

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 15, 2014

INFORMATION SESSION

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

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

COMMENTS FROM JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell informed the Commission that a modification would need to be made to the Contract with Chilton County regarding housing juveniles at the Montgomery County Youth Facility, which was on the agenda. He stated that once the modification has been approved by Chilton County, he will present it to the Commission for approval. The Commission agreed.

DISCUSSION BY THE COMMISSION

Commissioner Walker requested a \$750 miscellaneous appropriation from her account to the Alabama Baseball Coaches Association, Inc., for the Fall Community College Sophomore Workouts and Fall Classic.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to the Make a Difference Foundation for youth programs.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to Brewbaker Technology Magnet High School for the athletic program.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that Courthouse Café Manager Wanda Hughes has requested to close the café for two weeks for Christmas, December 22, 2014 through January 2, 2015. The Commission agreed to this request.

PRESENTATION BY MANAGING DIRECTOR MIKE DUNN WITH MERCHANT CAPITAL, PRESIDENT & CEO NEILL WRIGHT WITH FIRST TUSKEGEE BANK AND ATTORNEY WYATT HASKELL WITH HASKELL SLAUGHTER & SPRATLING, LLC

Merchant Capital Managing Director Mike Dunn presented a Summary of Refunding Results of Series 2006 Bonds and Collective Results for the Series 2012 and 2014 Bonds. He stated that the upcoming Refunding would save approximately \$1.2 million. First Tuskegee Bank President and CEO Neill Wright was also present.

Attorney Wyatt Haskell with Haskell Slaughter & Spratling, LLC, briefed the Commission regarding a proposed Resolution concerning the Montgomery County Public Building Authority Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014-A. He noted that Montgomery County Courthouse Annex I and the Carnegie Library buildings would need to be conveyed to the Public Building Authority in order for the proceeds from the refunding to be used for the renovations of these buildings and that the proposed resolution be modified to reflect this change. Administrator Mims explained that Annex I is currently undergoing a \$2.8 million renovation, of which \$1 million has been spent so far. He noted that the interior of the Carnegie Library, which houses the County Appraisal Department, is also in need of renovation. Administrator Mims presented two additional Resolutions regarding the Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014-A, which approves Haskell Slaughter & Spratling LLC as Bond Counsel for Montgomery County for the 2014-A Refunding and approves Merchant Capital and First Tuskegee Bank as underwriters for the 2014-A Refunding.

After discussion, the Commission agreed to waive rules and add these three Resolutions to the agenda with a provision that Annex I and the Carnegie Library be conveyed to the Montgomery County Public Building Authority and that the appointment of Haskell Slaughter & Spratling, LLC, as bond counsel be limited to the Revenue Refunding Warrants Series 2014-A, as modified during the Information Session.

Attorney Wyatt Haskell with Haskell Slaughter & Spratling, LLC, presented and briefed the Commission regarding the County Government Bond Financing Review Form.

(Copies of Summary of Refunding Results and County Government Bond Financing Review Form, Pages 18-1 through 18-7, are attached to these Minutes.)

PRESENTATION BY SHERIFF D.T. MARSHALL

Sheriff D.T. Marshall briefed the Commission regarding an early Position Fill Request for a Clerk IV, Position Number 167 from the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding the reallocation of a Retired RSA Employee/Clerical/Semi-Skilled to a Clerk Typist II and related Position Fill Request for Clerk Typist II, Position Number 810012007 from the Tax and Audit Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Bid Award for washer extractors, Bid No. 52110-15B-013 for the Youth Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY FRANK LITCHFIELD AND JIN SUNWOO WITH SEAY, SEAY & LITCHFIELD

Frank Litchfield and Jin Sunwoo with Seay, Seay & Litchfield briefed the Commission regarding a Change Order Request to the Agreement with Bear Brothers, Inc., concerning the Youth Facility Renovation Project. After discussion, the Commission agreed to place this item on the next agenda.

RECESS TO EXECUTIVE SESSION

Vice Chairman Harris made a motion to go into the Executive Session, based upon a letter from Attorney H. Lewis Gillis with Means Gillis Law, LLC, to discuss the possible lease, sale and/or purchase of property. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of letter from Attorney H. Lewis Gillis and a Checklist for Conducting Lawful Executive Sessions, Pages 19-1 and 19-2, are attached to these Minutes.)

RECESS TO INFORMATION SESSION

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

INFORMATION SESSION

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Walker.

The Pledge of Allegiance was led by Commissioner Williams.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of December 1, 2014. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

CONSENT AGENDA

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

Vice Chairman Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

NEW BUSINESS

MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Administrator Mims presented the following memorandum:

December 9, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery County Public Building Authority Board Appointment

The Montgomery County Commission, during its meeting on December 1, 2014, discussed a board member appointment to the Montgomery County Public Building Authority. Commissioner Walker recommended Ed Grimes for the replacement of James Phillips, whose term would expire June 5, 2020.

I am requesting approval of this appointment.

Attachment

End of Memorandum

Commissioner Williams made a motion to appoint Ed Grimes with a term expiring June 5, 2020. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 1-2, is attached to these Minutes.)

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION –
APPROVED APPOINTMENT TO THE RURAL PLANNING ORGANIZATION (RPO)
POLICY COMMITTEE

Administrator Mims presented the following memorandum:

December 10, 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 December 1, 2014 County Commission meeting, Administrator Mims presented a letter from Planning Director Katherine E. Ennis with Central Alabama Regional Planning and Development Commission requesting that the Commission appoint one Commissioner to serve as a voting member on the Rural Planning Organization (RPO) Policy Committee, due to the resignation of Reed Ingram. Commissioner Walker nominated Andrew Hall and the Commission agreed to place this board member appointment on the next agenda.

I am requesting that the Commission approve his appointment.

End of Memorandum

Vice Chairman Harris made a motion to appoint Andrew Hall. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Letter, Agenda Page 2-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED TWO GRANT APPLICATIONS TO THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS FOR EQUIPMENT PURCHASES

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

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: December 10, 2014

RE: Edward Byrne Memorial JAG Grants

The Montgomery County District Attorney's Office is applying to ADECA for two Byrne JAG grants for equipment purchases. The County Commission serves as the sub grantee. The grants start date will be January 1, 2015. There is no match required for these grants.

Please place these applications on the Montgomery County Commission agenda for Monday, December 15.

Thank you.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the applications. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Applications, Agenda Pages 3-2 through 3-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED POLICY ON PUBLIC NOTICE REGARDING
BLANKET CONDITIONS OF COUNTY ROAD AND BRIDGES

Administrator Mims presented the following memorandum:

December 9, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Road Conditions Policy

The Montgomery County Commission, at its meeting on December 1, 2014, agreed to place on the next agenda a Policy on Public Notice regarding Blanket Conditions of County Road and Bridges.

I am requesting at the Commission approve the attached policy.

Attachment

End of Memorandum

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

COUNTY COMMISSION – APPROVED FUNDING 40% OF TOTAL ENGINEERING
COST, NOT TO EXCEED \$22,000, FOR TRAFFIC SIGNAL INSTALLATION ON
HYUNDAI BOULEVARD TO BENEFIT PROJECT CLOVER-GLOVIS

Administrator Mims presented the following memorandum:

December 9, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Funding for Engineering Cost regarding Project Clover-Glovis

The Montgomery County Commission, during its meeting on December 1, 2014, agreed to place on the next agenda authorization to fund 40% of the total engineering cost for a traffic signal installation on Hyundai Boulevard to benefit Project Clover-Glovis, in which the County would pay no more than \$22,000 for the project.

I am requesting that the Commission approve this funding authorization.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letters, Email, Scope of Work, and Fee Schedule, Agenda Pages 5-2 through 5-8, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR AUTAUGA, BUTLER, ELMORE AND MONROE COUNTIES AND HOLDING THE CHILTON COUNTY CONTRACT TO BE REVISED AND RESUBMITTED TO THE COMMISSION FOR APPROVAL

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: December 5, 2014

Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties Detention Bed Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' contracts on the December 15th County Commission formal agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties to house juveniles from their respective counties in our facility.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Williams made a motion to approve the contracts for Autauga, Butler, Elmore and Monroe Counties, and approve holding the Chilton County Contract to be revised and resubmitted to the Commission for approval. The motion was seconded by Commissioner Hall

and unanimously approved by the Commission. (Copies of Agreement, Letter, and Subsidy Contract, Agenda Pages 6-2 through 6-19, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

December 15, 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-2015-12	Rescind Appropriation to Montgomery Area Council on Aging (MACOA), for Mt. Zion AME Church's Senior Citizens Day Care and Feeding Program - \$2,500; (Williams)
C-2015-37:	Montgomery Community Action Agency, for Community Service Programs - \$11,250; (Dean-\$6,250 and Williams-\$5,000)
NC-2015-68:	Senior Citizens Christmas Luncheon for Richardson Terrace - \$1,175.00; (Williams)
NC-2015-69:	Senior Citizens Christmas Dinner at Gibbs Village Community Center - \$705.00; (Williams)
NC-2015-70:	Senior Citizens Christmas Luncheon at Flatwood Community Center, for Flatwood Seniors - \$1,175.00; (Williams)
NC-2015-71:	Senior Citizens Christmas Dinner at Flatwood Community Center, for Montgomery Community Action Agency - \$1,468.75; (Williams)
NC-2015-72:	Senior Citizens Christmas Luncheon at King Hill Community Center - \$1,410.00; (Williams)
NC-2015-73:	Senior Citizens Christmas Dinner at Patterson Court - \$352.50; (Williams)

End of Memorandum

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

- C-2015-38: Alabama Baseball Coaches Association, Inc., for the Fall Community College Sophomore Workouts and Fall Classic - \$750; (Walker)
- C-2015-39: Make a Difference Foundation, for Youth Programs - \$500; (Williams)
- NC-2015-74: BOE, Brewbaker Technology Magnet High School, for Athletic Program, - \$500; (Williams)

****Rescind**

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

COUNTY COMMISSION – APPROVED PAYMENT OF LEGAL FEES IN THE AMOUNT OF \$2,998.50 TO BALCH & BINGHAM, LLP REGARDING ECONOMIC DEVELOPMENT INCENTIVES FOR STIVERS FORD LINCOLN, INC.

Administrator Mims presented the following memorandum:

December 9, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of Invoice regarding Legal Fees for Stivers Incentive

The Montgomery County Commission, during its meeting on December 1, 2014, agreed to place on the next agenda an Invoice in the amount of \$2,998.50 from Balch & Bingham, LLP, regarding Legal Fees concerning Economic Development Incentives for Stivers Ford Lincoln, Inc.

