MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

OCTOBER 21, 2013

INFORMATION SESSION

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

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Polizos requested a $2,000 miscellaneous appropriation from his account to Friends of the Montgomery Clean City Commission, Inc., for the Lagoon Park Trail Project.

Commissioner Polizos requested a $1,000 miscellaneous appropriation from his account to BOE, Garrett Elementary School, for the Principal's Discretionary Fund.

Commissioner Polizos requested a $500 miscellaneous appropriation from his account to Montgomery Habitat for Humanity, to address training and development needs of staff in order to provide decent, affordable houses for qualifying, economically disadvantaged residents in Montgomery County.

Vice Chairman Harris requested a $2,000 miscellaneous appropriation from his account to Successful Living Center, for the Adult Day Care Program for the low to moderate income elderly individuals that have Dementia.

Vice Chairman Harris requested a $500 miscellaneous appropriation from his account to The Montgomery Achiever's Hall of Fame, Inc., for David Burkette Co-Ed Basketball Camp.

Chairman Dean, Vice Chairman Harris and Commissioners Williams, Polizos and Ingram requested a $500 miscellaneous appropriation from each of their accounts to Have A Heart 4 Children, Inc., for the annual Christmas party for special needs children.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims distributed a memorandum from Purchasing Manager Pat Silas requesting approval of a bid award to Startley General Contractors in the amount of $169,585. He noted that the bid award for a construction contractor was on the agenda, but that the low-bidder was not identified until after the agenda was finalized.

Administrator Mims noted that the authorization of an increased annual cap for the tourism development appropriation to the Montgomery Area Chamber of Commerce was on the agenda and that he needed guidance on how to calculate it monthly. After discussion, the Commission agreed to carry this item over to the next agenda.

RECESS TO EXECUTIVE SESSION

Commissioner Polizos made a motion to go into the Executive Session, based upon a letter from County Attorney Tyrone C. Means, 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. (Letter from County Attorney Tyrone C. Means and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 27-1 and 27-2, are attached to these Minutes)

RECESS TO INFORMATION SESSION

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

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 2 from the Engineering Department and Budget Change Request Number 1 from the Revenue Commissioner's Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a Resolution regarding the one-cent sales tax for public education, which was discussed during the September 16, 2013 and October 7, 2013 meetings. He also presented a letter from Montgomery Public Schools Interim Superintendent Margaret

Allen regarding this matter. Vice Chairman Harris briefed the Commission regarding the history of the tax. Commissioner Ingram stated that he would like to leave it the way it is. The Commission agreed to place this item on the next Thursday Memo for further discussion.

Administrator Mims presented a Resolution regarding compensation for Elected County Officials and related Budget Change Request. Administrator Mims noted that the Examiners of Public Accounts have recommended that authorization concerning the compensation be approved by a Resolution. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Position Fill Request for Deputy Administrator, Position Number 200164010. He also presented an updated job description prepared by City/County Personnel. After discussion, the Commission agreed to place the Position Fill Request on the next agenda.

Administrator Mims presented revisions to the Montgomery County Management Procedures Manual, Chapters 1 through 6. The Commission agreed to place this item on the next agenda. They asked Risk Manager Scott Kramer to meet with them at the November 4, 2013 meeting.

Administrator Mims presented a Quote for a refrigerated counter sandwich top and work table for the Courthouse Café. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Bid Award for a 2014 Police Interceptor Utility Vehicle, Bid No. 52110-13B-031 for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented the Cooperative and Grant Agreements with Mid-South Resource Conservation & Development Council, Inc., regarding adult fitness equipment for Pintlala and Pine Level Parks. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake briefed the Commission concerning an agreement through which ALDOT is requesting that the County agree to accept for maintenance remnants of U.S. 331 at AL 94, Union Academy Ada Road, and Smiley Ferry Road near Ada. These sections of roadway remnants resulted from the State's recent widening and realignment of U.S. 331 in this vicinity. In return, ALDOT agrees to assist the County with maintenance of the traffic signal at the intersection of Pike Road and Vaughn Road. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY EXTENSION COORDINATOR JIMMY SMITHERMAN

County Extension Coordinator Jimmy Smitherman briefed the Commission regarding the Farm-City Family Festival to be held October 21, 2013 and the 25th Annual Montgomery County

Natural Resources Tour to be held October 24, 2013. Mr. Smitherman invited the Commission to attend these events and requested funding for the Tour. Chairman Dean, Vice Chairman Harris and Commissioners Williams, Polizos and Ingram requested a $200 miscellaneous appropriation from each of their accounts to the Alabama Cooperative Extension System, for the 2013 Natural Resources Tour. After discussion, the Commission agreed to add these items to the miscellaneous appropriations.

