTY, THE CITY OF MONTGOMERY, ALABAMA, AND STIVERS FORD LINCOLN

Administrator Mims presented the following Resolution:

RESOLUTION

WHEREAS, the County Commission of Montgomery County, Alabama (the “County”) has caused legal notice (the “Notice”) of proposed action to be taken by the County with regard to that certain Project Development Agreement (the “Agreement”) by and among the County, the City of Montgomery, Alabama, and Stivers Ford Lincoln, Inc., a Delaware corporation (the “Corporation”), to be published in The Montgomery Advertiser on July 12, 2014; and

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

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

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

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

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

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

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

ADOPTED this the 21st day of July, 2014.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donnie Mims, County Administrator of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at its regular meeting held the 21st day of July, 2014.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the 21st day of July, 2014.

End of Resolution

Vice Chairman Harris made a motion to adopt the Resolution authorizing execution and delivery of a Project Development Agreement. The motion was seconded by Commissioner Williams. Chairman Dean, Vice Chairman Harris and Commissioner Williams voted in favor of the motion. Commissioner Ingram and Commissioner Walker voted in opposition and the motion carried. Commissioner Ingram emphasized that he is not against this but he wanted to table it to get more information. (Copies of Agreement and Email, Agenda Pages 1-3 through 1-18, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING FORMAL
AMENDMENT TO CDBG PROJECT NO. CY-CM-RR-12-005, REQUESTING ADECA TO
ALLOW THE EASTWOOD VILLA CDBG HOUSING REHABILITATION PROJECT AREA
TO BE EXPANDED

Administrator Mims presented the following memorandum and Resolution:

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
 County Administrator

SUBJECT: Resolution regarding Eastwood Villa Housing Rehabilitation Project

During the July 7, 2014 County Commission meeting, the Commission agreed to place on the next agenda a Resolution authorizing a formal Amendment to CDBG Project Number CY-CM-RR-12-005, requesting ADECA to allow the Eastwood Villa CDBG Housing Rehabilitation Project Area to be expanded.

I am requesting approval of this item.

End of Memorandum

RESOLUTION

(To authorize Formal Amendment No. 1 to CDBG Project No. CY-CM-RR-12-005)

WHEREAS, the Montgomery County Commission was awarded an FY 2012 grant through the Community Development Block Grant (CDBG) Program administered by the Alabama Department of Economic and Community Affairs (ADECA) to provide housing rehabilitation improvements in the Eastwood Villa Community of the County; and

WHEREAS, the original approved project area was defined as those housing units located from Plaza Drive west; and

WHEREAS, all efforts to obtain a sufficient number of applicants from the original project area have been exhausted and grant funds remain to rehabilitate additional housing units; and

WHEREAS, upon review of remaining funds the County desires to extend the project area to include additional streets that include Camellia Drive, Capri Drive, Edwards Lane, Eastwood Boulevard, and houses on Miller Creek Drive west, from and including house number 164; and

WHEREAS, no change to the project budget is necessary; and

WHEREAS, based on the need to change the scope of work by expanding the area in which program activities are occurring, the County has determined that according to ADECA Policy Letter No. 2 (Revision 6), a formal amendment of the project is required.

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

SECTION 1. That the Montgomery County Commission desires and agrees to request from ADECA approval of Formal Amendment No. 1 of CDBG Project No. CY-CM-RR-12-005.

SECTION 2. That with said formal amendment the County is requesting to revise the project area as shown on the map attached hereto, to extend the project area to include additional streets that include Camellia Drive, Capri Drive, Edwards Lane, Eastwood Boulevard, and houses on Miller Creek Drive west, from and including house number 164.

SECTION 3. That no change to the project budget or number of project beneficiaries is anticipated with this formal amendment.

SECTION 4. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to amend said grant on behalf of the Montgomery County Commission and take other such actions as may be necessary to accomplish acceptance of Formal Amendment No. 1.

PASSED, ADOPTED, AND APPROVED this the 21st day of July, 2014.

End of Resolution

Commissioner Williams made a motion to adopt the Resolution. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copies of Map and Letter, Agenda Pages 2-3 and 2-4, are attached to these Minutes.)

POLICY COMMITTEE FOR THE RURAL PLANNING ORGANIZATION OF CENTRAL ALABAMA – APPROVED BOARD MEMBER APPOINTMENT

Administrator Mims presented the following memorandum:

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Board Member Appointment to the Policy Committee for the Rural Planning Organization of Central Alabama

During the June 2, 2014 County Commission meeting, Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a request for an additional member be selected to serve on the Policy Committee for the Rural Planning Organization of Central Alabama.

During the July 7, 2014 County Commission meeting, Commissioner Reed Ingram nominated Ms. Marion Giles to serve on the Policy Committee. Ms. Giles has agreed to serve in this capacity and I am requesting that the Commission approve her appointment.

End of Memorandum

Commissioner Williams made a motion to approve the appointment of Marion Giles to the Policy Commitment for the Rural Planning Organization of Central Alabama. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

Chairman Dean told Ms. Giles that he is glad she accepted the board member appointment.

PINE LEVEL WATER AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Administrator Mims presented the following memorandum:

July 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Board Member Appointment to the Pine Level Water Authority

The Montgomery County Commission, at its meeting on July 7, 2014, agreed to place on the next agenda the appointment of Mr. Robert Ryals to the Pine Level Water Authority for a term ending March 1, 2015.

I am requesting that the Commission approve this item.

End of Memorandum

Commissioner Ingram made a motion to appoint Mr. Robert Ryals for a term expiring March 1, 2015. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 4-2, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED 2013 ANNUAL REPORT OF
INSOLVENTS, ERRORS IN ASSESSMENTS, TAXES IN LITIGATIONS, LANDS BID AND
ABATEMENTS AND RELATED RESOLUTION

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

July 11, 2014

MEMORANDUM

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner

SUBJECT: Approval of 2013 Tax Year Annual Report

In accordance with the Code of Alabama, 1975 §40-5-23, attached please find State form DFC 22, entitled “Insolvents, Errors and Taxes in Litigation for 2013 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s)” required by the State as well as the corresponding County Resolution required by the Commission.

We respectfully request approval of both reports at the July 21, 2014 Montgomery County Commission meeting.

Thank you for your consideration.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of 2013 Annual Report and Resolution, Agenda Pages 5-2 through 5-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM NORMENT SECURITY GROUP REGARDING MONTGOMERY COUNTY COURTHOUSE DURESS ALARMS SYSTEM UPGRADE

Administrator Mims presented the following memorandum:

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Proposal from Norment Security Group

The Montgomery County Commission, at its meeting on July 7, 2014, agreed to place on the next agenda, a Proposal from Norment Security Group regarding the Montgomery County Courthouse Duress Alarms System update.

I am requesting the Commission approve \$14,580 for all Duress Switches, PLC, and (1) Touch-screen for Courtroom Security Office and \$1,122 for email notification capability implementation (material and labor), which totals \$15,702.

Attachment

End of Memorandum

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

COUNTY COMMISSION – APPROVED CONTRACT AMENDMENT 2 FOR PEST CONTROL SERVICES FOR COUNTY BUILDINGS, CONTRACT NUMBER 51100-13B-024

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: June 27, 2014
RE: Contract 51100-13B-024
Pest Control Service for County Buildings

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

This will allow for the contract to be extended for one (1) year, beginning September 1, 2014 and ending on August 31, 2015.

All pricing will increase by 5% in accordance with the terms of the contract.

Attachment

End of Memorandum

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

COUNTY COMMISSION – APPROVED PAYMENT TO THE CITY OF MONTGOMERY FOR ADDITIONAL FUNDING TO CH2M HILL NOT TO EXCEED \$29,000 (60/40 SPLIT OF \$71,000 WITH THE CITY OF MONTGOMERY) FOR THE MONTGOMERY DOWNTOWN ENVIRONMENTAL ALLIANCE PROJECT, SUBJECT TO FUNDING FROM THE TIF OR GENERAL FUND

Administrator Mims presented the following memorandum from Risk Manager Scott Kramer:

July 3, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: Invoice from CH2M Hill – Downtown Environmental Alliance

Last year, CH2M Hill was hired by the City of Montgomery to facilitate a public-private partnership to address the Downtown Environmental project. The goal of the Downtown Environmental Alliance has been to work towards getting this issue transferred to ADEM. CH2M Hill has provided expert technical advice, as well as additional testing to pinpoint the scope of future remediation efforts. In March of this year, the County Commission agreed to share this cost based on the 60/40 split not to exceed \$40,000. The latest invoice proposal, approximately \$71,000, from CH2M Hill is based on the following efforts:

- Continued facilitation of the DEA members to expedite the EPA Cost Negotiations and preparation of the various agreements
- Technical discussions with ADEM regarding the CSM, additional data needs and the likely technical/regulatory path forward to obtain closure for the site.
- Coordination of the bi-weekly phone calls to continue progress on the agreements and EPA negotiations that the DEA is working on
- Providing technical representation at one or two negotiation meetings with EPA

I request approval of payment to the City of Montgomery for these proposed efforts of CH2M Hill not to exceed \$29,000 (40% of the invoice).

End of Memorandum

Commissioner Ingram made a motion to approve the request subject to funding from the TIF or General Fund. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

COMMUNITY CORRECTIONS – APPROVED THE 2014-2015 ANNUAL COMMUNITY CORRECTIONS PLAN

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

MEMORANDUM

July 10, 2014

TO: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Request for Commission Agenda Item - Commission Review and Approval of the
2014-2015 Annual Community Corrections Plan

Dear Mr. Mims:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority, the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Montgomery County Community Corrections Authority to receive continued State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$365,000 for the upcoming fiscal year.

The MCCPCA Board met in a Special Call Session of the Board on Tuesday, July 8th and unanimously approved the proposed annual plan for adoption and referral to the Commission (for final approval) the FY 2014-2015 annual plan for Montgomery County Community Corrections. I briefed the Commission on Monday July 7th, 2014 on the Annual Plan and at that time advised the Commission that evidence of an approved plan is required to be submitted to the Alabama Department of Corrections no later than July 31st, 2014 for consideration of reimbursement funding during the 2014-2015 fiscal year.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program, drug abuse screening, drug/alcohol abuse assessments, referrals to community-based providers for services and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration. The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability. The funds received from the Alabama Department of Corrections fully cover the cost of delivering services to the offenders for which

we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

As previously mentioned, the Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on Thursday, July 31st, 2014, I respectfully request that the review and approval of the plan as submitted be placed on the next Commission Agenda for consideration.

Respectfully submitted,

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

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:

July 21, 2014

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims, County Administrator
SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

C-2014-89: Cancer Wellness Foundation of Central Alabama, for Social Services Program to Provide Transportation - \$500; (Harris)
C-2014-90: Family Sunshine Center for Family Services Program - \$2,000; (Walker-\$2,000)
C-2014-91: Montgomery County Recreation Department, Bellingrath-Southlawn Dixie Youth Baseball League - \$1,200; (Dean)

NC-2014-99: Alabama Cooperative Extension System, for the 2014 Successful Aging Initiative Conference - \$1,500; (Dean-\$500, Ingram-\$500 and Walker-\$500)

End of Memorandum

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

C-2014-92: Alabama Shakespeare Festival, for Educational Programs - \$1,000; (Harris)

NC-2014-100: City of Montgomery Recreation Department, for Goodwyn Community Center and Park, for Summer Program - \$500; (Dean)

NC-2014-101: BOE, Park Crossing High School, for Athletic Department - \$2,000; (Ingram)

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

SUPPORT SERVICES – APPROVED BUDGET CHANGE REQUEST NUMBER 1 FOR \$18,000 FOR THE PURCHASE OF COUNTY MAIL ROOM VEHICLE

Administrator Mims requested approval of Budget Change Request Number 1, Support Services.