I am requesting approval of this payment.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Invoice and Service Detail Sheet, Agenda Pages 8-2 through 8-4, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

Administrator Mims presented the following memorandum:

December 9, 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 December 1, 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 114
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 214
- (3) Corrections Officer Trainee/Corrections Officer, Position Number 221
- (4) Corrections Officer Trainee/Corrections Officer, Position Number 225

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 9-2 through 9-5, are attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK, POSITION NUMBER 750016003

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

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 11/23/14

Re: Request Fill Position Number 750016003 (Customer Service Clerk)

The Montgomery County Probate Court is requesting to fill a vacant Customer Service Clerk position. The position will be vacated December 1st and is currently in our budget.

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 10-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUESTS FOR TWO JUVENILE
DETENTION OFFICERS, RELIEF, POSITION NUMBERS 910300001 AND 910300002

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: December 5, 2014

Re: Relief Juvenile Detention Officer Fill Requests

We recently moved Latoyia Debridge to full time creating a relief worker vacancy. We also need to fill another relief worker vacancy. I am requesting approval of a bona fide gender specific female register at the December 15th County Commission working session. The gender specific register is requested in accordance with our state standard for same sex direct supervision of detainees.

Thank you for your consideration!

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-2 and 11-3, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED IRREGULAR ONE-STEP INCREASE FOR THREE BUYER POSITIONS

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

November 26, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Request for Step Increases

Finance Director Sherrill Thomas has submitted the attached recommendation (with analysis of budget impact) for a one-step increase for the three buyer positions in the Support Services Purchasing Department.

I support her recommendation and request that it be put on a future agenda.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memorandum and Position Budget Report, Agenda Pages 12-2 and 12-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Numbers 10 and 11
2. Sheriff's Office	Request Number 8
3. Risk Management	Request Numbers 3 and 4
4. Community Corrections	Request Number 5
5. District Attorney's Office	Request Number 11

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 13-1 through 13-7, are attached to these Minutes.)

WAIVED RULES

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

COUNTY COMMISSION – ADOPTED THREE RESOLUTIONS RELATIVE TO THE MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY REVENUE REFUNDING WARRANTS (MONTGOMERY COUNTY FACILITIES PROJECT) SERIES 2014-A

Administrator Mims presented the following three resolutions:

1. Resolution Authorizing Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014-A
2. Resolution Authorizing Bond Counsel for the Refunding
3. Resolution Authorizing Underwriters for the Refunding

Commissioner Williams made a motion to adopt the three resolutions, as presented and modified during the Information Session, relative to the Montgomery County Public Building Authority Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014-A. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolutions, Agenda Pages 14-1 through 14-6, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED EARLY POSITION FILL REQUEST FOR CLERK IV, POSITION NUMBER 167

Administrator Mims presented the following memorandum from Sheriff D.T. Marshall:

December 5, 2014

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff D.T. Marshall
Montgomery County Sheriff's Office

SUBJECT: Approval of Early Fill Request

I am requesting approval for an Early Fill Request for the position of Clerk IV in our Administrative Office.

My Confidential Secretary, Tinette Barr, will be retiring on Wednesday, December 31, 2014, and our current Clerk IV, Christie Vázquez, will be moving into Mrs. Barr's slot; therefore, it is imperative that we fill that Clerk IV position prior to these changes.

I am requesting that this matter be placed on the next County Commission agenda for special approval so as the transition can begin in a timely manner. I am enclosing a copy of the Position Fill Request submitted to Ms. Bazzell in Finance.

Your assistance in this matter will be greatly appreciated.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-2, is attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED REALLOCATION OF RETIRED RSA
EMPLOYEE/CLERICAL/SEMI-SKILLED TO CLERK TYPIST II AND RELATED
POSITION FILL REQUEST FOR CLERK TYPIST II, POSITION NUMBER 810012007

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

December 9, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Waive Rules Request for Reallocation of Tax & Audit Position
And Position Fill Request

Revenue Manager Terri Henderson submitted the attached request to:

1. Reallocate an existing Retired RSA Employee clerical position to a Clerk Typist II Position; and
2. Approve a Position Fill Request.

Retired RSA Employee Linda Bass has submitted her resignation effective December 31, 2014. RSA Retired Employees are limited in the number of hours they work per pay period, and the Tax and Audit Department needs a full-time person in that position.

I request that the Commission waive rules and approve Mrs. Henderson's request to expedite filling the vacancy in her office.

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 Memorandum, Position Fill Request, and Letter, Agenda Pages 16-2 through 16-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED BID AWARD FOR WASHER EXTRACTORS, BID NO. 52110-15B-013

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: December 9, 2014
SUBJECT: Bid No. 52110-15B-013
Washer Extractors – Youth Facility

Request that rules be waived and approval of award on the above referenced bid to the lowest responsible bidder using the 3% local vendor preference Code of Alabama Section 41-16-50(a), to Cohen's Electronics & Appliances, Inc. in the amount of \$21,998.00, be placed on the agenda for the County Commission meeting on December 15, 2014. (copy of spread sheet attached)

Coordination of award made with Bruce Howell, Juvenile Court Administrator.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Spreadsheet and Vendor Information Sheet, Agenda Pages 17-2 and 17-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer George C. Speake wished everyone a Merry Christmas and Happy New Year.

Commissioner Hall thanked all the employees and staff for their help and expressed his appreciation for their hard work this year. He wished them a Merry Christmas and Happy New Year. Commissioner Hall also thanked the Chairman and fellow Commissioners for making him feel welcomed. Lastly, he thanked County Administrator Mims for his years of service and dedication and wished him and his family a Merry Christmas.

Commissioner Williams wished everyone a Merry Christmas and Happy New Year. He thanked them for their service to Montgomery County and for making it run smoothly. He said that he hopes everyone has a safe holiday and that he hopes to see everyone back in January.

Commissioner Walker wished everyone a Merry Christmas.

Chairman Dean thanked everyone for the service that they rendered to all the constituents this year. He stated that he was very proud of everyone in regards to the Employee Christmas Luncheon. He noted that approximately 800 people registered to attend the luncheon in which 85 people were retirees. He said that the Commission always wants to show their appreciation and added that the retirees built the bridge that the Commissioners and present employees walk across today. He wished everyone a Merry Christmas and a Happy New Year.

Vice Chairman Harris wished everyone a Happy Holiday. He recognized Gina Ishman, Deputy Clerk to Circuit Clerk Tiffany McCord, and told her that it was good to see her. Ms. McCord introduced Ms. Ishman and stated that she is a blessing to her and her office. Vice Chairman Harris said that he would like to reiterate what Commissioner Walker said in her prayer this morning about this being the season of giving. He stated that he knows the community is generous but encouraged everyone to remember the less fortunate and to continue being generous.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY PATRICK ADDISON WITH PH&J ARCHITECTS, INC. AND MONTGOMERY COUNTY CIRCUIT CLERK TIFFANY MCCORD

Patrick Addison with PH&J Architects, Inc. briefed the Commission regarding a Bid Award for the renovations to the Circuit Clerk's Teller Lines at the Montgomery County Courthouse. Montgomery County Circuit Clerk Tiffany McCord was also present. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Addison briefed the Commission regarding a Change Order Request to the Agreement with Russell Construction of Alabama concerning County Courthouse Annex I Third Floor

renovations and alterations for the District Attorney and Child Support Offices. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci updated the Commission regarding the Information Systems Department. He briefed the Commission regarding the “Next Generation E911 System” project and stated that the project requires a lead person from the County. Administrator Mims indicated that Rural Addressing Coordinator Jane Reed would be the lead person. The Commission agreed. (Copy of Memorandum, Agenda Pages 20-1 through 20-3 is attached to these Minutes.)

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

County Engineer George C. Speake reviewed his December 2, 2014, reply to a November 18, 2014, warning letter from ADEM concerning the Hall Pit and advised the Commission that actions had been taken to correct applicable deficiencies.

Chairman Dean asked Mr. Speake and James Kelley to contact the County’s E911 Addressing Coordinator to ensure that White’s Lake Road is included in the E911 addressing system.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Transfer of Ownership and Liability Agreement for Retired K-9 “Mondo” from the Sheriff’s Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Change Order Request to the Agreement with Stallings & Sons, Inc., regarding Alterations to Third Floor Montgomery County Courthouse Annex III for the Probate Judge’s Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Board Member appointment to the Central Alabama Regional Planning and Development Commission. He explained that the Deputy Administrator serves as a member and requested that the Commission appoint Deputy Administrator Cauthen to this board. After discussion, the Commission agreed to place this appointment on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Williams stated that the County needs a grant writer. Chief Deputy Derrick Cunningham agreed with Commissioner Williams and stated that there were a lot of grants that they would apply for if the County had a grant writer. Administrator Mims stated that the Commission has a Grant Writer position in the department that has been vacant since 2008. Vice

Chairman Harris inquired as to what would happen to the County's affiliation with Central Alabama Regional Planning and Development Commission (CARPDC). Administrator Mims stated that it is up to the Commission. Finance Director Sherrill Thomas stated CARPDC provides other services that the County would need such as administering Weatherization grants. Commissioner Hall requested a cost analysis of the Grant Writer position and the advantages of having one.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Position Fill Request for Records & Identification Clerk, Position Number 136 from the Sheriff's Office. After discussion, the Commission agreed to place this request on the next agenda.

Administrator Mims presented Position Fill Requests for Corrections Officer Trainee/Corrections Officer, Position Number 77, 78, 115 and 199, Clerk II, Position Number 234 and Clerk III, Position Number 98 from the Detention Facility. After discussion, the Commission agreed to place these requests on the next agenda.

Administrator Mims presented copies of Position Fill Requests for Juvenile Detention Officer, Relief, Position Number 910300010 and Court Operations Clerk I, Position Number 900377001, from the Youth Facility. After discussion, the Commission agreed to place these requests on the next agenda.

Administrator Mims presented the Schedule of Upcoming Bids/Contract Renewals for December 2014, January 2015 and February 2015.

Administrator Mims presented the Revenue Reports for November 2014, from the Tax and Audit Department.

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

Administrator Mims presented the Census and Fiscal Report for November 2014, for Community Corrections.

Administrator Mims noted an employee who has submitted a Notice of Application for Retirement Allowance.

DISCUSSION BY THE COMMISSION

Chairman Dean inquired as to whether the Commission ever approved an agreement to start providing Montgomery Public Schools with the funds it withheld for payment of MPS Debt Service for the last several years. Administrator Mims responded that during an Information Session, the Commission agreed to send a letter regarding future funding to the Board of Education, but there has been no formal approval. After discussion, the Commission agreed for

Vice Chairman Harris, Administrator Mims and Deputy Administrator Cauthen to draft an Agreement regarding these funds.

Chairman Dean informed his fellow Commissioners that Attorney Lewis Gillis would be talking to them about the tickets for the Camellia Bowl game.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims stated that he would be taking some vacation time during the Christmas holidays and Chairman Dean has agreed.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the Commission calendar or events and wished them all a Merry Christmas.

ADJOURNMENT

Vice Chairman Harris made a motion to adjourn the meeting of the Montgomery County Commission on December 15, 2014, at 10:35 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

12-15-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-05-14

Check Number	To	Check Number
249583		249662
Total Checks Paid		\$286,895.79

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

12-15-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-05-14

Check Number	To	Check Number
249663		249757
Total Checks Paid		\$757,268.48

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

DEC 15 2014

12/15/14 Meeting

MONTGOMERY COUNTY COMMISSION**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID****CHECKS ARE DATED
12/12/14**

Payroll Check Number	121594	To	Payroll Check Number	121682	\$ 64,181.07
Direct Deposits					\$ 881,611.72
Payroll Check Number	121683	To	Payroll Check Number	121711	\$ 257,086.93
Direct Deposits					\$ 361,846.71
Federal Deposits					\$ 352,648.69
Total Payroll Paid					\$ 1,917,375.12

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

Montgomery County Public Building Authority

Members:

Term Expires:

James Phillips (Resigned)

6/5/2014

Andrew Hall (President) (Resigned)
Pike Road, AL 36064

6/5/2014

Bill Davis
Montgomery, AL 36106

6/5/2016

Andrew Hardwick
Montgomery, AL 36116

6/5/2016

William E. Blake
Montgomery, AL 36104

6/5/2018

James Harrell
Montgomery, AL 36111

6/5/2018

Term: 6 years

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams
Chairman

Greg Clark
Executive Director

November 10, 2014

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

RE: Rural Planning Organization of Central Alabama

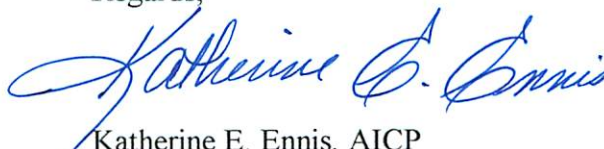
Mr. Mims:

With the end of Commissioner Reed Ingram's service on the Montgomery County Commission, Montgomery County will have an empty seat on the Policy Committee for the Rural Planning Organization (RPO). We would like to request that the County Commission make a new appointment to this Committee at their first possible opportunity. The RPO is a transportation planning process serving the rural areas of Alabama and providing a formal link between ALDOT and local governments.

The Policy Committee will meet approximately quarterly and at this time we are working to establish the Committee's meeting schedule for FY2015. We expect that the first meeting of the fiscal year will take place during the month of November and hope that your new appointment will be able to participate in that meeting. During our meetings we will offer training and informational presentations, and the committee will make recommendations and provide information on potential future projects to be passed on to ALDOT.

We look forward to hearing from you regarding this important position and ask that once an appointment has been made you provide us with the name and contact information of the person selected. If you need additional information please feel free to contact me at (334) 262-4300 or kennis@carpdc.com.

Regards,


Katherine E. Ennis, AICP
Planning Director

cc: Elton N. Dean, Jr., Chairman Montgomery County Commission

Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Form Revised January 10, 2011

Page 1

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant

Name Montgomery County Commission
Address 101 S Lawrence Street
Montgomery, AL 36104
Phone #: (334) 832-1259
Fax # (334) 832-2533
E-Mail

3. Authorizing Official

Name Elton N. Dean, Sr., Chairman
Title Montgomery County Commission
Address 101 S Lawrence Street
Montgomery, AL 36104
Phone # (334) 832-1259
Fax # (334) 832-2533
E-Mail

2. Implementing Agency

Name Montgomery County District Attorney
Phone # (334) 832-2550

Signature _____ Date: _____

4. Project Director

Name Rhonda B. Cape
Address 251 S Lawrence St
Montgomery, AL 36104
Phone # (334) 832-1652
Fax # (334) 832-1615
E-Mail rhondacape@mc-ala.org

5. Financial Officer

Name Sherrill Thomas
Address 101 S Lawrence Street
Montgomery, AL 36104
Phone # (334) 832-1268
Fax # (334) 832-2533
E-Mail sherrillthomas@mc-ala.org

Signature *Rhonda B. Cape* Date: *12/10/14*

Signature *Sherrill Thomas* Date: *12/11/14*

6. Type of Application

- ☒ Original
☐ Continuation of Previous Grant

Number: _____

7. Program Under Which Application is Made
Byrne JAG

8. Project Start Date (Estimated)
January 1, 2015

9. Project Ending Date (Estimated)
June 30, 2015

10. Does this application require a prior cost approval? ☐ Yes ☐ No

11. Name of the Project (Brief Descriptive Title)
Radios for Investigators

12. Grant Funds Requested

\$ 6,847.00

13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No

14. Total Project Duration (in Months)

6 months

(If yes, identify and explain on Page 9)

15. DUNS Number
99839086

16. CCR Registration Valid Until: (Enter Date)

17. Project Summary: (Suitable for a news release pertaining to this project)

The Montgomery County District Attorney's Office is applying for grant funding to purchase radios for our Investigators so they will have immediate and direct contact with other law enforcement agencies. This communication ability is needed for investigative purposes and for safety issues because they are regularly exposed to dangerous situations, physical threats and unpredictable incidents.

ADECA / LETS Grant Application Part 2
Edward Byrne Memorial JAG Program
Project Narrative Description / Problem Identification

The Investigators in the Montgomery County District Attorney's Office provide highly responsible work in conducting investigations of suspected criminal violations, and enforcing laws, rules and regulations under the purview of the District Attorney. They work with other law enforcement officials at the federal, state and local levels in planning and conducting operations to detect and apprehend law violators. They provide security for the office, courtroom and other areas as needed. They transport victims and witnesses as needed and serve subpoenas. They are regularly exposed to dangerous situations, physical threats and unpredictable incidents.

Their current means of communication is through cellphones. This is problematic since they do not connect directly into the communication systems of other law enforcement agencies for immediate access and response.

A communication tool that would allow them to have immediate contact with not only their fellow investigators but also other law enforcement officials in the County and State is greatly needed for investigative duties and especially for safety reasons. The purchase of digital portable radios would provide our investigators with immediate and direct contact with other law enforcement agencies.

Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Form Revised January 10, 2011

Page 6

A. Personnel:

List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -

Salaries Sub-Total \$ -

Fringe Benefit Computation

FICA	\$ -	7.650%
SUI	\$ -	0.000%
W/C	\$ -	0.000%
Health Insurance	\$ -	0
Life Insurance	\$ -	0
Retirement	\$ -	0
Other	\$ -	0
Other	\$ -	0

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

See Attachment 1 (Personnel)

\$ -

Fringe Sub-Total \$ -

Total Personnel Expenditures \$ -

B. Contractual Services:

Must be itemized

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

Individual Consultants and/or Contracting of Service Organizations

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Professional Services \$ -

C. Travel:

Transportation & associated cost of project personnel (Consultant Travel is to be include in Category B above)

Mileage:	\$ -
Per Diem:	\$ -
Conference Cost:	\$ -
Other:	\$ -

Total Travel \$ -

3-4

Page 7

Must be itemized

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
See Attachment 2 (Operating Expense)	\$	-

Total Operating Expense	\$	-
--------------------------------	-----------	----------

Must be itemized

Item	Qty	Unit Price	Total Item Cost
Like or similar to: digital portable radios	1	\$ 6,847.00	\$ 6,847.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)		\$ -	\$ -

Equipment Purchase Total	\$	6,847.00
--------------------------	----	----------

Lease or Rental Equipment	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)			\$ -

Lease or Rental Total	\$	-
-----------------------	----	---

Total Equipment Expense	\$	6,847.00
--------------------------------	-----------	-----------------

Total Project Cost	\$	6,847.00
---------------------------	-----------	-----------------

\$ 6,847.00

Matching Ratio:	ADECA / LETS %	100%	ADECA / LETS Support	\$	6,847.00
	Match %	0%	Matching Contribution	\$	-

Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Form Revised January 10, 2011

Page 1

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1. Applicant Name Montgomery County Commission Address 101 S Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail	3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 S Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail Signature _____ Date: _____
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550	5. Financial Officer Name Sherrill Thomas Address 101 S Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature <i>Sherrill Thomas</i> Date: <i>12/11/14</i>
4. Project Director Name Rhonda B. Cape Address 251 S Lawrence St Montgomery, AL 36104 Phone # (334) 832-1652 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org Signature <i>Rhonda B Cape</i> Date: <i>12/10/14</i>	7. Program Under Which Application is Made Byrne JAG
6. Type of Application ☒ Original ☐ Continuation of Previous Grant Number:	9. Project Ending Date (Estimated) June 30, 2015
8. Project Start Date (Estimated) January 1, 2015	10. Does this application require a prior cost approval? ☐ Yes ☐ No
11. Name of the Project (Brief Descriptive Title) Radios for Investigators	12. Grant Funds Requested \$ 6,878.00
13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 9)	14. Total Project Duration (in Months) 6 months
15. DUNS Number 99839086	16. CCR Registration Valid Until: (Enter Date)

17. Project Summary: (Suitable for a news release pertaining to this project)
 The Montgomery County District Attorney's Office is applying for grant funding to purchase radios for our Investigators so they will have immediate and direct contact with other law enforcement agencies. This communication ability is needed for investigative purposes and for safety issues because they are regularly exposed to dangerous situations, physical threats and unpredictable incidents.

3-6

ADECA / LETS Grant Application Part 2
Edward Byrne Memorial JAG Program
Project Narrative Description / Problem Identification

The Investigators in the Montgomery County District Attorney's Office provide highly responsible work in conducting investigations of suspected criminal violations, and enforcing laws, rules and regulations under the purview of the District Attorney. They work with other law enforcement officials at the federal, state and local levels in planning and conducting operations to detect and apprehend law violators. They provide security for the office, courtroom and other areas as needed. They transport victims and witnesses as needed and serve subpoenas. They are regularly exposed to dangerous situations, physical threats and unpredictable incidents.