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission. (Copies of Budget Change Request and Memorandum, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 24 FOR \$25,000 FOR THE BUILDING OF FREEDOM PARK AT MAXWELL-GUNTER AFB

Administrator Mims requested approval of Budget Change Request Number 24, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Request and Letter, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 25 FOR \$5,000 TO THE FAMILY SUNSHINE CENTER

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

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 26 FOR \$20,000 TO COMMON GROUND MONTGOMERY

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

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

COUNTY COMMISSION – APPROVED POSITION FILL REQUEST FOR CLERK TYPIST
II, POSITION NUMBER 200012014

The Administrator presented the following memorandum:

July 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Clerk Typist II

The Montgomery County Commission, at its meeting on July 7, 2014, agreed to place a Position Fill Request for Clerk Typist II for the County Commission office on the July 21, 2014 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 15-2, is attached to these Minutes.)

OMNIBUS VOTE

Administrator Mims requested that the Commission omnibus the following two items, and the Commission concurred. Commissioner Ingram made a motion to approve the two agenda items. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (5)

The Administrator presented the following memorandum:

July 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on July 7, 2014, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 19
- (2) Corrections Officer Trainee/Corrections Officer, Position Number to be determined
- (3) Corrections Officer Lieutenant, Position Number 154
- (4) Corrections Officer Sergeant, Position Number to be determined
- (5) Corrections Officer Corporal, Position Number to be determined

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Commissioner Ingram made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-2 through 16-6, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR COURT SECURITY OFFICER, POSITION NUMBER 156

The Administrator presented the following memorandum:

July 16, 2014

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 7, 2014, agreed to place a Position Fill Request for Court Security Officer, Position Number 156, from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

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

End of Omnibus Vote

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE DETENTION OFFICER, POSITION NUMBER 900300017

The Administrator presented the following memorandum:

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Youth Facility

During the July 7, 2014 County Commission meeting, the Commission agreed to place a Position Fill Request for Juvenile Detention Officer, Position Number 900300017 on the next agenda for the Youth Facility.

I am requesting approval of this item.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (6)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Probate Judge's Office	Request Number 7
2. Parks and Recreation Department	Request Number 2
3. Appraisal Department	Request Number 15
4. Community Corrections	Request Numbers 15 and 16
5. District Attorney's Office	Request Number 40

Commissioner Walker made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 19-1 through 19-6, 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 (6)

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

DEPARTMENT

1. Community Corrections
2. District Attorney's Office
3. Engineering Department
4. Personnel Department
5. Risk Management

BUDGET CHANGE REQUESTS

- Request Number 1
Request Number 2
Request Number 10
Request Number 3
Request Numbers 1 and 2

Commissioner Ingram made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Requests and Memorandum, Agenda Pages 20-1 through 20-6, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED HIRING COMMUNITY CORRECTIONS OFFICER AT PAY GRADE A06, STEP 5 (\$39,442)

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

MEMORANDUM

July 9, 2014

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Request for Commission Agenda Item - Request for Approval of Step 5 Salary for
Prospective Community Corrections Officer

Please place on the agenda for the next scheduled County Commission meeting my request for the Commission to consider a prospective Community Corrections officer hire at Step 5 in Pay Grade A06. Due to the immediate need to secure an Officer and upcoming immediate training opportunities for a new officer (July 31-August 1, 2014) that will not be available again until 2015, I am respectfully requesting that the Commission consider waiving the rules and approving the proposed hire at Step 5 in pay grade A06.

I have reviewed the current Roster of candidates and interviewed several prospective candidates for Community Corrections Officer. The individual who is considered the best suited candidate for the position is Demetric Shipman. This candidate has a B.S. Degree in Criminal Justice (from Troy State Univ.) and holds a current certification as an APOST Peace Officer. Mr. Shipman has over seventeen (17) years of correctional experience including ten (10) years' experience as a Probation/Parole Officer serving the Montgomery County Circuit Courts. This individual has experience as an adult case manager for offenders in the Court we presently serve.

This candidate reports that his salary with his most recent position with the Alabama Department of Pardons and Parole to have been in excess of \$46,000 per year.

This prospective candidate is seeking to work with an agency that deals more closely with community organizations and supervises adult caseloads and permits more individualized attention to offender needs. Based on this candidate's education, APOST certification, extensive local Montgomery County Circuit Court experience as well as case management experience, this individual merits a salary step well above the entry Step 1 on the present A06 salary scale. The present Community Corrections budget would allow for a salary offer up to step 5 or \$39,442, without exceeding the present staff salary budget. The Step 1 salary for the A06 Pay Grade is \$34,561. The proposed salary offer is similar to salary offers made to the other newly-hired Officers in the past, for the same position, with a similar amount of education case management experience and with familiarity with the Circuit Courts of Montgomery County.

I recommend to the Commission and the City-County Personnel Board that this individual be hired as a Community Corrections Officer and based on the qualifications previously mentioned, I recommend that he be hired at Step 5 on the A06 pay scale (\$39,442). To allow the hiring of this individual in time to refer him to mandatory training in July, I respectfully request that the Commission waive rules and approve this request at the July 21, Commission Meeting.

Respectfully submitted,

/s/ Paul H. Brown - Executive Director

End of Memorandum

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

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE
HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 3ATL (FY2013 -
\$30,000)

Administrator Mims presented the following memorandum from the Montgomery County Sheriff's Office:

July 14, 2014

MEMORANDUM

TO: Tammy Nix, Administrative Secretary
Montgomery County Commission

FROM: Christie Vazquez
Montgomery County Sheriff's Office

SUBJECT: New 3ATL Grant

Please find attached two original Cooperative Agreements for a new grant (3ATL) that need to be signed by Mr. Dean. Please let me know once Mr. Dean has signed both agreements and I will pick them up at the front desk.

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

End of Memorandum

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

SUPPORT SERVICES – APPROVED THIRTY DAY CONTRACT EXTENSIONS FOR THE CURRENT JANITORIAL SERVICES CONTRACTS

Administrator Mims requested that the County Commission extend the current Janitorial Services Contracts for thirty (30) days.

Commissioner Ingram made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. The following are the contracts that were extended: Contract Number 51901-12B-001 with American Facility Services, Contract Number 51901-12B-016 with Penn & Sons, Inc., and Contract Number 51901-13B-021 with Penn & Sons, Inc.

DETENTION FACILITY – APPROVED BID AWARD FOR INMATE PHONE SYSTEM, BID NO. 52200-14B-008

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: July 16, 2014

SUBJECT: Bid No. 52200-14B-008, Inmate Phone System

Request approval of award of a three (3) year contract, to Legacy Inmate Communications, for Inmate Phone Service, be placed on the agenda for the County Commission meeting on July 21, 2014. (copy of spread sheet attached)

The two companies that complied with bid specifications are Legacy Inmate Communications, and Telmate. Legacy Inmate Communications offers a higher commission rate of 63%. They also offer \$1.00 flat rate for local calls or prepaid for a 15 minute call. (copy of recommendation from Sheriff's Office attached)

Coordination of award made with Sheriff D.T. Marshall and Colonel Wanda Robinson, Director of Detention Facility.

Your approval is most appreciated.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Email and Spreadsheet, Agenda Pages 24-2 through 24-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO RUSSELL CONSTRUCTION FOR BASE BID \$2,648,300 AND ALTERNATE NUMBER 1 (GRAND JURY AND D.A. AUDIO/VISUAL SYSTEM) \$201,974 FOR ANNEX I THIRD FLOOR RENOVATIONS FOR THE DISTRICT ATTORNEY'S OFFICE AND CHILD SUPPORT UNIT, PH&J NUMBER: 1208-GVC

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

Wednesday, July 16, 2014

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

Re: New Tenant Improvements for the Montgomery County Courthouse – Annex I – Third Floor Renovations for the District Attorney and Child Support PH&J Number: 1208-GVC

Mr. Mims:

Bids were received on this project on Thursday, July 10, 2014 at 2:00 pm (Central Time) with five bidders submitting sealed proposals:

The amounts listed are for Base Bid price, plus Alternates 1 and 2:

1. Bear Brothers	\$3,052,680.00
2. Bullard Cook, Inc.	\$3,121,000.00

3. Construction One, Inc.	\$3,124,888.00
4. Hutcheson Construction Co., Inc.	\$3,203,850.00
5. Russell Construction of Alabama, Inc.	\$2,977,074.00
6. Stallings & Sons, Inc.	\$3,072,222.00

Included with the certified bid tab sheet is a bid discrepancy sheet listing any irregularities with the bidder's proposals. Russell Construction Company and Bullard Cook, Inc. failed to seal their proposal forms, which is a technical discrepancy, but not one that would disqualify their proposals. Bear Brothers, however did not initial a modification to their bid amount on the front of their proposal envelope, which would disqualify their proposal from consideration, if they were the low bidder.

It is our recommendation, that the project be awarded to Russell Construction of Alabama, Inc. and enter into a construction contract for the amount of \$2,977,074.00, the amount of their bid (Base Bid + Alternates 1 and 2).

If you have any questions, please call.

Sincerely,

/s/ Patrick T. Addison, AIA

Attachments: Project's Certified Bid Tabulation Sheet, Original Contractor Bid Proposals

Cc: Griff Harris, Chevette Culver, File

End of Letter

Commissioner Williams made a motion to approve Bid Award to Russell Construction for Base Bid \$2,648,300 and Alternate Number 1 (Grand Jury and D.A. Audio/Visual System) \$201,974 for Annex I Third Floor Renovations for the District Attorney's Office and Child Support Unit, PH&J Number: 1208-GVC. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Tabulation of Bids and Letter, Agenda Pages 25-3 and 25-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED PERFORMANCE EVALUATION OF
COUNTY ENGINEER AND ANNUAL MERIT INCREASE FROM PAY GRADE A16, STEP
12 TO PAY GRADE A16, STEP 13, EFFECTIVE APRIL 7, 2014

Administrator Mims presented the following memorandum:

July 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Performance Evaluation of County Engineer

The County Commission has received the Performance Evaluation (Consolidated Report) of County Engineer George C. Speake.

Based upon his evaluation, Mr. Speake should receive his annual merit increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13, effective April 7, 2014.

I am requesting that the Commission approve the Performance Evaluation and the merit increase.

Should you have any questions, please contact me.

Attachments

End of Memorandum

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

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery Area Chamber of Commerce President Randy George expressed his appreciation to the Commissioner for their financial support of the new park construction at Maxwell Air Force Base, adding that it will improve the quality of life for the soldiers and their families. He noted that the total cost of the park will be \$569,000 and that they are \$100,000 away from completion of the park. He thanked the Commission again for all they do, especially with this project.

Mr. Steve Roberts, cooperative education coordinator at Carver High School, expressed his appreciation for the County's summer jobs program. He stated that this helps fund the students' futures and is an official investment in the students. He also stated that Montgomery County Commission is the steadiest in the support of the School-to-Work program. Mr. Roberts wanted to thank the department heads and supervisors that are educating the students and urged the Commission to continue with this program. Chairman Dean thanked Mr. Roberts.