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Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
 401 Adams Avenue
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 Montgomery, AL 36103-5690

Form Revised January 10, 2011

Page 6

A. Personnel:

List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ -

Fringe Benefit Computation

FICA	\$	-		7.650%	\$	-	
SUI	\$	-		0.000%	\$	-	
W/C	\$	-		0.000%	\$	-	
Health Insurance	\$	-	0	100.00%	\$	-	
Life Insurance	\$	-	0	100.00%	\$	-	
Retirement	\$	-	0	100.00%	\$	-	
Other	\$	-	0	100.00%	\$	-	
Other	\$	-	0	100.00%	\$	-	
See Attachment 1 (Personnel)						\$	-
						Fringe Sub-Total	

Total Personnel Expenditures \$ -

B. Contractual Services:

Must be itemized

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

Individual Consultants and/or Contracting of Service Organizations

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Professional Services \$ -

C. Travel:

Transportation & associated cost of project personnel (Consultant Travel is to be include in Category B above)

Mileage:	\$ -
Per Diem:	\$ -
Conference Cost:	\$ -
Other:	\$ -

Total Travel \$ -

Policy on Public Notice Regarding Blanket Conditions of County Roads and Bridges

PURPOSE:

This policy shall be utilized by the Montgomery County Commission in order to effectively communicate the blanket conditions of county roads and bridges resulting from extreme weather conditions or other disaster events. The policy does not apply to other circumstances.

PROCESS:

Should conditions warrant blanket communication regarding the conditions of roads and bridges, the Montgomery County Commission shall distribute such information acting through its Chairman and duly authorized employees.

ROAD and BRIDGE CONDITIONS:

When conditions warrant, the public shall be notified of the following information:

IMPASSABLE TRAVEL ADVISORY: *Effective _____ all roads and bridges in Montgomery County should be considered IMPASSABLE until further notice. Members of the general public are advised that when roads and bridges become IMPASSABLE all travel should be suspended or delayed. Only emergency vehicles should travel on county roads and bridges until further notice.*

When conditions improve, the public shall be notified of the following information:

RESUMPTION OF TRAVEL: *Effective _____ conditions have improved and the previous IMPASSABLE TRAVEL ADVISORY for Montgomery County roads and bridges has been lifted. Because county officials cannot guarantee the conditions everywhere, drivers are reminded to use caution while traveling.*



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Merceria Ludgood, Mobile County, President

Sonny Brasfield, Executive Director

TO: County Commission Chairs

FROM: Sonny Brasfield, Executive Director

DATE: October 29, 2014

RE: Road Conditions Policy

Following the winter storms of 2014, the Association asked its attorneys, county engineers and emergency management directors to take a look at the common practice of making public announcements that county roads are "closed" during ice and/or snow storms. The focus of the review was whether the terminology of "closing" county roads presents both a misunderstanding by the public as well as possible liability exposure for the county.

The major concern is vested in the provisions of Alabama law that establish a formal procedure to be followed when the county wishes to actually "close" a county-maintained road. This process involves the holding of a public hearing and the posting of notice at the road. Obviously, during times of inclement weather the county commission is not following this procedure because it is impractical. It could be argued, however, that the county's use of the term "closed" somehow attaches an obligation to follow the legal procedures established in the law.

For this reason, the groups developed a suggested procedure for counties to utilize when there are weather or other conditions resulting in the county commission making a blanket announcement regarding the use of county roads. The policy focuses on announcing that the county-maintained roads are "impassable" rather than using the confusing legal term of "closed."

This policy has been vetted through the Association of County Engineers of Alabama, Alabama Association of Emergency Managers and approved by the Board of Directors of the Association of County Commissions of Alabama. It is recommended that you review the policy with your county attorney and strongly consider adopting and utilizing this procedure when weather conditions dictate that motorists should stay off the county roads.

The policy also provides an announcement that should be made when the weather conditions have improved. This announcement also contains a specific warning that the county cannot guarantee that all the conditions on all county roads are safe.

If you have any questions, please let us know.

Enclosure



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334/242-6311 • Fax No.: 334/262-8041

Robert Bentley
Governor



John R. Cooper
Transportation Director

October 17, 2014

The Honorable Todd Strange
Mayor, City of Montgomery
103 North Perry Street
Montgomery, AL 36104

Dear Mayor Strange:

RE: Alabama Industrial Access Road and Bridge Corporation
Application for Funding
Project Clover-Glovis
Montgomery County

I am pleased to announce that the Board of Directors of the Industrial Access Road and Bridge Corporation met on October 14, 2014, and agreed to commit \$159,800.00 to fund traffic signal installation at Hyundai Boulevard to benefit Project Clover-Glovis. This commitment is contingent upon the following provisions:

- Final warrant study approval for traffic signal required by Alabama Department of Transportation (ALDOT)
- If approved, the City of Montgomery must execute a maintenance agreement with ALDOT prior to signal installation

Under the terms of this allocation, the City of Montgomery will be responsible for preliminary engineering costs, right-of-way, utility costs, and any project cost overruns. An Alabama Department of Transportation representative will contact you regarding execution of the funding agreement and approval of the project plans, which must be done prior to any advertisement for bids or the beginning of work. Please know that any work done prior to execution of the agreement, approval of the plans and Department of Transportation notification to proceed will be ineligible for funding.

Please contact Mr. Edward Austin, Innovative Programs Engineer, at 334-242-6751 if you have any questions concerning this matter. We are pleased that the Industrial Access Road and Bridge Corporation will be able to fund this worthwhile project.

Sincerely,

John R. Cooper
Transportation Director, as
President of the Industrial Access
Road and Bridge Corporation

JRC/ENA:mk

copy: Mr. Young Boozer

Mr. Bill Newton

The Honorable Quinton Ross

The Honorable Alvin Holmes

Mr. Ronald L. Baldwin, P.E.

Mr. George Conner, P.E.

Mr. David Bohannon

Mr. Bill Flowers

Mr. Jim Doolin

File

Tammy Nix

From: Dunson, Patrick <pdunson@montgomeryal.gov>
Sent: Wednesday, November 19, 2014 3:11 PM
To: Donald Mims
Cc: Tammy Nix
Subject: RE: Glovis request for Funding
Attachments: Hyundai Blvd at Glovis 11-19-14 Proposal REV1.pdf

To: The Montgomery County Commission

Attn: Mr. Donald Mims,

Please allow this email to be considered as an official request from the City of Montgomery to share in the cost to fund the engineering for a new traffic signal to be located on Hyundai Boulevard for the Glovis expansion. I am requesting Montgomery County Commission participate and pay for 40% of the total engineering cost. The amount being requested at this time is \$9573.60. I have attached a copy of the consultants proposal for work that details the scope of work and break downs the cost of the work. Please let me know if you need any additional information.

Thank you for your consideration,

Patrick W. Dunson, P.E.
City Engineer
City of Montgomery
Office (334) 625-2695
Cell (334) 354-6104
Fax (334) 625-2616



3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

November 19, 2014

Patrick Dunson
City Engineer, City of Montgomery
25 Washington Street, 2nd Floor
Montgomery, AL 36104

RE: Glovis Alabama access at Hyundai Boulevard
Montgomery, Alabama

Dear Mr. Dunson;

We are pleased to provide this proposal to provide Traffic Engineering Services for the Glovis Alabama access at Hyundai Boulevard intersection proposed traffic signalization project. As a part of the project, we plan to utilize Larry E. Speaks & Associates, Inc. to provide survey for the subject intersection and TTL, Inc. for Geotechnical Services. For your consideration, we have provided a Scope of Work and Fee Schedule for our involvement in the project. Each of these items is provided as an attachment to this letter.

We appreciate the opportunity to present this proposal and look forward to working with you and the City of Montgomery on this project. Should you have any questions or need to discuss the Scope of Work or Fee Estimate, please feel free to call or email us.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Scott Skipper", is written over a horizontal line.

D. Scott Skipper



**Traffic Signal Design Services - Scope of Work
Glovis Alabama at Hyundai Boulevard
Montgomery, Alabama**

Skipper Consulting, Inc. proposes to provide traffic engineering services on behalf of the City for undertaking traffic analyses and signal design services for the Glovis Alabama access at Hyundai Boulevard intersection in Montgomery, Alabama. The work proposed in this scope of services was derived from discussions with representatives of the City as well as the Consultant's knowledge of the study vicinity. In addition, the proposal includes Sub-Consultant services for surveying and geotechnical investigation associated with the signal design efforts for the subject intersection.

Data Collection and Traffic Counts

The Consultant will initiate the study process by conducting a field inspection of the project area. Additionally, we will be collecting information currently in the files of various agencies to include: maps and aerials; historical traffic volumes; existing intersection traffic signal phasing and timing plans; planned and programmed roadway improvements; traffic control; traffic studies conducted in the immediate vicinity; and other readily available information.

It is our understanding that hourly approach traffic counts have been conducted by the City of Montgomery and would be provided to the Consultant for their use on the project. To supplement hourly approach counts, peak hour intersection counts would be conducted for the Glovis Alabama access at Hyundai Boulevard intersection. The peak hours to be counted would be based upon a review of hourly approach counts to capture the peak periods for the Glovis America facility. Once these periods have been identified, the Consultant would notify the Client of such times.

Topographic Survey

Through a Sub-Consultant agreement with Larry E. Speaks & Associates, Inc., survey of the study intersection would be conducted. Survey would include utilities (as located by the line utility location services) at the subject intersection. The survey would extend east and west of the subject intersection 500 feet east in each direction. The extended area will locate existing lanes, turn lanes, and striping. Utility location would be limited to the intersection only.

Traffic Projections and Access Needs Assessment

Based upon current traffic counts and expansion plans of Glovis Alabama, the Consultant would project traffic volumes to reflect post expansion conditions. Utilizing the projected peak hour traffic volumes, the Consultant would conduct an assessment of the traffic operations to determine if the current lane geometry would be sufficient to accommodate future conditions. The Consultant would provide the Client with a summary of the findings of this assessment for review and discussion.

Following review, the Consultant would finalize and submit to the Client for their uses and distribution. Print and PDF copies of the summary document would be provided to the Client.

Signal Warrant Evaluation

Utilizing existing and projected traffic volumes for the study intersection, traffic signal warrant evaluation would be conducted for the Glovis Alabama access at Hyundai Boulevard intersection. Signal warrants would be conducted utilizing current standards of the MUTCD, ALDOT, and City of Montgomery. Upon completion of the signal warrant analyses, the Consultant would contact the Client to discuss results. Following these discussions, a technical document outlining the study findings would be prepared for submittal to the City for review and approval.



Traffic Signal Design

Upon approval of the Traffic Signal Warrant Study, the Consultant would initiate Traffic Signal Design for the Glovis Alabama access at Hyundai Boulevard intersection. Traffic signal construction plan development for the project intersections would be undertaken upon authorization by the Client. The Consultant would prepare signal plans utilizing base mapping developed from the survey, as described above.

Design efforts for the project will be undertaken using procedures and specifications as established by the City and ALDOT as appropriate. Design efforts would include, but are not limited to: signal phasing and timing; striping improvements at the signalized intersection; research applicable City and ALDOT specifications; determine appropriate signal notes; determine equipment and installation details; determine traffic control needs for signal construction.

The plan assembly would include applicable title sheet, legend sheets, traffic signal note sheets, traffic signal layout sheet, applicable detail sheets, traffic control plan sheets, geotechnical boring and passive pressure logs, and other sheets as applicable.

The signal plan set will be sent to the City and ALDOT for review based upon the project requirements for the review process. It is anticipated that plan review for the project would include PS&E review, Construction Bureau review, Quality Control review, Office Engineer review, and Final Backcheck. The Consultant would make revisions and respond to comments during the review process to meet the requirements of ALDOT.

Soil Boring and Geotechnical Investigation

Through a Sub-Consultant agreement with TTL, Inc. soil boring and geotechnical investigation would be performed for the locations of the required traffic signal poles for the subject intersection. TTL will perform work for the new light poles in accordance with the Alabama Department of Transportation (ALDOT) Memorandum, dated February 9, 2009, which provided guidance/requirements on drilling for signal poles. Three borings will be drilled to a depth of 31 feet below the ground surface (bgs). Soil samples will be obtained from the borings, the samples will be visually logged in the field, and representative soil samples will be submitted to the laboratory for physical tests to estimate the general engineering characteristics of the subsurface soils. A written engineering letter report will be provided describing findings and recommendations for site preparation, passive pressure diagrams, and foundation design recommendations would be provided.



Traffic Signal Design Services – Fee Schedule
Glovis Alabama access at Hyundai Boulevard
Montgomery, Alabama

Skipper Consulting, Inc. proposes to undertake this assignment on a fixed fee by task basis as outlined in the following:

<u>Work Task</u>	<u>Basic Service Fee</u>
Data Collection/Traffic Counts	\$ 1,350.00
Topographical Survey*	\$ 2,500.00
Traffic Projections and Access Needs Assessment	\$ 2,500.00
Signal Warrant Evaluation	\$ 2,400.00
Traffic Signal Design	\$ 7,900.00
Borings and Geotechnical Investigation**	\$ 4,284.50
Plan Review and Project Management	\$ 3,000.00
Total	\$ 23,934.50

*Sub-Consultant Services provided by Larry E. Speaks & Associates, Inc.

**Sub-Consultant Services provided by TTL, Inc.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, **Autauga County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$25,000.00 for the second guaranteed bed. Payments of \$6,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such

- counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
 8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
 12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile

Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the Chairman of its Commission on the 16TH day of September, 2014.

ATTEST

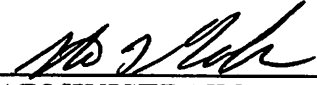
MONTGOMERY COUNTY

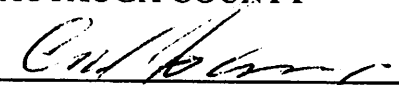
ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

ALLIN WHITTLE
CHAIRMAN

DIANE KILPATRICK
COUNTY ADMINISTRATOR

DENNIS MCCALL
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1

JESSE F. MCWILLIAMS, III, DISTRICT 2

FRANK A. HICKMAN, DISTRICT 3

ALLIN WHITTLE, DISTRICT 4

DARRELL SANDERS, DISTRICT 5

BUTLER COUNTY COMMISSION

202 PATSALIGA ST

P.O. BOX 756

GREENVILLE, ALABAMA 36037

(334) 382-3612 Phone (334) 382-3506 Fax

e-mail butlercc@butlercoal.us

www.butlercountyal.com

October 13, 2014

Ms. Brandy Alexander
Juvenile Detention Center Director
1111 Airbase Blvd.
Montgomery, AL 36108

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

Enclosed is the approved and signed Agreement for a Juvenile Bed for Butler County for fiscal year 2014-2015. The Agreement was passed by unanimous vote of the Butler County Commission this morning and signed by Allin Whittle, Chairman of the Butler County Commission.

Please forward a fully executed copy back to me once the Chairman of the Montgomery County Commission has approved and signed.

Should you have questions or require anything further, please do not hesitate to call me.

Sincerely,

Diane Kilpatrick, County Administrator
Butler County Commission

/dk
enc

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 13th day of October, 2014.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Deane Kilpatrick
ADMINISTRATOR/CLERK/
TREASURER

Allen - [Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Chilton County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed above their allotted number.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

- case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
 10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
 11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
 12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Chilton County** has caused this instrument to be executed by the Chairman of its Commission on the 22 day of September, 2014.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Comme Y. Howell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** and **third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile

Detention Director. **Elmore County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Grace McDuffie
**ADMINISTRATOR/CLERK/
TREASURER**

Pat B
CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between Elmore County (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2014 through September 30, 2015, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Montgomery County


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven F. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Monroe County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Lee Ann
CHAIRMAN

A MOTION

Billy Ghee moved that the Monroe County Commission approve to amend the Budget FY 2014 if needed.

ATTACHMENT # 3

Henry Childs seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting. Corey Morrow abstained.

A MOTION

Henry Childs moved that the Monroe County Commission approve Long Term Detention Subsidy Contract with DYS (Department of Youth Services) and agreement with Montgomery County Commission for allotted DYS bed.

ATTACHMENT #4 & #5

Billy Ghee seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

A MOTION

Henry Childs moved that the Monroe County Commission approve Personnel:

ROAD DEPT:

KEITH LEON WESTBROOK-EFFECTIVE SEPTEMBER 23, 2014 AS BEEN EMPLOYED FOR 1 YEAR AND SHOULD BE COMPENSATED AT 100% OF TRUCK DRIVER PAY.

T B BERRY-EFFECTIVE SEPTEMBER 19, 2014 HAS BEEN EMPLOYED FOR 1 YEAR AND SHOULD BE COMPENSATED AT 100% OF TRUCK DRIVER PAY.

Billy Ghee seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

BALCH
& BINGHAM LLP

P. O. Box 306
Birmingham, AL 35201
(205) 251-8100
(205) 226-8799 Fax

City of Montgomery
City Hall
103 North Perry Street
Montgomery, AL 36104

August 14, 2014
Client ID: 021480
Matter ID: 025
Invoice: 560312

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

RE: Stivers Ford Lincoln, Inc.

Fees for Professional Services Through 07/31/14	9,496.25
Less Courtesy Discount	(2,000.00)
Charges Through 07/31/14	0.00
Prepayments Applied to Current Invoice	(.00)
BALANCE DUE ON CURRENT INVOICE	\$ 7,496.25
Balance Due on Previous Invoices	0.00
TOTAL DUE INCLUDING PREVIOUS BALANCE	\$ 7,496.25

City of Montgomery (60%)
(\$4,497.75)

Montgomery County Commission (40%)
(\$2,998.50)

*Please refer to invoice number 560312 when submitting payment
Federal Tax ID# 63-0328165*

BALCH & BINGHAM LLP

ID: 021480-025
Invoice # 560312

August 14, 2014
PAGE 2

RE: Stivers Ford Lincoln, Inc.

SERVICE DETAIL

<u>DATE</u>	<u>ATTY</u>		<u>HOURS</u>
02/06/2014	RWR	Multiple conferences with Mr. Mac McLeod and Mr. Bill Eskridge regarding economic development incentives for Stivers Ford; Draft paperwork regarding same.	2.00
03/07/2014	RWR	Draft, review and revise project development agreement, authorizing ordinances and public hearing notices regarding incentive package; Email same to Mr. Mac McLeod to review and approve.	2.00
03/10/2014	RWR	Review and revise economic development incentive documents; Conference with Mr. Mac McLeod regarding same; Telephone conference with Mr. Bill Eskridge regarding same.	1.25
03/19/2014	RWR	Telephone conference with Mr. Mac McLeod regarding Stivers Ford Lincoln, Inc. economic development incentive documents; Telephone conference with Mr. Donnie Mims regarding same; Revise documents related to same.	1.25
03/25/2014	RWR	Telephone conference with Mr. Donnie Mims; Draft and send email to Mr. Mims with draft documents and summary of proposed incentives.	1.00
04/01/2014	RWR	Finalize and email draft documents to Mr. Bill Eskridge; Telephone conference with Mr. Eskridge regarding same.	1.00
04/17/2014	RWR	Multiple conferences with Mr. Bill Eskridge and Mr. Mac McLeod regarding revisions to project development documents; Revise same; Telephone conference with Mr. Donnie Mims regarding same; Review open meetings act requirements.	2.25
04/21/2014	RWR	Telephone conference with Mr. Bill Eskridge and revise project documents.	1.50
04/24/2014	RWR	Meeting with Mayor Todd Strange and Mr. Mac McLeod regarding revisions to project documents; Telephone conference with Mr. Bill Eskridge regarding same.	0.75
04/25/2014	RWR	Email revised project documents to Mr. Bill Eskridge to review; Telephone conference with Mr. Eskridge regarding same.	0.50
05/06/2014	RWR	Email Mr. Mac McLeod regarding revised economic incentive documents.	0.50
05/12/2014	RWR	Conferences with Mr. Mac McLeod and Mr. Donnie Mims regarding proposed incentives to Stivers Ford Lincoln.	0.75
06/20/2014	RWR	Telephone conference with Mrs. Brenda Blalock regarding Stivers Ford Lincoln, Inc. matter; Email Mrs. Blalock regarding same; Conference with Mr. Bill Eskridge regarding same.	1.00
06/24/2014	RWR	Telephone conference with Mr. Bill Eskridge regarding City Council meeting to approve project development agreement; Email Mayor Todd Strange and Mr. Mac McLeod regarding same.	0.50
06/25/2014	RWR	Telephone conference with Mr. Donnie Mims regarding County Commission approval of Stivers Ford economic development incentives; Email Chairman Elton Dean regarding same; Telephone conference with Mr. Mac McLeod regarding same.	1.25

BALCH & BINGHAM LLP

ID: 021480-025
Invoice # 560312

August 14, 2014
PAGE 3

RE: Stivers Ford Lincoln, Inc.