Ms. Margie McLendon, a resident of the Snowdown Community, expressed her appreciation for the County's community park. She stated that the park is used for family functions and she added that the pavilion is also great on rainy days. Ms. McLendon requested to have the overgrown vegetation cut back from the road on a portion of East Pleasant Grove Road. She explained that it is a two lane road and two cars cannot pass on a portion of the road. She informed the Commission that there are 10 families that live on this road. The portion of the road causing the problem is in front of one of the family's homes and they do not want it cut. County Engineer Speake informed the Commission that they will go out there and cut it back, as the road is a County Road.

Ms. Dorothy Brooks expressed her appreciation for the Dunbar-Ramer Park. She thanked the Commission for what they have done for the communities and that it means so much to the children to be able to play T-Ball and Softball. Ms. Brooks told the Commission that the children made a large card for them to express their thanks for the park. Montgomery County Parks and Recreation Superintendent James Williams informed the Commission that Ms. Brooks had expressed a desire to come down and thank them and that he told her to wait until July because July is National Parks and Recreation Month. He stated that the children are also enjoying the summer programs. Mr. Williams noted that this shows the investment in the youth and helps them become productive citizens. He expressed his appreciation to the Commission and Administrator Mims for their past and continued support.

Mr. Noah Rocker, a representative with the Alabama Power Foundation, informed the Commission that working in conjunction with Montgomery County Parks and Recreation Superintendent James Williams, they were able to secure a Good Roots Grant. Mr. Rocker explained that 25 grants were awarded totaling \$25,000, and that Montgomery County received one of the grants. Mr. Williams added that through the \$650 grant, five trees will be planted at Pintlala Park and that next year the grant funds will be utilized for another park.

Goodwyn Community Center Director Greg Crawford expressed his appreciation to the Commission for their continued support of the center. He stated that their support of the center has helped many youth. He informed the Commission that he has been a director for five different community centers over the last thirteen years, starting at the Smiley Court Community Center. He also thanked Montgomery County Parks and Recreation Superintendent James Williams. Chairman Dean told Mr. Crawford that he is appropriating \$500 to the Center. Chairman Dean informed the audience that Mr. Crawford has planted flowers outside the Community Center and has paid money out of his own pocket for the youth to go on trips. He commended Mr. Crawford for the work he has done for the youth.

Ms. Marion Jiles, a resident of Lagos Del Sol community, thanked the Commission because the work is still being done in the neighborhood. She told them that after she found out that the Policy Committee for the Rural Planning Organization of Central Alabama Board Member Appointment had nothing to do with her neighborhood, she still accepted the appointment. Commissioner Ingram noted that he had recommended her for the board position and thanked Ms. Jiles for being a proactive citizen.

Commissioner Ingram told the audience that he was glad to see everyone today and expressed his appreciation for all the kind words. He wished everyone a good week.

Commissioner Williams said good morning and that he personally wanted to thank Mr. Crawford. He explained that when the McIntyre Junior High School closed, it left a void in the community. He stated that Mr. Crawford worked at the center and knows what is happening with the young kids. Commissioner Williams noted that Mr. Crawford helps keep the kids off the streets and shows them a better way of life. He then told Mr. Crawford that if there was anything he could do, that he would be glad to come and assist. Commissioner Williams thanked Alabama Power and the Chamber for helping the citizens of Montgomery County. He told everyone "God bless you".

Commissioner Walker thanked Montgomery County Parks and Recreation Superintendent James Williams for his hard work. She also thanked Mr. Randy George for all the work the Chamber is doing and for the attention Maxwell Air Force Base is getting. She stated that focus needs to be on the soldiers and their families, and that it is important that Montgomery have a strong base.

Chairman Dean thanked the Chamber for all that they do and that he considers them extended employees. He told Mr. Steve Roberts that the Commission has to do what they do for the students. He stated that he would rather see them working for the County than working at a fast food restaurant. He said that he would rather have them love working for the County, which could turn into a future with the County verses working in the fast food industry. Chairman Dean pledged to continue doing for the students of Montgomery County. He told everyone that he is glad to see them at today's meeting and announced that budget hearings will take place after the Commission adjourns from the formal session.

Vice Chairman Harris told the audience good morning and said that he considers this a great meeting with the Chamber here and people from the communities that the Commission serves. He stated that the Commission is not only focused on economic development and creating new jobs but emphasizes their commitment to the citizens of Montgomery County. He added that the Commission's responsibility is also to invest in the children and to ensure a future of less crime. He stated that this Commission is focused on economic development, focused on the citizens of Montgomery County and focused on education. Vice Chairman Harris noted that we have a new District Attorney who is committed to preventing crime, and the Commission has helped establish a Public Defender's Office that is committed to looking into the root cause of crime. He added that with everyone working together, we will have a much better place to live. He then thanked everyone for all that they do.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on July 21, 2014, at 10:20 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

07-21-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 07-03-14

Check Number	To	Check Number
245122		245208
Total Checks Paid		\$803,961.29

CHECK #	PAYEE	AMOUNT	DATE
245120	Postmaster Bulk Mailing	\$7,129.82	07/02/14
245121	Renita Davis	\$ 100.00	07/02/14

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

07-21-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 07-03-14

Check Number	To	Check Number
245209		245284
Total Checks Paid		\$263,703.84

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

07-21-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 07-11-14

Check Number	To	Check Number
245285		245328
Total Checks Paid		\$143,640.90

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

07-21-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 07-11-14

Check Number	To	Check Number
245329		245414
Total Checks Paid		\$448,116.97

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
07/11/14**

Payroll Check Number	120182	To	Payroll Check Number	120302	\$ 74,072.46
Direct Deposits					\$ 796,400.79
Payroll Check Number	120303	To	Payroll Check Number	120332	\$ 249,176.07
Direct Deposits					\$ 333,419.78
Federal Deposits					\$ 314,569.18
Total Payroll Paid					\$ 1,767,638.28

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

PROJECT DEVELOPMENT AGREEMENT
BY AND AMONG
MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA
AND
STIVERS FORD LINCOLN, INC.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this ____ day of _____, 2014, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **STIVERS FORD LINCOLN, INC.**, a Delaware corporation (the "Corporation"). The Corporation, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

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

WHEREAS, the County and the City have identified a targeted geographic area within which to offer certain economic development incentives, such area more particularly identified on Exhibit A to this Agreement; and

WHEREAS, the Corporation has previously entered into a lease of the subject real estate located in Montgomery, Alabama, as more particularly described in Exhibit B to this Agreement (the "Project Site") wherein the Corporation leases the Project Site from Stivers Realty, L.C., a Missouri limited liability company; and

WHEREAS, the Corporation plans to redevelop and renovate an automobile retail sales and service business (the "Project") on the Project Site; and

WHEREAS, the Corporation commits that the Project is expected to create up to twenty five (25) direct new jobs and will represent a capital investment equal to or greater than Three Million Three Hundred Fifty Thousand and No/100 Dollars (\$3,350,000.00); and

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

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

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

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

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

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

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

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

"Agreement" means this Project Development Agreement.

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

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

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

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

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

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

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

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

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

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

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

3. The Corporation’s Commitments.

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

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

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Corporation will fulfill its Capital Commitment not later than September 30, 2014.

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

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

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

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

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

(i) The Corporation has contracted with Ingram Construction, LLC, an Alabama limited liability company located in the City, to provide products and services in

developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Corporation.

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

4. Tax Abatements.

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

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

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

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

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

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

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

5. Assistance with Permits.

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

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

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty

(30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

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

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

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

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

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

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

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

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

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

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

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

MONTGOMERY COUNTY,
ALABAMA

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

MONTGOMERY COUNTY,
ALABAMA

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

With a copy to:

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

CITY OF MONTGOMERY,
ALABAMA

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

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104
Telephone: (334) 269-3120
Facsimile: (877) 453-6422

STIVERS FORD LINCOLN, INC.

Edward M. Stivers, III
President
4000 Eastern Boulevard
Montgomery, AL 36116
Telephone: (334) 613-5000
Facsimile: (334) 613-5057

With a copy to:

William I. Eskridge
Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street
Montgomery, AL 36104
Telephone: (334) 206-3259
Facsimile: (334) 481-0806

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

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

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

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

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

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

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

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

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

[Execution begins on following page]

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

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.

Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

STIVERS FORD LINCOLN, INC.

By: _____
(signature)

Name: _____

Title: President

EXHIBIT A
TARGETED GEOGRAPHIC AREA FOR INCENTIVES

**EXHIBIT B
PROJECT SITE**

Lot 1, Block 1, of the Map of LeCroy Commercial & Office Park Plat No. 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 20, at Page 213.

and

Lot 1, according to the Plat of Penny T. Development Plat No. 1, as said Plat appears in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 36, at Page 166.

Tammy Nix

From: Roby, Riley <rrobby@balch.com>
Sent: Wednesday, June 25, 2014 9:53 AM
To: 'endeansr@aol.com'; Elton N. Dean, Sr.
Cc: Donald Mims; Todd Strange (tstrange2@aol.com); mmcleod@montgomeryal.gov
Subject: Montgomery County/City of Montgomery/Stiver Ford Lincoln, Inc.
Attachments: MONTLIB-#234270-v1-Legal_Notice_(Montgomery_County_Commission)
(Stivers_Ford).docx; MONTLIB-#234267-v3-
Project_Development_Agreement_(Stivers_Ford).docx; MONTLIB-#234268-v1-
Resolution_of_Montgomery_County_Commission_(Stivers_Ford).docx

Chairman Dean –

I trust this email finds all well with your family and you.

I understand that Mayor Strange has recently spoken with you about certain economic development incentive terms that the City of Montgomery and Montgomery County propose to offer to Stivers Ford Lincoln, Inc. related to the expansion and renovation of its automotive dealership located on the Eastern Boulevard in Montgomery. As you will recall from other recent similar transactions, the Montgomery City Council and the Montgomery County Commission must each separately conduct a public hearing in advance of voting to approve the economic development incentive terms to Stivers Ford Lincoln, Inc. The Montgomery City Council is currently scheduled to hold a public hearing on the proposed terms and also vote to approve the terms at the Montgomery City Council meeting to be held next week on Tuesday, July 1, 2014.

Because I am not sure to what extent your fellow Commissioners are aware of this matter, I write to ask if you would like for us to brief your colleagues individually or, alternatively, if you would like for us to appear at the next scheduled Montgomery County Commission hearing on Monday morning, July 7 to discuss this matter with all Commissioners. Likewise, I write to ask when you expect the Montgomery County Commission to schedule and conduct the required public hearing and formally approve these economic development terms, i.e., at its regular meeting on Monday July 7, its regular meeting on Monday July 21 or a later date.

For your information, I have also attached to this email the following documents related to this matter:

1. Legal Notice for Public Hearing to approve Project Development Agreement – This Legal Notice contemplates a hearing date on Monday July 7, which will need to be updated if the Montgomery County Commission conducts its hearing at a later date.
2. Resolution for adoption by Montgomery County Commission authorizing the County to enter into Project Development Agreement
3. Project Development Agreement between City of Montgomery, Montgomery County and Stivers Ford Lincoln, Inc.

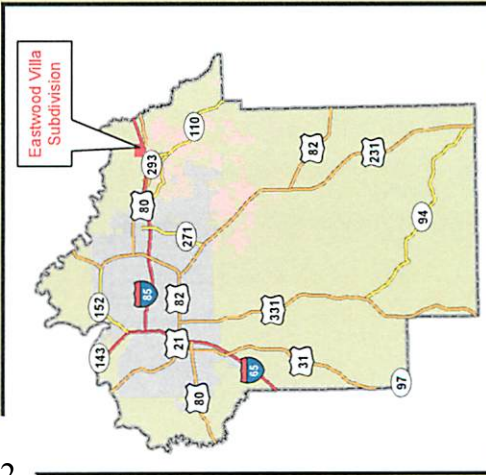
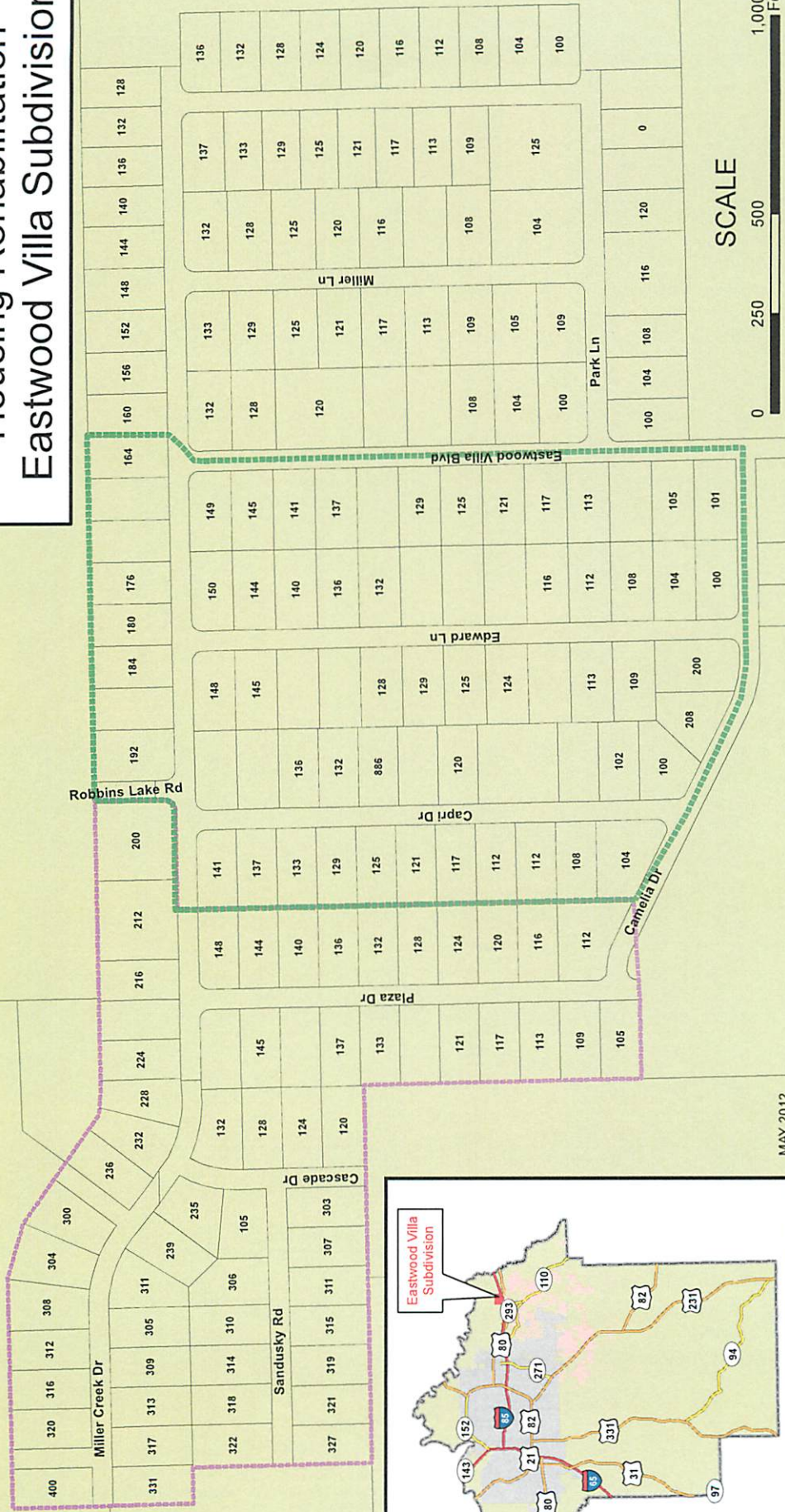
After you review this email, please do not hesitate to let me know if you have any questions. I have copied Donnie Mims, Mayor Strange and Mac McLeod on this email also.

Thanks.

Riley Roby

BALCH
BISHOP & BISHOP

FY 2012 CDBG Application Montgomery County, Alabama Housing Rehabilitation Eastwood Villa Subdivision



New Project Area

Old Project Area

Parcels

Montgomery County

Town of Pike Road

City of Montgomery

Project Area Map

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 21, 2014

Mr. Shabbir Olia
ADECA
P. O. Box 5690
Montgomery, AL 36103-5690

RE: Request for Formal Amendment No. 1
Housing Rehabilitation for Eastwood Villa Community
CDBG Project No. CY-CM-RR-12-005

Dear Mr. Olia:

Pursuant to ADECA Policy Letter No. 2, Revision 6, dated September 24, 1997, the Montgomery County Commission requests your favorable consideration of a proposed formal amendment to the above referenced project necessitated by the County's need to extend the original project area. All efforts to obtain sufficient applicants from the original area have been exhausted and the County desires to extend the area as depicted on the attached map. Please be advised that no change to the budget or beneficiaries is requested with this formal amendment request.

The Montgomery County Commission conducted a public hearing on July 21, 2014 to explain the proposed change and allow for public input. No objections were received. Evidence that the public hearing notice was properly advertised as well as the minutes and attendance roster are attached. The County Commission approved a Resolution authorizing the proposed Formal Amendment No. 1, at the Commission meeting following the public hearing. A copy of said Resolution is enclosed.

If you require further information, please contact our grant administrator, Leslie York, at (334) 262-4300. Thank you for your consideration of this request.

Sincerely,

Elton N. Dean, Sr.
Chairman

END/ldy

Enclosures

Pine Level Water Authority

Members:

Term Expires:

Tommy O. Sikes (Chairman)
25882 Troy Highway
Grady, AL 36036
Home: 584-7621
Work: 584-7016

3/1/2015

Flora Merritt
13268 County Road 1101
Goshen, AL 36035
(Appt. by Pike County)

3/1/2017

Charles Parker
17107 Meriwether Trail
Grady, AL 36036
Home: 334-584-7133

3/1/2019

Win Broadway (Vice President)
59 Broadway Trail
Ramer, AL 36069

3/1/2014

Charles "Trey" Trussell, III
231 Patsaliga Lane
Grady, AL 36036

3/1/2018

cc: Chairman Sikes

Maintenance: Mr. Ryals, Dist. III, Engineering Dept.

Term: 6 years

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2013 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 21st day of JULY, 20 14, Janet Buskey, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2013, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes--- General-----	\$	\$16,096.21
--- Soldier-----	\$	\$6,438.48
--- School-----	\$	\$19,315.45
Errors in Assessments: State Taxes--- General-----	\$	\$455,242.00
--- Soldier-----	\$	\$182,096.80
--- School-----	\$	\$809,496.30
Taxes in Litigation: State Taxes--- General-----	\$	\$26,308.65
--- Soldier-----	\$	\$10,523.46
--- School-----	\$	\$31,570.38

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2012, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes--- General-----	\$	\$12,198.05
--- Soldier-----	\$	\$4,879.22
--- School-----	\$	\$14,637.63

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

		General		Soldier		School
2012	\$	4,314.04	\$	1,725.62	\$	5,176.86
	\$		\$		\$	
	\$		\$		\$	
	\$		\$		\$	

Given under my hand this 21st day of JULY, 20 14

Presiding Officer

See Code of Ala. 1975. Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2013, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County's General Fund	\$32,192.43
	County's Road & Bridge Fund	\$16,096.21
(Homestead Exemptions)	County's General Fund	\$ 0.00
	County's Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County's General Fund	\$918,584.10
	County's Road & Bridge Fund	\$459,292.05
(Homestead Exemptions)	County's General Fund	\$7,118.50
	County's Road & Bridge Fund	\$3,559.25

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2013 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$11,764.20
	County's Road & Bridge Fund	\$5,882.10
(Homestead Exemptions)	County's General Fund	\$229.30
	County's Road & Bridge Fund	\$114.65

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2013, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$52,741.00
	County's Road & Bridge Fund	\$26,370.50
(Homestead Exemptions)	County's General Fund	\$144.90
	County's Road & Bridge Fund	\$72.45

(Refunds)	County's General Fund	\$2,183.42
	County's Road & Bridge Fund	\$1,091.73
(Homestead Exemptions)	County's General Fund	\$780,259.30
	County's Road & Bridge Fund	\$390,129.65
(Abatements)	County's General Fund	\$1,655,419.60
	County's Road & Bridge Fund	\$827,709.80

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 21st day of July 2014.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

Norment

SECURITY GROUP

PROPOSAL

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery Co. Courthouse
Duress Alarms System Upgrade

June 19, 2014

Montgomery, AL

Attn: Judge Charles Price

MTGYCO06192014

I. We are pleased to offer the following proposal to Courthouse Security Upgrade / Modernization of the Duress Alarm System for the 2nd, 3rd and 4th floor Judges Offices, All Courtrooms.

I. Furnish and install the following:

Duress System Upgrade / Modernization. System will be controlled by a programmable logic controller (PLC). This will reduce the number of components required and expand the functionality of the system. Duress alarms will be clearly identified on a color LCD touch-screen monitor in the Court Security Office. Any required LCD changes of the description or personnel associated with the alarm location can be updated quickly. Acknowledgement of alarms will be accomplished with the touch-screen feature on the monitor. The system will continuously self-monitor all alarm circuits for trouble. A silent system test mode will enable periodic testing of all duress switches. This will allow the court security and judicial staff to have increased confidence in the duress system. All duress switches will be replaced with Sentrol flip-out switches to insure doubt-free activation. This system has the capability to send email messages of alarm notifications if needed.

- * All Duress Switches, PLC, and (1) Touch-screen for Courtroom Security Office:
- * Work can commence immediately considering the importance of this system.
- * Provide (1) year warranty on system equipment provided.

Total \$14,580.00

Add: **\$3,975.00** for a second Touch-screen Monitor in Jail 1 Central Control. (Material and labor.)

Add: **\$1,122.00** for email notification capability implementation. (Material and labor.)

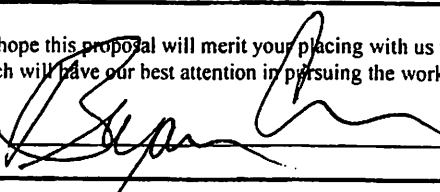
General Notes:

1. We exclude all items not specifically listed above.
2. We will perform the work as a merit shop contractor and will not comply with any labor Agreements.

Sign and return one copy for our files.

This proposal is subject to acceptance within 60 days from date hereon, and to all standard terms and conditions noted on the reverse side of this proposal

We hope this proposal will merit your placing with us this business, which will have our best attention in pursuing the work to completion

By: 

Accepted: _____ Firm: _____ By: _____

16-2

3. The proposal is based on current pricing for materials; Norment reserves the right to increase the proposal price if materials prices increase before being awarded a purchase order.
4. We have excluded all sales taxes.
5. We exclude all millwork, casework, and counters.
6. We exclude all replacement of any end of line devices not included in this proposal.
7. We exclude all conduit, raceway and furnishing of standard back boxes etc.
8. Deviations from this proposal could change our price.
9. **We would require an executed contract, or a letter of intent to contract with a notice to proceed, from you prior to performing any work including product data submittals. The first payment consisting of one fourth the cost of the base price will be made within (30) days of the date of execution of any Agreement. The remaining funds will be paid in two additional payments within 30 day increments following the first payment.**
10. This proposal is valid for 60 days.
11. We exclude all Bond costs.
12. The proposal is based on current pricing for materials; Norment reserves the right to increase the proposal price if materials prices increase before being awarded a purchase order.
12. Please contact Bryan Clark with any questions pertaining to this scope, 334/286-4312.