<u>DATE</u>	<u>ATTY</u>		<u>HOURS</u>
06/26/2014	RWR	Conference with Montgomery County Commission Chairman Elton Dean, Commissioner Ronda Walker and County Administrator Donnie Mims regarding county commission consideration of Stivers Ford Lincoln project development agreement; Email Mr. Mims and Mrs. DiDi Henry regarding same.	1.00
06/30/2014	RWR	Multiple conferences with Mr. Donnie Mims regarding hearing by Montgomery County Commission on proposed project development agreement between City, County and Stivers Ford Lincoln, Inc.	0.25
07/01/2014	RWR	Prepare for and attend work session and City Council meeting related to consideration and approval of Project Development Agreement between City, County and Stivers Ford Lincoln, Inc.	2.50
07/07/2014	RWR	Attend Montgomery County Commission meeting to present information related to economic development project.	1.00
07/10/2014	RWR	Telephone conferences with Mr. Donnie Mims regarding presentation of Stivers Ford incentive package to Montgomery County Commission.	0.50
07/21/2014	RWR	Multiple conferences with Montgomery County Administrator Donnie Mims and county commissioners; Attend meeting of Montgomery County Commission; Telephone conference with Mr. Bill Eskridge regarding same and execution of Project Development Agreement.	2.50
07/29/2014	RWR	Telephone conference with Mr. Bill Eskridge; Meeting with Mayor Todd Strange to execute Project Development Agreements; Conference with Montgomery County Commission regarding same.	1.00
07/30/2014	RWR	Review final document package; Draft and send transmittal letter to Mr. Bill Eskridge regarding same.	0.50
TOTAL HOURS – 26.75			
TOTAL FEES			\$ 9,496.25

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 Correction's Officer Trainee/Correction Officer's

Position Number 114

Proposed Effective Date November 24, 2014

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

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

Pay Grade Corrections Office Trainee-\$29,244 PCT
Corrections Office -\$30,456-\$43,356 PCT

D T Marshall Date November 13, 2014
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 13-Nov-14

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 Correction's Officer Trainee/Correction Officer's

Position Number 214

Proposed Effective Date November 24, 2014

Type of Appointment x Permanent () Temporary

Recruiting

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

Pay Grade Corrections Office Trainee-\$29,244 PCT
Corrections Office -\$30,456-\$43,356 PC I

D T Marshall Date November 13, 2014
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 13-Nov-14

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 221

Proposed Effective Date November 24, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

D T Marshall
Department Head *mr*

Date November 17, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Correction Officer/ Corrections Officer trainee

Position Number 225

Proposed Effective Date December 8, 2014

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee-\$29,244 PCT
Corrections Officer \$30,456-\$43,356

D. T. Marshall
Department Head

Date November 21, 2014

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

COMPLETE ACTION DATES

1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016003
PROPOSED EFFECTIVE DATE: 1st of December 2014
TYPE OF APPOINTMENT: X PERMANENT TEMPORARY
RECRUITING:
 Promotional Transfer Transfer
x Open Competitive Register Reemployment
PAY GRADE: A03-S1 (A03= \$24,414 - \$34,753)


APPOINTING AUTHORITY

11/25/14
Date

2. ADMINISTRATIVE REVIEW
 APPROVED
 DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional Candidates
Open-Competitive Candidates
Transfer Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. Manpower data entered by

Date

 Payroll entered by

Date

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

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: Juvenile Detention Officer - Relief - to replace Tecoya Brown

POSITION NUMBER: 910300001

PROPOSED EFFECTIVE DATE: 12/8/2014

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$30,456/\$1,171.40/\$14.6425)

Bruce R. Howell

Department Head

11/20/2014
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 _____

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer - Relief - to replace Latoyia Delbridge

POSITION NUMBER: 910300002

PROPOSED EFFECTIVE DATE: 12/8/2014

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$30,456/\$1,171.40/\$14.6425)



Department Head

11/20/2014
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

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS JR., VICE CHAIRMAN
REED INGRAM
RONDA M. WALKER
JILES WILLIAMS JR.

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TDD (334) 265-3568
FAX (334) 832-2533

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

Memo

To: Florence M. Cauthen, Deputy County Administrator
From: Sherrill R. Thomas, Finance Director *SD*
Date: November 25, 2014
Re: Request for Step increase-Support Services Purchasing Department Buyer positions

I would like to recommend a one-step increase for the three Buyer positions in the Support Services Purchasing Department.

The Buyer positions work under the direction of the Purchasing Manager position which has been vacant since December 31, 2013. Since that time, these three employees have all taken on extra duties to accomplish the County purchasing department responsibilities. Once the Purchasing Manager position is filled, these employees will likely continue to have additional duties as with any transition with a new employee.

Last week these employees were relocated from Annex I to a location in Annex III, adding to their already full work load. I commend the employees for their attitude and assistance in making the move so efficiently.

The annual cost of this increase is estimated at \$4,373. The current department budget can cover the increase through a position vacancy.

I have worked closely with these employees during this time and feel this increase is justified and reasonable. Your support of this recommendation is appreciated.

Position Budget Report

Budget Year 2015

Support Services/ Purchasing

Position	Position Grade	Current Step	Current Salary	Current benefits	Total	New Step	1 step increase	New Salary	Revised benefits	Total	Total Increase
Buyer I	A-5	5	36,185	14,524	50,709	6	1,120	37,305	14,747	52,052	1,343
Buyer I	A-5	9	40,662	15,416	56,078	10	1,118	41,780	15,639	57,419	1,341
Buyer II	A-7	9	51,161	17,508	68,669	10	1,409	52,570	17,788	70,358	1,689
Total			128,008	47,448	175,456		3,647	131,655	48,174	179,829	4,373

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

Request # 10

DEC 15 2014

Date: December 1, 2014
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL (Marriott Prattville Hotel & Conf Ctr at Capitol Hill)
Departure Date: January 21, 2015 Return Date: January 22, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Elective: Open Meeting and Media Relations for New Commissioners

Traveler (s) Name: 1. Andrew Hall 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$190.00 Advance Registration Required: \$190.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration -\$190.00

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
The above request is app. 12/15/14 reimbursement of actual and necessary expenses in the
approximate amount of \$190.00 and advance registration of \$190.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$5,794.00</u>	
Budget Available:	<u>\$16,706.00</u>	
Current Requests:	<u>\$190.00</u>	
Budget Balance:	<u>\$16,516.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/5/2014
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

DEC 15 2014

Request # 11

Date: December 10, 2014
To: Donald L. Mims, Administrator
From: Dan Harris, Vice-Chairman
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington, D.C.
Departure Date: February 21, 2015 Return Date: February 25, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: To attend the NaCo Legislative Conference 2015

Traveler (s) Name: 1. Dan Harris 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,455.00 Advance Registration Required: \$515.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$515.00, Flights - \$350.00, Lodging 1,215.00, Meals - \$375.00

To: Dan Harris, Vice-Chairman
From: Donald L. Mims, Administrator

The above request is app. 12/15/14 reimbursement of actual and necessary expenses in the
approximate amount of \$2,455.00 and advance registration of \$515.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$5,794.00</u>
Budget Available:	<u>\$16,706.00</u>
Current Requests:	<u>\$2,645.00</u>
Budget Balance:	<u>\$14,061.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/11/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

Request # 8

DEC 15 2014

Date: December 9, 2014
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: Sunday, March 1, 2015 Return Date: Wednesday, March 4, 2015
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Alabama Sheriff's Winter Conference

Traveler (s) Name: 1. Sheriff Elect Derrick Cunningham 4. _____
2. Chief Deputy 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,600.00 Advance Registration Required: \$900.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

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

The above request is app. 12/15/14 reimbursement of actual and necessary expenses in the
approximate amount of \$2,600.00 and advance registration of \$900.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$1,851.31</u>	
Budget Available:	<u>\$23,148.69</u>	
Current Requests:	<u>\$2,600.00</u>	
Budget Balance:	<u>\$20,548.69</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/9/2014
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

Request # 3

DEC 15 2014

Date: November 24, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Al
Departure Date: June 10, 2015 Return Date: June 11, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2015 Worker's Compensation Seminar

Traveler (s) Name: 1. Judy Singley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$480.04 Advance Registration Required: \$95.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Mileage - \$103.04; Meals - \$150.00; Lodging - \$132.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 12/15/14 reimbursement of actual and necessary expenses in the
approximate amount of \$480.04 and advance registration of \$95.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$635.88</u>	
Budget Available:	<u>\$14,364.12</u>	
Current Requests:	<u>\$480.04</u>	
Budget Balance:	<u>\$13,884.08</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/24/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

DEC 15 2014

Request # 4

Date: November 24, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, Al
Departure Date: July 22, 2015 Return Date: July 23, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2015 Worker's Compensation Seminar

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

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

Total (est.) Cost: \$545.72 Advance Registration Required: \$95.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: Mileage - \$103.04; Meals - \$211.68; Lodging - \$136.00

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator
The above request is app. 12/15/14 reimbursement of actual and necessary expenses in the
approximate amount of \$545.72 and advance registration of \$95.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$635.88</u>
Budget Available:	<u>\$14,364.12</u>
Current Requests:	<u>\$1,025.76</u>
Budget Balance:	<u>\$13,338.36</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/24/2014
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 15 2014

Request # 5

Date: December 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: 119 Sand Mountain Drive SW, Albertville, AL 35950

Departure Date: December 17, 2014 Return Date: December 17, 2014

Conference Leave (Days / Hours): One day

Purpose of Travel: To tour and evaluate the Marshall County Community Corrections work release program

Traveler (s) Name: 1. Paul Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$35.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 12/15/14 reimbursement of actual and necessary expenses in the
approximate amount of \$35.00 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>\$12,300.00</u>	
Approved Requests:	<u>\$3,298.00</u>	
Budget Available:	<u>\$9,002.00</u>	
Current Requests:	<u>\$35.00</u>	
Budget Balance:	<u>\$8,967.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/9/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 15 2014

Request # 11

Date: December 8, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: December 17, 2014 Return Date: December 17, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: Sexual Assault Response Team Meeting

Traveler (s) Name: 1. Carrie Shaw 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

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

The above request is app. 12/15/14 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>\$65,000.00</u>	
Approved Requests:	<u>\$7,770.00</u>	
Budget Available:	<u>\$57,230.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$57,230.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/8/2014

cc: Finance Director / Buyer

13-7

RESOLUTION

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County in the State of Alabama (the "County") as follows:

Section 1. The Commission has ascertained and does hereby find and declare as follows:

(a) the County has previously transferred and conveyed certain land, certain buildings and improvements and various items of furniture, furnishings, equipment and other personal property (all of the foregoing being herein together called the "Project") to The Montgomery County Public Building Authority, an Alabama public corporation (herein called the "Authority");

(b) the County has heretofore leased the Project from the Authority pursuant to a Lease Agreement dated as of August 1, 2006 (herein called the "Original Lease"), between the Authority and the County as amended and supplemented by a First Supplemental Lease Agreement dated as of December 1, 2012 (herein called the "First Supplemental Lease") and by a Second Supplemental Lease Agreement dated as of May 1, 2014 (herein called the "Second Supplemental Lease");