STANDARD TERMS AND CONDITIONS

APPLYING TO MATERIALS INSTALLED BY US:

1. **CLEANING.** NORMENT does not include final cleaning of glass, metal, or other materials installed by our personnel. We are however responsible for the policing and cleaning up of our work areas on a daily basis with regard to trash, cut-offs, and broken glass.
2. **DAMAGE AND PROTECTION.** (a) We are not responsible for broken or damaged glass, metal or other materials (except that caused by our own employees), nor for the protection of same. Our responsibility for damage and loss in transit ceases upon delivery in good condition to a public carrier. (b) All burns, weld spatters, exposed field rivets, bolts, nuts, welds, and any marring of the shop coat of painting on security equipment shall be thoroughly cleaned and retouched by the finish painting contractor. (c) Purchaser shall protect all items installed by us from damage by paint, etc., being installed by other trades. Any material so damaged shall be repaired or replaced by purchaser at no cost to us.
3. **OVERTIME.** All work is to be performed during regular week day working hours. Extra charges will be made for overtime work or for work performed on Saturdays, Sundays, or holidays.
4. **STORAGE.** Purchaser shall provide suitable covered and ventilated storage space for our materials at job site, without charge to us. We do not accept any responsibility for damage of material not stored properly.
5. **PREPARATION.** (a) Purchaser shall be entirely responsible for accuracy of building construction such as locations of beams, columns, and masonry walls, and for accuracy in concrete work. Concrete ceilings must be level and true. Any chipping of concrete or pointing up between the jail steel and the concrete work that may be necessary due to unevenness of concrete shall be done by others at no cost to us. Purchaser is responsible for setting all hollow metal frames true and plumb. We exclude concrete, masonry work, plumbing work, carpentry work, and field painting. (b) Purchaser shall complete all floor finish, cement, curbs, water proofing, and other cement work, where shown or specified in connection with the materials furnished by us, and all plastering and painting on or near such materials. (c) Purchaser, without expense or unnecessary delay to us, shall provide necessary opening through the outside wall of building no less than 6'0" x 8'0" for ingress materials purchased pursuant to this proposal.
6. **CHANGE OR CANCELLATION.** Materials or work in process is not subject to change or cancellation.
7. **CONTINGENCIES.** Delivery and performance by us is contingent upon causes within our control. We shall not be liable for any losses, damages or delays due to or caused by insurrection, riot, war, civil or military authority, transportation difficulties, fire, shortage of labor or material, strike or other labor disputes, flood, storm, or any other cause or circumstance, whether like or unlike the foregoing, beyond our reasonable control or for any delays due to any failure of you or others to furnish and/or approve technical data, drawings, etc. Acceptance of materials on delivery shall constitute a waiver of any claims for losses or damages due to delay, whether or not excused by the foregoing, and shall constitute a waiver of the right to revoke such acceptance for any reason. Further, under no circumstances shall we be liable for any liquidated, special, incidental or consequential damages or for any penalties, whether direct or indirect.
8. **TERMS.** Unless otherwise stated in writing, terms of payment Net thirty (30) days after submittal of monthly pay request on date required by the contract; Net thirty (30) days after delivery of material; Net thirty (30) days after completion of installation during the previous month; Subject to our approval of shall be: credit. Time of payment is of the essence. No shipment will be made to or labor performed for jobs with a past due account.
9. **BACK-CHARGES.** No back-charges against us or deductions from our contract price shall be valid unless made with our prior written consent.
10. **VERBAL statements.** This proposal covers completely our entire understanding and is not to be modified in any way by verbal statements.
11. **TRADE PRACTICES.** All customary trade conditions and practices, not in conflict with anything herein stated, will apply to this proposal and any contract based thereupon.
12. **ACCEPTANCE.** All accepted proposals are subject to our approval, and any contract based upon this proposal will incorporate this proposal in its entirety, including all terms and conditions hereof. Acceptance is limited to the terms of this proposal. Notification of objection is hereby given to any different or additional terms. All prices are subject to acceptance and unless a conditional commitment in writing is received by us within ten (10) days after bid date, prices are subject to change without notice.
13. **CONTRACT.** In the event of any conflict between the terms and conditions stated herein and the terms and conditions of any acceptance or agreement to which these terms may be made a part thereof or in the plans or specifications now or hereafter existing, the terms of this proposal and the terms and conditions herein stated shall govern.
14. **HOISTING.** Purchaser shall provide us free use of purchaser's hoist on regular time.
15. **EMBEDS.** We exclude the distribution, setting, and building in of all embeds.
16. **DISTRIBUTION.** We exclude receiving, unloading, and distribution of any materials we furnish or install except glass, hardware, and control consoles.
17. **ANCHOR BOLTS.** We exclude all erection anchor bolts, screws, shields, etc. for anchoring, and materials we do not install except standard masonry straps for hollow metal frames.
18. **WARRANTY.** We warrant that the materials to be furnished and/or installed by us shall be free from defects in material and workmanship under normal use and service, and when properly installed, for a period of twelve months from the date of installation, if installed by us, or from the date of delivery, if not installed by us. We agree to repair or replace F.O.B. point of shipment, such materials, or any part thereof, found by us after inspection as defective, provided said materials and/or equipment has been properly installed and provided said equipment has been properly operated and maintained in accordance with our recommendations and the recommendations and specifications of the manufacturer. Our obligation hereunder shall be limited to the replacement or repair and in no event shall we be liable for consequential, incidental or special damages. **THIS WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS.**
19. **PLANS AND SPECS.** If materials are being furnished by us in accordance with plans and specs, the materials comply with the plans and specs to the best of our knowledge. However, all of the materials and equipment are subject to final acceptance by the architects and/or owners and we do not warrant their acceptance. With respect to any error of deficiency in any provisions of the specifications, plans or drawings furnished to us or in the event of any changes thereto, purchaser shall reimburse us for any additional expense.
20. **TIME FOR ACCEPTANCE.** This proposal is subject to acceptance within the time limitations stated on the reverse side hereof and, further, within said time, prices are subject to change without notice unless a conditional commitment, in writing, is received by us within ten days after bid date.
21. **DEFAULT.** Should purchaser pay labor, materials or supplies furnished by us, when payment is due, or should purchaser otherwise default in any the provisions of this agreement and should we employ an attorney to enforce any provision hereof or collect damages for breach of this agreement or recover on any applicable payment bond, then purchaser and its surety agree to pay us such reasonable attorney's fees and other costs as we may expend therein.
22. **RETENTION.** In no event shall purchaser hold retainage from us at a percentage greater than the percentage retained by the owner from purchaser.
23. **TAXES.** We include all applicable taxes. Unless stated otherwise on the face of this proposal.

APPLYING TO MATERIAL(S) WE DO NOT INSTALL:

For materials furnished, but not installed, by us, the above provisions apply; but delete paragraphs 2, 3, 8, 14, 22 and 23 above, and add the following provisions:

1. **TERMS.** (Unless otherwise stated in writing) F.O.B. Shipping Point. Net 30 days. Subject to our approval of credit. Time of payment is of the essence. No shipment will be made to or labor performed for jobs with a past due account.
2. **TAXES.** Any sales or excise taxes (present or future) to be in addition to price(s) named herein, unless stated otherwise on the face of this proposal.
3. **RETENTION.** In no event shall purchaser hold retention on a supply only order.

Revised 08/99

Tammy Nix

From: Bryan Clark <bryan.clark@normentsecurity.com>
Sent: Thursday, June 19, 2014 4:18 PM
To: Donald Mims
Cc: Tammy Nix; David Marshall
Subject: FW: Scanned from MFP-06930787 06/19/2014 16:10
Attachments: DOC061914.pdf

Mr. Mims,

Updated proposal for the upgrade/modernization of the Courthouse Duress Alarm System. As requested by Sheriff Marshall, an option was added to implement the email notification function.

Thanks,

Bryan Clark
Norment Security Group
3224 Mobile Highway
Montgomery, Alabama 36108
334-286-4312

-----Original Message-----

From: Trentech - Project Mgmt. [<mailto:toshiba@normentsecurity.com>]
Sent: Thursday, June 19, 2014 4:10 PM
To: Bryan Clark
Subject: Scanned from MFP-06930787 06/19/2014 16:10

Scanned from MFP-06930787.
Date: 06/19/2014 16:10
Pages:3
Resolution:400x400 DPI

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

**AMENDMENT
TO
CONTRACT # 51100-13B-024**

Amendment No. 2

Contract for Pest Control Services, is hereby extended for one (1) year beginning September 1, 2014 and ending on August 31, 2015.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

TOPCO PEST CONTROL SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT	Support Services	REVIEWED:	S. Thomas	7/1/2014
DATE:	7/1/2014	Finance Director		Date
REQUESTED BY:	S. Thomas/P. Litchfield	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	001-51901.211	7,800	1,000	8,800
Fuels and Lubricants	001-51901.212	13,000	(3,000)	10,000
Cleaning & Janitorial supplies	001-51901.216	24,500	1,545	26,045
Repair & Main. Motor Vehicle	001-51901.234	3,000	200	3,200
Natural Gas	001-51901.245	52,000	(12,000)	40,000
Telephone	001-51901.251	3,810	(1,500)	2,310
Postage	001-51901.252	3,000	(1,800)	1,200
Insurance-Building	001-51901.271	97,758	(945)	96,813
Travel Reg & Training	001-51901.265	2,000	(1,500)	500
Motor Vehicles	001-51901.551	0	18,000	18,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		206,868	0	206,868

JUSTIFICATION:

To realign budget categories to cover estimated amounts needed to cover the remainder of the fiscal year and to provide for the purchase of a new vehicle for the Mail Room.

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: 7/1/2014

Re: County Mail Room Vehicle

The County mail room uses a vehicle for daily mail pick-up and delivery. The vehicle is also used for other County pick-up and delivery as needed by departments.

The current vehicle is a 2004 Chevrolet Astro Van purchased on 3/4/2004 for a cost of \$17,943. The Van now has over 81,000 miles and has been experiencing various maintenance issues as outlined on the attached summary.

Because of the maintenance issues and liability concerns, a replacement vehicle has been requested. Options for a replacement vehicle and the estimated cost are included on the attached summary.

I have analyzed the Support Services budget and prepared a budget change to realign the budget to cover the cost of the vehicle.

Your consideration of this request is appreciated.

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 24

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 7/17/2014
 DATE: 7/17/2014 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: Administrator Date
 Elected Official/Dept. Head

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Donation Revenue	001-40000.47701	(38,790)	(25,000)	(63,790)
Montgomery Area Chamber of Commerce Foundation	001-56530.498	0	25,000	25,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(38,790)	0	(38,790)

JUSTIFICATION:

For the Building of Freedom Park at Maxwell-Gunter AFB



MONTGOMERY AREA
CHAMBER OF COMMERCE
FOUNDATION

June 12, 2014

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

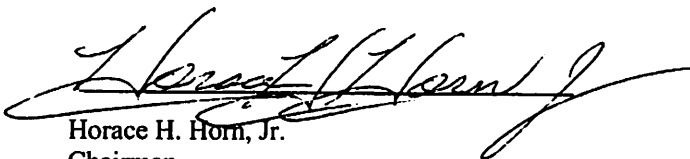
Dear Chairman Dean:

The Montgomery Area Chamber of Commerce Foundation is coordinating a community effort to build Freedom Park and we respectfully request your support in this initiative.