(c) in order to finance the costs of acquiring, constructing and equipping the Project, the Authority has heretofore issued and sold its Revenue Warrants (Montgomery County Facilities Project), Series 2006, dated August 1, 2006 (herein called the "Series 2006 Warrants"), originally issued in the aggregate principal amount of \$73,280,000 and now outstanding in the aggregate principal amount of \$18,690,000;

(d) the Series 2006 Warrants are payable solely from the rentals paid to the Authority by the County under the Original Lease as amended and Supplemented by the First Supplemental Lease and the Second Supplemental Lease;

(e) the County can realize a reduction in its annual rental payments with respect to the Project by refunding and retiring a portion of the Series 2006 Warrants, and the County has therefore requested the Authority to refund and retire a portion of the Series 2006 Warrants;

(f) the County has also requested the Authority to acquire the parcel of land in the County (herein called the "Annex I and Carnegie Library Site") on which the Montgomery County Administration Building and Courthouse Annex I and the Carnegie Library building of the County (which are herein together called the "Annex I and Carnegie Library Buildings") are situated, to make certain

renovations and improvements to the Annex I and Carnegie Library Buildings, and to acquire and install in or around the Project or the Annex I and Carnegie Library Buildings various items of furniture, furnishings and equipment (herein called the "New Project Equipment"), all for use and occupancy by the County and its agencies;

(g) the Authority is willing to acquire the Annex I and Carnegie Library Site and the Annex I and Carnegie Library Buildings, to make such renovations and improvements to the Annex I and Carnegie Library Buildings, and to acquire and install the New Project Equipment in or around the Project or the Annex I and Carnegie Library Buildings, all for lease to the County, and also to refund a portion of the Series 2006 Warrants as requested by the County, but only if the County will lease the Annex I and Carnegie Library Site and the Annex I and Carnegie Library Buildings and the New Project Equipment (which are herein together called the "Project Improvements") from the Authority pursuant to the Original Lease, as supplemented and amended by the First Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease Agreement hereinafter described;

(h) the County is willing to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the First Supplemental Lease Agreement, the Second Supplemental Lease and the aforesaid Third Supplemental Lease Agreement; and

(i) it is therefore appropriate and desirable for the County to approve the issuance of the Series 2014-A Warrants hereinafter described and also lease the Project Improvements from the Authority in accordance with the provisions of the Original Lease, as supplemented by the First Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease Agreement authorized in Section 3 of this resolution, and to enter into such other agreements and to take such other actions as may be authorized herein.

Section 2. The County is hereby authorized (i) to convey to the Authority, by one or more statutory warranty deeds, title to the Annex I and Carnegie Library Site and the improvements situated thereon, and (ii) if and to the extent deemed appropriate, to transfer to the Authority, by appropriate bill of sale and assignment, all of the County's right, title and interest in and to items of personal property used in or around the Annex I and Carnegie Library Buildings, all in consideration of the issuance of the Series 2014-A Warrants hereinafter described and the related undertakings by the Authority. The Chairman or Vice Chairman of the Commission is hereby authorized and directed to execute and deliver, for and in the name and behalf of the County, the said statutory warranty deeds and the said bill of sale and assignment, in such form as he, acting with the advice of counsel to the Commission, shall determine to be appropriate. The Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to each of said instruments and to attest the same. The said instruments shall be delivered to the Authority simultaneously with the issuance of said Series 2014-A Warrants by the Authority.

Section 3. The County is hereby authorized to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the First Supplemental Lease, the Second Supplemental Lease and the aforesaid Third Supplemental Lease Agreement (which is herein called the "Third Supplemental Lease"). The Third Supplemental Lease shall be in such form as the Chairman of the Commission, acting with the advice of counsel to the Commission, shall deem to be necessary or desirable in order to consummate the transactions authorized by this resolution, the determination by such officer of the form of the Third Supplemental Lease to be conclusively established by his execution thereof. The Chairman of the Commission is hereby authorized and directed to execute and deliver the Third Supplemental Lease for and in the name and behalf of the County, and the Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to the Third Supplemental Lease and to attest the same.

Section 4. The County recognizes that the Authority proposes (i) to issue its Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014-A, to be dated December 1, 2014 (herein called the "Series 2014-A Warrants") in the aggregate principal amount of not exceeding \$13,500,00 in order to refund a portion of the Series 2006 Warrants and to pay the costs of the Project Improvements and (ii) to sell the Series 2014-A Warrants to Merchant Capital, L.L.C. and First Tuskegee Bank (herein called the "Underwriters") pursuant to a Warrant Purchase Agreement among the Underwriters, the Authority and the County in such form as the Chairman of the Commission, acting with the advice of counsel to the Commission shall deem to be necessary or desirable in order to consummate the transactions authorized by this resolution, the determination by such officer of the form of the said Warrant Purchase Agreement be conclusively established by his execution thereof. The Chairman of the Commission is hereby authorized and directed to execute and deliver said Warrant Purchase Agreement for and in the name and behalf of the County.

Section 5. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, an Official Statement (herein called the "Official Statement"), with respect to the Series 2014-A Warrants, said Official Statement to be in substantially the form as the Chairman of the Commission, acting with the advice of counsel to the Commission, shall deem to be necessary in order to consummate the transactions authorized by this resolution, the determination by such officer of the form of the Official Statement to be conclusively established by his execution thereof. The use of the Official Statement by the Authority and the Underwriters in connection with the offering and sale of the Series 2014-A Warrants is hereby authorized and approved.

Section 6. The Chairman or the Vice Chairman of the Commission and the Clerk of the Commission are hereby authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates as may be necessary to carry out fully the leasing, refunding and other transactions hereinabove authorized.

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

YEAS:

NAYS:

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

* * * *

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

Chairman of the Montgomery County Commission

Clerk of the Montgomery County Commission

RESOLUTION

BE IT RESOLVED, ORDERED AND DECREED by the Montgomery County Commission (herein called the "Commission") as follows:

Section 1. The Commission has ascertained and found and does hereby declare as follows:

The Commission hereby approves the firm of Haskell Slaughter & Spratling, LLC, certified Red Book bond attorneys, as qualified to serve as bond counsel on the Revenue Refunding Warrants Series 2014-A.

Approved this _____ day of _____, 2014.

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

RESOLUTION

BE IT RESOLVED, ORDERED AND DECREED by the Montgomery County Commission (herein called the "Commission") as follows:

Section 1. The Commission has ascertained and found and does hereby declare as follows:

The Commission hereby acknowledges that Merchant Capital LLC is under an agreement to become part of Stifel Nicolaus & Company, Incorporated. The transaction is expected to close on December 31, 2014. In the event the Series 2014-A Refunding of Series 2006 Warrants issue does not close prior to the Merchant Capital/Stifel transaction, and is moved into next year, Stifel Nicolaus & Company, Incorporated, together with First Tuskegee, would be the underwriters.

Approved this ____ day of _____, 2014.

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

ORIGINAL

POSITION FILL REQUEST

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 CLERK IV

Position Number 167

Proposed Effective Date January 5, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

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

Pay Grade Clerk IV \$ 31.708 - -\$45.138 Grade A05 . S

D T Marshall Date December 5, 2014
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 _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mcc-ala.org

MEMORANDUM

DATE: December 8, 2014

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A Henderson 12/08/2014*

RE: **Tax & Audit Department – Request Approval To Replace Existing Retired RSA Clerical Position With Clerk-Typist II Merit Position**

Please see copy of the resignation notice attached received from Linda Bass dated November 21, 2014 indicating her last work day will be December 31, 2014. This Retired RSA Employee/Clerical/Semi-Skilled position is limited to working only a certain number of hours each week. This clerical position is a critical position within our Department and we need this to be a full-time position. As such, I recommend we replace this clerical position with a full-time employee and respectfully request consideration and approval to reallocate and replace this position with a Clerk-Typist II position. I also respectfully request approval to move forward with a Position Fill Request form for a Clerk-Typist II to seek a replacement for this impending vacancy. This Retired RSA Employee/Clerical/Semi-Skilled position is currently budgeted at Pay Grade A01, Step 12. The Clerk-Typist II merit position as recommended should start at Pay Grade A03, Step 01.

I would greatly appreciate your assistance in getting this matter added to the agenda for discussion at the next Montgomery County Commission meeting. I have attached a Position Fill Request form for further action pending approval by the Montgomery County Commission. Please let me know if you have any questions or need anything further at this time. Thank you in advance for your prompt consideration, action and response to this request.

tah/attachments

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri A. Henderson
SUPERVISOR: Terri A. Henderson

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 810012007
Proposed Effective Date 01-05-2015
Type of Appointment (☒) Permanent () Temporary
Recruiting
() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment
Pay Grade A03 Step 1 \$25,146.00 Annual

Terri A. Henderson, Revenue Manager Date 12-08-2014
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 _____

Linda M. Bass
71 S. Jordan Dam Road
Wetumpka AL 36092

November 21, 2014

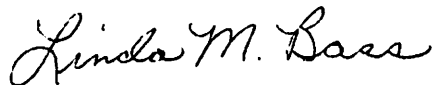
Mrs. Terri Henderson, Manager
Tax & Audit Department
Montgomery County Commission
PO Box 4779
Montgomery AL 36103

Dear Terri:

After thinking about it a great deal, I have decided to hang up the old Sales Tax Badge and retire and be a stay at home Granny. I have enjoyed the 10 years that I have worked for Sales Tax and the 6 years I worked for the Judge of Probate.

I will let December 31, 2014 be my last day of work.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Bass".

Linda M. Bass

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

33 BID MAILED

Page 1

Washing Machines

17-2

OUTSIDE VENDOR - Southeastern Laundry Equipment Sales, Inc.

21,570.80

X 1.03

\$22,217.93

LOCAL VENDOR – Cohen's Electronics & Appliances, Inc.