The Montgomery County Commission has always been a strong supporter of Maxwell-Gunter and all of the military men and women who call Montgomery County home. Freedom Park is a much deserved tribute that will improve the lives of our military families, while helping to secure Maxwell-Gunter AFB against closure from a future Base Realignment and Closure (BRAC) Commission. Already, Freedom Park is gaining attention at the highest levels within the Pentagon, where leadership places significant value on community partnerships.

As always the Montgomery County Commission is at the forefront of creating jobs and a better quality of life in Montgomery County. The County's \$25,000 appropriation, made payable to the Montgomery Area Chamber of Commerce Foundation, will ensure that the Dream of Freedom Park becomes a reality!

Sincerely,



Horace H. Horn, Jr.
Chairman



Leslie L. Sanders
Vice Chairman

cc: Mr. Donald C. Mims, Administrator ✓

The Montgomery Area Chamber of Commerce Foundation is a 501(c)(3) charitable organization and contributions are 100% deductible as a charitable contribution. No goods or services are provided in return for contributions to the Montgomery Area Chamber of Commerce Foundation.

P.O. Box 79, Montgomery, Alabama 36101
T 334 834-6200 F 334 265-4745 E foundation@montgomerychamber.com
www.montgomerychamber.com/foundation

12-2

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 25

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 7/17/2014
 DATE: 7/17/2014 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
Donation Revenue	001-40000.47701	(63,790)	(5,000)	(68,790)
Family Sunshine Center	001-56530.498	0	5,000	5,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(63,790)	0	(63,790)

JUSTIFICATION:

For the Family Sunshine Center

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 26

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	7/17/2014
DATE:	7/17/2014	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
Donation Revenue	001-40000.47701	(68,790)	(20,000)	(88,790)
Common Ground Montgomery	001-56530.498	0	20,000	20,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(68,790)	0	(68,790)

JUSTIFICATION:

For Common Ground Montgomery

POSITION FILL REQUEST

DEPARTMENT: **County Commission**

DEPARTMENT HEAD: **Donald L. Mims**

SUPERVISOR: **Donald L. Mims**

COMPLETED ACTION DATES

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

1 POSITION TITLE: **Clerk Typist II**

POSITION NUMBER: **200012014**

PROPOSED EFFECTIVE DATE: **7/21/14**

TYPE OF APPOINTMENT ☒ PERMANENT ☐ TEMPORARY

RECRUITING

☐ PROMOTIONAL REGISTER ☒ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE **A03 \$24,414 Step 01**

Donald L. Mims
Department Head

Date 7/17/14

2 ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 19

Proposed Effective Date July 21, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT

Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date July 1, 2014

Department Head mm

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date June 25, 2014

Department Head *mda*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

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

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Lieutenant

Position Number 154

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC4 - \$41,583 - 59,195
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D T Marshall Date June 25, 2014
Department Head me

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Sergeant

Position Number _____

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC3 - \$37,035 - \$52,721
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
Date June 25, 2014

D T Marshall
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number _____

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC2 - \$31,837 - \$45,321
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D T Marshall Date June 25, 2014

Department Head DT Marshall

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director _____

Date _____

4. Selectee: _____

Appointing Authority _____

Date _____

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

POSITION FILL REQUEST ORIGINAL

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Court Security Officer

Position Number 156

Proposed Effective Date July 7, 2014

Type of Appointment (☒) Permanent () Temporary

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

Pay Grade \$27,401 - \$39,005 (Grade A04)

D T Marshall

Date June 25, 2014

Department Head *rwjce*

2. Administrative Review
 () Approved
 () Disapproved

Funding Authority

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

Date _____

Personnel Director

4. Selectee: _____

Appointing Authority _____ Date _____

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

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, Juv. Det. Director

1. POSITION TITLE: Juvenile Detention Officer (to replace Rick Johnson)

POSITION NUMBER: 900300017

PROPOSED EFFECTIVE DATE: 7/21/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(X) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)



Department Head

6/20/2014

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 _____

18-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

JUL 21 2014

Date: July 2, 2014
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 24, 2014 Return Date: July 24, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To attend Leadership Montgomery Class

Traveler (s) Name: 1. William Flowers, III 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00

Department Name: Probate Fund Name: General Fund

Additional Comments: _____

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

The above request is app. 07/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,500.00</u>
Approved Requests:	<u>\$6,712.50</u>
Budget Available:	<u>\$787.50</u>
Current Requests:	<u>\$250.00</u>
Budget Balance:	<u>\$537.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/2/2014

cc: Finance Director / Buyer

19-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

JUL 21 2014

Date: July 17, 2014

To: Donald L. Mims, Administrator

From: James Williams

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Charlotte, NC

Departure Date: October 14, 2014

Return Date: October 16, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: National Recreation & Parks Association Conference

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

Check Mode of Transportation:

County Vehicle

☒

Commercial Air

☐

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$1,303.31

Advance Registration Required: \$469.00

Department Name: Parks and Recreation

Fund Name: Parks & Recreation

Additional Comments: Registration - \$469.00; Lodging - \$584.31; Meals - \$250.00

Travel - County Vehicle

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 07/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,303.31 and advance registration of \$469.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,500.00</u>	
Approved Requests:	<u>\$1,165.07</u>	
Budget Available:	<u>\$1,334.93</u>	
Current Requests:	<u>\$1,303.31</u>	
Budget Balance:	<u>\$31.62</u>	

Donald L. Mims, Administrator

Reviewed by: M. Knighten

Date: 7/17/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL 21 2014

Request # 15

Date: July 9, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 15, 2014 Return Date: September 19, 2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: IAAO 101: FUNDAMENTALS OF REAL PROPERTY APPRAISAL

Traveler (s) Name: 1. Tammy Linton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$550.00 Advance Registration Required: \$550.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

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

The above request is app. 07/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$550.00 and advance registration of \$550.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$20,324.09</u>
Budget Available:	<u>\$9,675.91</u>
Current Requests:	<u>\$550.00</u>
Budget Balance:	<u>\$9,125.91</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/14/2014

cc: Finance Director / Buyer

19-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Agenda

JUL 21 2014

Date: July 9, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 601 Loyola Ave, New Orleans, Louisiana 70113
Departure Date: August 3, 2014 Return Date: August 6, 2014
Conference Leave (Days / Hours): Four days
Purpose of Travel: To attend the APPA Training Institute

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

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

Total (est.) Cost: \$1,180.00 Advance Registration Required: \$340.00

Department Name: Community Correction Fund Name: Registration/Training

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 07/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,180.00 and advance registration of \$340.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,500.00</u>
Approved Requests:	<u>\$6,992.00</u>
Budget Available:	<u>\$5,508.00</u>
Current Requests:	<u>\$1,180.00</u>
Budget Balance:	<u>\$4,328.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/14/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUL 21 2014

Request # 16

Date: July 11, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 26715 Alabama Hwy 21 Talladega, AL 35160
Departure Date: August 25, 2014 Return Date: August 26, 2014
Conference Leave (Days / Hours): Two days
Purpose of Travel: To attend the NCIC Certification

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

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$0.00

Department Name: Community Correction Fund Name: Registration/Training

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 07/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,500.00</u>
Approved Requests:	<u>\$6,992.00</u>
Budget Available:	<u>\$5,508.00</u>
Current Requests:	<u>\$1,680.00</u>
Budget Balance:	<u>\$3,828.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/14/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 40

Agenda

JUL 21 2014

Date: July 16, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montevallo, AL
Departure Date: July 23, 2014 Return Date: July 23, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Training-Why Kids Kill

Traveler (s) Name: 1. Ben McGough 4. Tommy Hunt
2. Katie Langer 5. JP Wilson
3. Denny Merritt 6. Hannah Torbert

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: District Attorney Fund Name: 760-51260-265
Additional Comments: Add'l Attendees: Brandie Townsend, Brenda Owens-Brown, Eris Beasley
No Cost to Office

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

The above request is app. 07/21/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$46,290.00</u>
Budget Available:	<u>\$1,710.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$1,710.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/16/2014

cc: Finance Director / Buyer

19-6

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	7/2/2014
DATE:	7/2/2014	Finance Director		Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel - Training	124-52960-265	12,500.00	(3,500.00)	9,000.00
Office Supplies, Minor Equip.	124-52960-211	12,400.00	3,500.00	15,900.00
TOTAL		24,900.00	0.00	24,900.00

JUSTIFICATION:

Realign budget categories to replace Computers that are failing due to age and outdated operating systems.
Travel/Training Budget was not fully utilized due to staff vacancies.

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 2

DEPARTMENT:	District Attorney	REVIEWED:	S. Thomas	7/15/2014
DATE:	7/15/2014	Finance Director		Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Solicitors Fund				
Office Supplies/Minor Equip	760-51260.211	50,000	15,000	65,000
Other Miscellaneous Supplies	760-51260.219	20,000	5,000	25,000
Grant/Office of Prosecution Exp	760-51260.292	200,000	(35,000)	165,000
Contract Services	760-51260.304	40,000	(12,000)	28,000
Legal Services	760-51260.305	5,000	1,000	6,000
Professional Services	760-51260.307	40,000	(15,000)	25,000
Motor Vehicles	760-51260.552	60,000	(9,000)	51,000
Transfer Out to Worthless Check	760-52100.62761	125,000	50,000	175,000
Child Support Fund				
Retiree Allowances & Benefits	775-56120.127	6,780	3,390	10,170
Cellular Service	775-56120.255	2,500	250	2,750
Miscellaneous Appropriations	775-56120.498	12,000	(3,640)	8,360
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		561,280	0	561,280

JUSTIFICATION:

To realign budget categories to cover expenditures

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	7/14/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	7/11/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53199-212	50,000	(1,674)	48,326
Repair & Main.-Software Lic.	111-53199-240	0	1,674	1,674
TOTAL		50,000	0	50,000

JUSTIFICATION:

Internal transfer to cover cost of Microstation software license for Construction

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	PERSONNEL	REVIEWED:	S. Thomas	7/15/2014
DATE:	7/15/2014	Finance Director		Date
REQUESTED BY:	Carmen Douglas	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
OVERTIME	123-51961.113	5,000	(5,000)	0
ADVERTISING	123-51961.253	4,525	(4,525)	0
LEGAL SERVICES	123-51961.305	15,300	9,525	24,825
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		24,825	0	24,825

JUSTIFICATION:

Adjustments requested due to increase in costs of legal services.

JUL 21 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: Risk Management REVIEWED: S. Thomas 7/16/2014
Finance Director
REQUESTED BY: Scott Kramer APPROVED: Date
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies / Minor Equip.	007-51120-211	2,500	950	3,450
Travel - Reg. & Training	007-51120-265	15,000	(950)	14,050
TOTAL		17,500	0	17,500

JUSTIFICATION:

To realign the budget to cover the cost of replacing an 8 year old computer in the Risk Management office.

REQUEST NUMBER 2

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Employee Benefit Incentive	005-51997-141	200,000	(40,000)	160,000
Prof. Services - Am. Behav.	005-51997-182	108,000	12,000	120,000
Prof. Administrative Services	005-51997-185	812,000	105,000	917,000
Electricity	005-51997-244	6,000	1,000	7,000
Water and Sewer	005-51997-246	2,000	(500)	1,500
Telephone	005-51997-251	3,000	500	3,500
Insurance - Excess Loss	005-51997-277	105,000	(30,000)	75,000
Flexible Spending Claims	005-51997-301	250,000	(40,000)	210,000
Contract Services	005-51997-304	10,000	(8,000)	2,000
TOTAL		1,496,000	0	1,496,000

To realign budget categories to cover expenses.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2013	4. Amount of: Federal: 30,000.00 Total: 30,000.00	5. Effective Dates Begin: 4/1/2014 End: 03/31/2015	6. Grant Number: 3ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

Initial Here



COOPERATIVE GRANT AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information;
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

15. Performance: This grant may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.
16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by ALEA.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for costs associated with conducting ALERRT training courses in Alabama.

Initial Here DC
22-8

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Derrick Cunningham

Title:

Chief Deputy

Agency Address:

Montgomery Co Sheriff's Office 1155 Perry St. Montgomery, AL 36104

Phone Number:

334.832.1164

Fax Number:

334.832.1113

Mobile Number:

334.850.1309

E-Mail Address:

DerrickCunningham@mc-la.org

Signature:



Date:

7/14/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON.
STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS
WITHOUT ALEA APPROVAL.

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature:



Date:

7/10/2014

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEEES
RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
 Accounting Office
 Post Office Box 304115
 Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		
2. Audit will be submitted to ALEA Accounting Office by:					
				(Date)	

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By

Name:

Title:

Signature:

David Marshall

From: Thomas Lesage
Sent: Wednesday, July 09, 2014 2:35 PM
To: David Marshall; Derrick Cunningham; Wanda Robinson; Barbara Palmer
Subject: Inmate Telephone Bids Reviews

To Sheriff Marshall and Chief Cunningham;

After reviewing all of the Inmate Telephone bids, these are the recommendations being made:

Legacy Inmate Communications – They guarantee a phone commission of 63%. They also offer \$1.00 Flat Rate local calls for Collect or Prepaid for a 15 minute call.

Telmate – They propose a 55% commission percentage on gross revenue for calls and voicemail.

The companies that did not meet bid specifications are as follows:

Amtel

1. Page one (1) of the bid letter states they do not have a kiosk solution they partner with Tech Friends.
2. Amtel offers 64.5% commission.
3. Page 26, Section 2.6.6 - Response does not answer the requirement that the system must erase the recorded name when the inmate is released.
4. Page 29, Amtel uses a "subsidiary company, Customer Service of America (CSA) at (800 849-6081), family members can set up a prepaid account in minutes, request review of a previous call for possible credit, or request a refund."
5. Page 34, Section 2.8.2 – Amtel Response: While Prepaid Collect allows family members and friends to prepay for collect calls, debit accounts give inmates the ability to place funds in their correctional facility commissary accounts to pay for their own telephone calls.
6. Page 88, Fees – Collect Call Rates = \$3.75 per minute flat rate, and Prepaid Collect / Pin Debit Rates = \$3.15 per minute flat rate.

Combined Public Communications

1. Commission 55% @ 11 Months (February thru December) and 100% @ 1 month (January).
2. Page 23, Section 2.6.6 – Response: Upon inmate release, the recorded name will not be automatically deleted.
3. Page 31, Section 2.9.10 – System does not disconnect a 3 way call it flags it for investigative purposes.
4. Page 35 Section 2.11.2 – The system logs the user off after 30 minutes of inactivity. [Requirement to be 20 minutes].
5. Page 36, Section 2.11.4 – does not answer bid spec that they not lock any MCSO data, or to be able to lock any data field that we do not want data entered into.
6. Tab A, Rates - Prepaid calling local \$0.15 per minute / Collect calling local \$2.75 flat rate.

IC Solutions

1. Page 24, Section 2.6.6 - Does not meet requirement of deleting the inmate's recorded name upon release.
2. Page 34, Section 2.8.3 - Kiosk does not meet requirement of disclosing the amount being deducted for fees.
3. Page 34, Section 2.8.3 - Kiosk is not owned by IC Solutions it is owned by sister company Access Corrections.
4. Page 62- 63, Section 2.11.2 - Does not meet requirement of logging user off after 20 minutes of activity.
5. Page 73, 2.12.2 – recordings are stored for life of contract only, not the required 180 days past contract for review.
6. Commission 65% of Total Gross Revenue.

Securus

1. Page 1, - Commission 75%
Page 37, Section 2.6.6 - Removed from specifications "Upon deactivation of account (release of inmate) the recorded name will be automatically deleted so that a returning inmate can re-record their name in the system. There will need to be more clarity with the voice recognition on the phones. There should not be a need for inmates to continuously repeat their name or speak loudly when going through this process. When the inmates name is recorded on one phone it is required to work on all phones on the system." [Securus has not agreed to this portion of bid specs].
2. Page 52, Section 2.8.3 Part B – Kiosk does not refund money if transaction is cancelled. [Does not meet requirement].
3. Page 52, Section 2.8.3 Part D – Kiosk is not owned by Securus they are in partnership with TouchPay [Does not meet requirement].
4. Page 101, Section 2.11.4 – 1st paragraph Response reads "On-site administrators have the ability to lock or unlock any data fields as needed." [This system does not allow this to be performed as I have requested this, and this feature does not exist in the present system].
5. Page 158, Section 2.15.10 – Does not comply with bid specs they want to email the report to a specified person not allow us to run the report as needed.
6. Page 210, Section 5.4.3 – Securus changed bid specs to reflect last contract fees at \$4.75 maximum fee instead of \$2.00 cash or 2% of Deposit Amount.

Lt. LeSage

[illegible]

Inmatephonesystem2014

Notes:

24-4

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

24-5

PHJ architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

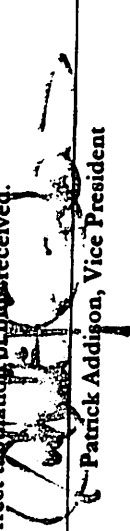
PH&J # 1208GVC

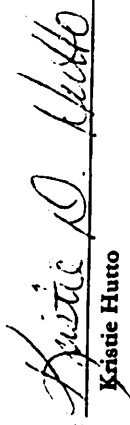
Project: Renovations & Alterations To The Montgomery County
Courthouse- Annex 1 District Attorney & Child Support Suites
Time & Date: July 10, 2014 @ 2:00pm
Place: Montgomery County Commission Conf. Rm, Montg. Co.
Courthouse Annex 3, 101 S. Lawrence St Montgomery, AL

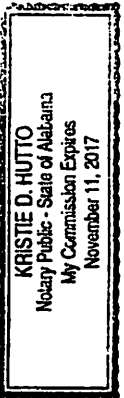
TABULATION OF BIDS

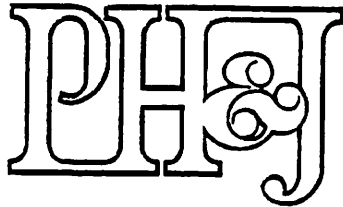
CONTRACTOR	BASE BID	ALTERNATE # 1 (Grand Jury & DA Audio/visual System)	ALTERNATE # 2 (County Digital Signage System)	TOTAL
Bear Brothers	\$2,947,600.00 - \$204,000.00 = \$2,743,600.00	\$202,880.00	\$106,200.00	\$3,052,680.00
Bullard Cook, Inc.	\$2,810,000.00	\$204,000.00	\$107,000.00	\$3,121,000.00
Construction One, Inc.	\$2,804,146.00	\$210,538.00	\$110,204.00	\$3,124,888.00
Hutcheson Construction Co., Inc.	\$2,890,000.00	\$206,000.00	\$107,850.00	\$3,203,850.00
Russell Construction	\$2,648,300.00	\$201,974.00	\$126,800.00	\$2,977,074.00
Stallings & Sons, Inc.	\$2,763,222.00	\$203,000.00	\$106,000.00	\$3,072,222.00

We certify that sealed bids for this project were publicly opened and read aloud at the time and place indicated, and that this is a true and correct tabulation of bids received.

By: 
Patrick Addison, Vice President

Notary: 
Kristie Hutto





PH&J Job Number: 1208-GVC

architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

Wednesday, July 16, 2014

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

Re: New Tenant Improvements for the Montgomery County Courthouse –
Annex I – Third Floor Renovations for the District Attorney and Child Support
PH&J Number: 1208-GVC

Mr. Mims:

The following is a description of the above-mentioned project's alternates:

Alternate 1: Grand Jury and DA Audiovisual System

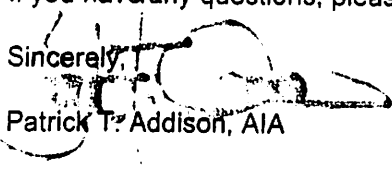
Includes all the audiovisual hardware and equipment, including labor to install system, that make the Grand Jury Room function as required.

Alternate 2: County's Building and Department Digital Way-Finding, Alerting and Informational Interactive Audiovisual System

Includes all the head-end audiovisual hardware and equipment, including labor to install system, to implement an interactive audiovisual system in Annex 1, which will expand to other adjacent county building and those remotely located, with the following features: Electronic way-finding system to direct the public where each of the county departments is located within the building, provides informational alerts and notification to the public and county personnel in the event of an emergency or crisis, provides informational services, such as local news, weather, sports, current and upcoming public events and advertisements for local companies or products available locally to the public.

If you have any questions, please call.

Sincerely,


Patrick T. Addison, AIA

Cc: Griff Harris, File

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

25-4

MEANS GILLIS LAW, LLC

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

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

Sender's E-Mail Address
tcmeans@meansgillislaw.com

July 18, 2014

Agenda

JUL 21 2014

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

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

Donald L. Mims, Montgomery County Administrator
101 South Lawrence Street
PO Box 1667
Montgomery, Alabama 36102-1667

Re: MCC: Bid award for janitorial services

Dear Donnie:

This is a legal opinion as requested in your memorandum dated July 16, 2014. I understand that you are expecting a response by today at 2:30 p.m. Quite frankly that is insufficient time to review research and write to the ultimate request for a legal opinion regarding this issue.

QUESTION PRESENTED

Whether the bid can be awarded to the second lowest bidder?

EXECUTIVE SUMMARY

In general, contracts for goods and services meeting a certain financial threshold are subject to competitive bid under Alabama Bid laws. Bids are to be awarded to the lowest responsive and responsible bidder. The county has elected to use the local preference provision of the bid laws allowing a bid to be awarded to a local bidder if the bid is not more than 3% more the lowest responsive and responsible bid. The county is responsible for qualifying the bids to determine the lowest responsive and responsible bidders. The county may award a bid the second lowest bidder if the lowest bidder did not tender a responsive bid or is not a "responsible" bidder. This assumes that the second lowest bidder is a "responsible bidder and submitted a responsive bid.

THE KNOWN FACTS AND ANALYSIS

Based upon documents that have been presented to me for review, on or about June 12, 2014 Montgomery County Commission through its purchasing department issued an invitation to

bid: Bid No. 51901-14B-012. The bids were due by July 1, 2014 at 10:00 a.m. Central Standard Time. This bid was solicited in compliance with the Alabama bid laws. The Invitation for Bids solicited bids "for custodial/janitorial services for county buildings, including Montgomery County Annex 3, Montgomery County Care Health Clinic, Montgomery County Community Corrections Building, Montgomery County Probate Office, Montgomery County Revenue Office and Annex 2, etc." The vendor was required to provide evidence of insurance protection. Additionally, the bidder was required to identify at least one building of 10,000 square feet currently under contract for janitorial services.