\$21,998.00

Montgomery County Public Building Authority

Refunding of Series 2006 Bonds - Collective Results for Series 2012, 2014-A (actual) and 2014-B (estimated) Refundings
Updated from May 2014 to reflect estimated results from Proposed Series 2014-B Refunding

Comparison of Series 2006 Debt Service to Series 2014-B Debt Service

Fiscal Year	Series 2006 Debt Service	Series 2014-B Net Debt Service	Annual Fiscal Year Savings	Present Value Annual Savings
9/30/2015	650,700	433,667	217,033	215,900
9/30/2016	650,700	650,500	200	191
9/30/2017	650,700	650,500	200	185
9/30/2018	650,700	650,500	200	180
9/30/2019	650,700	650,500	200	174
9/30/2020	650,700	650,500	200	169
9/30/2021	650,700	650,500	200	164
9/30/2022	650,700	650,500	200	158
9/30/2023	650,700	650,500	200	154
9/30/2024	650,700	650,500	200	149
9/30/2025	650,700	650,500	200	144
9/30/2026	650,700	650,500	200	140
9/30/2027	1,138,825	1,138,000	825	556
9/30/2028	1,115,075	1,113,000	2,075	1,359
9/30/2029	1,091,325	1,088,000	3,325	2,112
9/30/2030	6,127,975	6,123,250	4,725	2,910
9/30/2031	6,128,250	5,965,500	162,750	98,017
Total 2015 - 2031	23,409,850	23,016,917	392,933	322,662

Estimated Results of Refunding Series 2006 Bonds To Date - Including Actual 2012 & 2014-A, & Estimated 2014-B Refundings

Estimated PV Savings from Series 2014-B Refunding:

Present Value Savings of Annual Cash Flows	322,662	<i>Observations:</i>
Cash @ Closing Available for Capital projects	745,999	(1) PV savings of 8.11% well exceeds a minimum target threshold of 3%.
Total Present Value Savings	1,068,661	(2) The refunding issue is amortized over same term as 2006 bonds.
Series 2006 Refunded Bonds:		(3) Cash at closing and Fiscal '15 savings provides over \$950,000 for projects.
Amount of Bonds Refunded	13,170,000	(4) Total Savings of over \$4.2 million to date from refunding Series 2006 Bonds.
Average Coupon of Refunded Bonds	4.94%	(5) \$1.93 million of callable Series 2006 Bonds remain outstanding & may be refunded in the future for additional savings.
Average Life of Refunded Bonds (years)	15.393	
Percentage Savings (PV Savings/Refunded Amount)	8.11%	

Series 2014-B Refunding Bonds:

Par Amount of Refunding Bonds	13,010,000
True Interest Cost of Refunding Bonds	3.70%
Average Life of Refunding Bonds (years)	15.383
Reduced Interest Rate (2006 Avg. Coupon - 2014 TIC)	1.24%

Overall Results of Refunding 2006 Bonds:

	2012/2014-A & B	2012/2014-A & B
PV Savings:	\$ PV Savings	% PV Savings
PV Savings from 2012 Refunding (Actual)	806,134	10.53%
PV Savings from 2014-A Refunding (Actual)	2,400,892	6.23%
PV Savings from 2014-B Refunding (Estimated)	1,068,661	8.11%
Aggregate PV Savings from 2012/2014-A & B Refunding Issues	4,275,687	7.20%

Future Opportunity to Refund Remaining Callable Series 2006 Bonds - As presented in May 2014

Remaining Callable Series 2006 Bonds	15,100,000		
	Future	2012/2014/Future	2012/2014/Future
Remaining PV Savings for various % Savings:	\$ PV Savings	Total \$ PV Savings	Total % PV Savings
3.00%	453,000	3,660,026	5.97%
4.00%	604,000	3,811,026	6.21%
5.00%	755,000	3,962,026	6.46%
6.00%	906,000	4,113,026	6.71%

Current Opportunity to Partially Refund Callable Series 2006 Bonds - November 2014

Recommended Callable Series 2006 Bonds to Refund	13,170,000		
	Series 2014 - B	2012/2014-A & B	2012/2014-A & B
	Est. \$ PV Savings	Total \$ PV Savings	Total % PV Savings
	1,068,661	4,275,687	7.20%

18-1

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|--|-------------|-------------|-------------|
| 1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds. | <u>X</u> | <u> </u> | <u> </u> |
| 2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds. | <u> </u> | <u> </u> | <u>X</u> |
| 3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds. | <u> </u> | <u> </u> | <u>X</u> |
| 4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement. | <u>X</u> | <u> </u> | <u> </u> |
| 5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County. | <u>X</u> | <u> </u> | <u> </u> |
| 6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds. | <u>X</u> | <u> </u> | <u> </u> |
| 7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds. | <u>X</u> | <u> </u> | <u> </u> |
| 8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit. | <u>X</u> | <u> </u> | <u> </u> |
| 9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement. | <u>X</u> | <u> </u> | <u> </u> |

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

Page 1 of 6

18-2

Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:

10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. ___ ___ X
11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. X ___ ___

Complete the following section in connection with a swap agreement:

12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, *Code of Alabama 1975*. ___ ___ ___
13. The County Commission has reviewed or had explained by the adviser selected all documentation provided pertaining to the swap agreement. ___ ___ ___
14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. ___ ___ ___
- Name of Employee/Official _____
15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. ___ ___ ___
16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." ___ ___ ___

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature _____

Printed Name Elton N. Dean, Sr.

Title Chairman of the Montgomery County Commission

Date of Issuance of Bonds or Swap Agreement December, 2014

In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the County Administrator, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature _____

Printed Name Wyatt Haskell

Title Bond Counsel

Company Name Haskell Slaughter

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

***Mailing Address: State of Alabama Department of
Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251***

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

Page 3 of 6

18-4

Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Bond Counsel Fee/ Haskell Slaughter	\$30,000.00
Authority Counsel Fee/ Means Gillis Law, LLC	\$10,000.00
County Counsel Fee/ Haskell, Slaughter, & Gallion, LLC	\$10,000.00
Trustee Fee/ Regions Bank	\$2,000.00
Escrow Agent Fee/ Regions Banks	\$1,000.00
Verification Fee/ The Arbitrage Group	\$3,000.00
Rating Agency Fee/ Standard & Poor's	\$20,000.00
Rating Agency Fee/ Moody's Investor Service	\$20,000.00
Underwriting Discount/ Merchant Capital & First Tuskegee Bank	\$91,762.00
** 7.50 per bond (.75%) will vary based on final sizing of issue**	
Printing, mailing, & miscellaneous closing costs to be paid by Underwriter from bond proceeds	\$7,000.00

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

Page 4 of 6

18-5

Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature _____

Printed Name Elton N. Dean, Sr.

Title/County Chairman of Montgomery County Commission

Date of Issuance of Bonds December , 2014

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature _____

Printed Name Mike Dunn

Title/Company Merchant Capital, LLC

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by
_____ (County Commission) on
_____ (Date of Issuance), I/We do hereby acknowledge the following:

- | | Yes | No | N/A |
|---|-------|-------|-------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement. | _____ | _____ | _____ |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | _____ | _____ | _____ |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | _____ | _____ | _____ |

Bond Underwriter/Swap Agreement Provider:

Signature _____

Printed Name _____

Title _____

Company Name _____

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

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

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

December 15, 2014

Members of the Montgomery Commission
c/o Donald Mims, Administrator
Montgomery County Courthouse Annex
Montgomery, AL 36104

Re: *Executive Session to Discuss Possible Sale and/or Purchase of Property*
Our File Number: 2100-000

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding the purchase and/or sale of property, and I have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-004, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely yours,

MEANS GILLIS LAW, LLC.



H. Lewis Gillis
ASB-7361-L56H

2014 DEC 17 AM 9:41

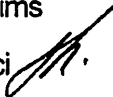
ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

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

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci 

Cc: Florence Cauthen, Jane Brown

Date: December 8, 2014

RE: Information Systems Update for December 15, 2014 Work Session

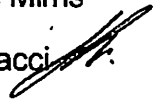
Please include this in the Briefing Memo for the Commissioners' December 15 work session.

1. **NG E911 System:** A committee of County and City law enforcement, E 911, and technical personnel developed an RFP for a "Next Generation E911 System." The committee reviewed responses, made a site visit, checked references, and has made a recommendation. Both entities have a critical need to update our equipment. Sheriff Marshall and I wrote memos to Donnie Mims (copies attached) and discussed this at an earlier work session explaining the importance of this project. The cost of the project should be eligible to use E911 funds, which will probably require approval by the EMCD Board. The project requires a lead person from the County.
2. **Xerox Printer:** The IS department has been able to eliminate the need for the large Xerox document printer purchased in 2006. Through the cooperation and generosity of the Revenue Commissioner a smaller more efficient printer has been purchased to handle the printing of tax bills and notices for their office. We have also worked with several other departments to reduce our printing requirements. Finance will soon be able to provide documents and other services online. The printer is being offered on GovDeals. We do not expect to get much for the printer based on age and changes in printer technology, but we will reduce our annual maintenance costs by \$15,000. This will help cover increases in maintenance costs on other equipment and systems.
3. **Annex I Renovation:** The third floor renovation for the DA has caused a great deal of disruption in the IS department. There have been small amounts of damage to offices, and a significant amount of dust and small debris settling throughout the area. As part of the project a small amount of work is already planned to be done in our area to remove a dumb waiter that goes to the third floor. I am requesting the Commission authorize funds to replace the carpet in the small area affected and do some painting to clean up the area.

20-1

Memo

To: Donnie Mims

From: Lou Ialacci 

CC: Sheriff D.T. Marshall
Jane Reed

Date: February 25, 2014

Re: E 911 Telephone System Replacement

Montgomery County and the City of Montgomery are in dire need to replace their E 911 telephone systems. Both systems are very old – the County's system is almost 10 years old. The equipment and the technology that is being used do not meet current communications requirements, like text messaging, receiving video, or pictures in an emergency situation. In addition the equipment uses Microsoft technology that is at its technical "end of life" which means it will no longer be supported by Microsoft.

I have discussed this with the Sheriff and Chief Deputy Cunningham. They understand the criticality of the situation and are anxious to move forward. I have attached a memo from the Sheriff requesting the Commission take the necessary measures to replace the County's E 911 Telephone equipment.

I recommend the County and the City work together to utilize the RFP that has been developed by the County and City with input from the Sheriff's Office and the County Information Systems department. The RFP was developed to allow the County and the City to have stand-alone systems with the ability to seamlessly back each other up if necessary.

We are requesting approval from the Emergency Communications District (ECD) to proceed with issuing the RFP. The approach being recommended provides the ability to take advantage of better pricing and establish a robust consistent E 911 system for both the County and the City.



February 20, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *DM*
Montgomery County Sheriff's Office

SUBJECT : E911 Telephone System

I met with Mr. Lou Ialacci the Director of Montgomery City County Information System on February 19, 2014, in my office. He informed me that the current 911 Telephone system that Montgomery County (including the Sheriff's Office) is currently using has become antiquated and is in danger of failing at any time. I feel I do not have to stress the seriousness of this issue to the Commission.

Mr. Ialacci is recommending that Montgomery County upgrade to a modern E911 Telephone system. He has informed me that the funding for this system may be provided from the Emergency Communication District.

I recommend that the County Commission consider this upgrade as soon as possible.

DTM/tb

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 29, 2014, at 8:00 in the morning.

A handwritten signature in blue ink, appearing to read "Donald Z. Morris".

Administrator

A handwritten signature in blue ink, appearing to read "Elton H. Edwards".

Chairman