Several bids were submitted to the county for review and consideration. Of particular note, Chano and Sons of Elora, Tennessee was the apparent lowest bidder. Chano and Sons presented a bid that fell outside of the local preference. Prior to the request for this legal opinion, the Examiners of Public Accounts were queried as to whether the county must award the bid to Chano and Sons based upon the narrow issue of the actual application of the local preference. While a written report from the Examiner's office was not provided, there is no dispute from this writer that the 3 percent preference was appropriately calculated and applied.

However, due diligence does not stop upon the application of the local preference provisions of the bid laws. Rather, this is only one of the hurdles that must be crossed before the bid can be awarded to the lowest bidder. Alabama bid laws also requires that the lowest bidder must be:

- "responsive" meaning that the bidder complied with the terms of the invitation to bid, and
- must be a "responsible" bidder meaning that the bidder is competent, experienced and financially able to carry out and deliver the services required by the contract ordered by bid.

Ultimately, the responsible bidder must in the determination of the county have the requisite financial responsibility and practical ability to carry out the terms and conditions of a contract.

The goal of competitive bid laws such as Alabama bid laws is to assure that contracts for goods and services are let in the public interest, and the exercise of discretionary power granted by law without fraud, unfair dealing, favoritism providing a sound and reasonable basis for an award. It is believed that by doing so the public confidence is maintained in projects funded by public money. Further that public funds are properly expended for tangible deliverables.

In doing a legal review of this matter, the writer has the luxury of hindsight in taking a critical look at the quality of the due diligence exercised to qualify the lowest bidder. This is by no means an attempt to be critical other than to exercise an analysis of the process. That said there are several issues for which there appear the need to investigate further before qualifying the low bidder as a responsive bidder as well as a responsible bidder. This analysis is by no means a thorough and complete analysis, but an analysis that raises concerns needing to be addressed before an award is made.

The invitation to bid requires that the bidder have at least one contract for like services in a building of 10,000 square feet or more. While it appears (assuming that one of the buildings

referenced in the bid package meets that qualification) that that's likely the case, there is no documentation which would verify that requirement.

Further, the bid requires that the bidder have a Montgomery business license. As I write this, I am advised it would be permissible for the successful bidder to get a business license after the bid is awarded.

There are questions about Chano and Sons could as a practical matter operate a janitorial service 215 miles from its presumptive home base. Nothing in the due diligence package nor in the Chano and Sons bid package is there any indication that it has even attempted to operate outside its home county in Tennessee. There are likely substantial logistical issues that the bidder would need to be able to handle in operating a business in another state at a location more than three hours away particularly when it is operating a business elsewhere. The bid requires a staff and supervision of that staff. The work would be done after regular business hours without count employees present for the most part. Further questions would involve how would staff be recruited and managed with the owner being so far away. In other words there are substantial questions/issues that need to be resolved to determine whether or not as a practical matter Chano and Sons (which is a small operation) can practically provide the service as expected by the contract to be let.

Research of our databases that we use in our practice raised several issues. The database suggests that the principal of Chano and Sons operates out of his home and utilizes a cell phone as his business phone. There is no indication that this sole proprietor has an operation in existence in Alabama or anywhere beyond his home county. Further, the databases advised that there were "no results found for businesses and corporations named Chano and Sons whose Federal Identification Number is 27-543-0064 located at 361 Wells Lee Road in Elora, Tennessee."

CONCLUSION

Further due diligence with regard to whether or not Chano and Sons is both a responsive as well as a responsible bidder need to be thoroughly fleshed out before a bid can be awarded to this company. We have not attempted to determine whether or not any of the other bidders are qualified. It would be prudent for the county to develop some standards by way of resolution of determining the responsiveness as well as the responsibility of bidders before awarding contracts.

Respectfully submitted,

MEANS GILLIS LAW, LLC

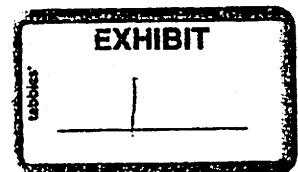
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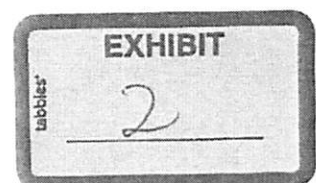
MARTIS SANCHEZ - 361 WELLS LEE ROAD - ELORA - TN - 37328
- 9316752831 - CHANO & SONS - US Businesses

We're sorry, there were no results found for businesses and corporations named **CHANO & SONS** whose FEINumber is 275430064 located at 361 WELLS LEE ROAD, ELORA, TENNESSEE 37328 with Phone Number (931) 675-2831 with principals or agents named **MARTIS SANCHEZ**.



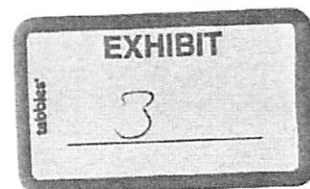
Your Current Reference ID: NONE

We're sorry, there were no results found for businesses and corporations named CHANO & SONS located in ELORA, TENNESSEE.

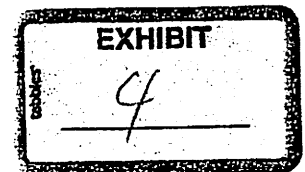


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We're sorry, there were no results found for businesses and corporations named CHANO & SONS in the United States.



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2 results found for people named MARTIS SANCHEZ located in TENNESSEE.

Subject 1 of 2:

MARTIS J SANCHEZ, 29 Years Old (Elora, TN) 361 WELLS LEE RD, ELORA, TN 37328-4235 (LINCOLN COUNTY) (10/23/2000 to 07/17/2014)

MARTIS J SANCHEZ (10/23/2000 to 04/03/2014)

Cities
Elora, TN (10/23/2000 to 04/03/2014)

Counties
Lincoln County, TN (10/23/2000 to 04/03/2014)

Other Observed Names

MARTIS R SANCHEZ (02/06/2014)

Indicators

SSN: [REDACTED] 7434

Issued: TENNESSEE 1984-1985

Date of Birth

DOB: 08/28/1984

Age: 29

Bankruptcies: None Found

Liens: None Found

Judgments: None Found

Utilities: 2 Found

Possible Emails
None found

Dates at Searched Location: 10/23/2000 to 07/17/2014

Address History (1)

361 WELLS LEE RD, ELORA, TN 37328-4235 (LINCOLN COUNTY) (10/23/2000 to 07/17/2014)

Subject 2 of 2:

MARTIS SANCHEZ (LINCOLN COUNTY) ELINTVILLE, TN 37328-4235 (LINCOLN COUNTY) (07/2005)

MARTIS SANCHEZ (07/2005)

Possible Relatives

Cities
Elora, TN (10/23/2000 to 04/03/2014)

Counties
Lincoln County, TN (10/23/2000 to 04/03/2014)

Date of Birth

DOB: 08/28/1984

Age: 29

Bankruptcies: None Found

Liens: None Found

Judgments: None Found

Utilities: 2 Found

Possible Emails
None found

Cities
Elora, TN (10/23/2000 to 04/03/2014)

Counties
Lincoln County, TN (10/23/2000 to 04/03/2014)



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Address History (1)
35 VANDIVER RD, FLINTVILLE, TN 37335-5143 (LINCOLN COUNTY) (07/2005 to 07/2005)
Subdivision Name: MICHAEL GOODING

+ Tyrone

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News

Your search - **chano & Sons** - did not match any news results.

Suggestions:

- Make sure all words are spelled correctly.
- Try different keywords.
- Try more general keywords.
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The selection and placement of stories on this page were determined automatically by a computer program. The time or date displayed reflects when an article was added to or updated in Google News.

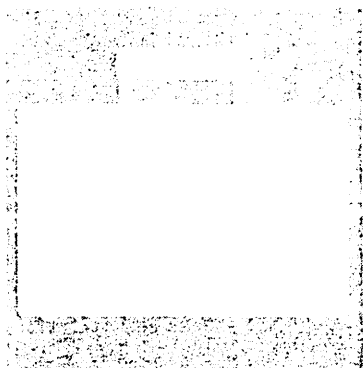


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Chano and Sons

Company

Fayetteville, Tennessee

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Wednesday, July 16, 2014

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LCBPU to close on \$4.8M loan

Posted on Wednesday, February 19, 2014 at 5:00 am

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Lincoln County Board of Public Utilities officials will meet with Rural Development on March 6 at the Lincoln County Courthouse where they will close on the \$4.8 million loan for the Phase VI water line replacement project in the Parks City area.

Ronnie Braden, superintendent, stated that \$250,000 worth of pipe has already been delivered. Engineer Bob Ramsey noted that 7,500-feet of pipe has already been laid in the ground nearly to Whispering Hills.

In other board action, officials approved a resolution to provide water usage data to Fayetteville Public Utilities with a stipulation that FPU has permission to piggyback on LCBPU's agreement with Tennessee Department of Transportation (TDOT) to lay sewer lines, providing TDOT approves it. The water usage data will be tied to 100 people along the proposed sewer line in Parks City, said Braden.

Also approved was the renewal of the Microcom telemetry maintenance contract. The cost of the contract is \$10,300 this year and \$10,800 next year. Braden says the water tower equipment frequently gets hit by lightning, and when it does, Microcom replaces the damaged telemetry equipment.

In other action, board members voted to approve a resolution that will be presented to State Rep. Pat Marsh. The resolution would be a request to make a change to the state statute that requires that the county have financial authority and responsibility of LCBPU purchases.

In other business, Chairman Ron Stanly opened envelopes containing four bids for grass cutting on LCBPU properties. The lowest bid was by Joe Goodman at \$13,500 per year. The second lowest was Chano & Sons at \$15,150, or \$1,895 per month for eight months. Board members voted to award the bid to the qualified low bidder, once qualifications have been assessed. If the lowest bidder is not qualified, the board will accept the bid of the next lowest qualified bidder.

In other discussion, officials tried to find a solution to the number of people getting cut off from their service for non-payment of water bills.

"We're not just cutting people off arbitrarily," stated Braden. "They get 20 days before it's cut off."

If customers pay their bills 24 hours before the cut-off day though, LCBPU will not be notified by their payment processor of that payment until the water has already been cut off.

Board members recommended that after the initial due date, a customer should have 10 days to pay it. After that, the customer must pay their bill in person at the Huntsville Highway office. Officials plan to vote on a policy change next month.

Also mentioned by Braden while discussing water leaks is that LCBPU is asking customers to conserve on water since there have been many leaks in the system with the onset of cold weather. Braden also advised customers to check their service lines for leaks.

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New ISO rating to save city residents on insurance premiums

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While Lincoln County budgeters continue to weigh their options in regard to

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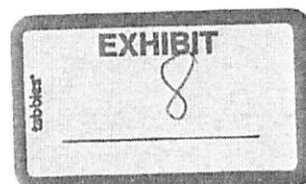
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Top Headlines - Sports



Swim team finishes third in League Championship

The Fayetteville Area Swim team finished third out of a

field of



7-on-7 Scrimmage

Coach Noah Repasky (right) calls a play in Lincoln County High School's

Top Headlines - Lifestyles



Pasta Premier benefits museum

The 14th Annual Pasta Premier, a fundraiser for the Fayetteville-Lincoln County Museum,

Canning College slated this week

UT Extension Lincoln County is holding a two-day Canning College on Thursday.

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 4, 2014, at 8:00 in the morning.



Administrator



Chairman