PRESENTATION BY GRIFFIN HARRIS AND PATRICK ADDISON WITH PH&J ARCHITECTS, INC., DISTRICT ATTORNEY ELLEN BROOKS, CHIEF PROBATE CLERK WILLIAMS FLOWERS AND FINANCE DIRECTOR SHERRILL THOMAS

Griffin Harris and Patrick Addison with PH&J Architects, Inc. briefed the Commission regarding Annex I, 3rd Floor renovations, budget, drawings and schedule. The schedule showed that the Probate Judge's Office would not be relocated until their new space in Annex III is completed. Chief Probate Clerk William Flowers stated that the Probate Judge was committed to an aggressive timeline. (Budget, Drawings and Schedule, Agenda Pages 28-1 through 28-3, are attached to these Minutes)

Administrator Mims presented an estimated cost and a projected time schedule from JMR+H Architecture, P.C., regarding alterations to the Third Floor of Annex III for Probate Judge's Office. (Estimated Cost and Projected Time Schedule, Agenda Pages 29-1 and 29-2, are attached to these Minutes)

Administrator Mims presented a letter from District Attorney Ellen Brooks requesting the following office space allocations for the District Attorney's Office:

1. Space currently occupied by the Probate Judge on the 3rd Floor of Annex I be reallocated to and renovated for the District Attorney's Office, Child Support Unit.

2. Space previously occupied by Purchasing in Annex III be reallocated temporarily to the District Attorney's Office for the Helping Montgomery Families Initiative (HMFI) and one parking space in the covered parking area of Annex III be assigned to the Director of HMFI and all other HMFI staff be allowed to park in the parking deck for Annex III.

3. Space currently occupied by HMFI in the basement of the Courthouse be reallocated to the District Attorney's Office for the Child Support Unit for temporary use until the Annex I renovation is completed (About 18 months).

The Commission agreed that both the Director and HMFI staff are to park on the top level of the Annex parking deck.

Finance Director Sherrill Thomas presented and reviewed a Funds-on-Hand Report for the Construction Fund 206 and Capital Improvements Fund 116.

After discussion, the Commission agreed to waive rules and add to the agenda, this request for office space allocations to the District Attorney's Office and the budget, timeline, and authorization for the architects to proceed with completing bid plans for the Annex I renovations, for a maximum budget of $4,687,000 and Annex III renovations, for a maximum budget of $1,369,418.

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 Jimmy Smitherman, Montgomery County Extension Coordinator of the Alabama Cooperative Extension System, at the request of Commissioner Williams.

The Pledge of Allegiance was led by Commissioner Polizos.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Polizos, and Williams. Also present were County Attorney Tyrone C. Means, and County Engineer George C. Speake.

Mr. Ingram made a motion to approve the Minutes of the Regular Meeting of October 7, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Polizos made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

NEW BUSINESS

MONTGOMERY AREA MENTAL HEALTH AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery Area Mental Health Authority Board Member Appointment

On April 1, 2013, the term of Martha Hawkins expired as a board member of the Montgomery Area Mental Health Authority.

During the October 7, 2013 meeting, Vice Chairman Harris recommended Arica Smith to be appointed to this board.

I am requesting approval of this appointment.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the board member appointment of Arica Smith with a term expiring April 1, 2019. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Letter and Board Members' Appointment Page, Agenda Pages 1-2 and 1-3, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED CONTINUATION OF PREVIOUS GRANT WITH ADECA, FOR THE VIOLENCE AGAINST WOMEN PROSECUTION UNIT PROJECT, INTERAGENCY AGREEMENT, AND ADOPTED RELATED RESOLUTION OF APPLICANT FOR MATCHING FUNDS

The Administrator presented the following memorandum from Administrative Assistant to the District Attorney Rhonda B. Cape:

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: October 16, 2013

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date will be January 1, 2014. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, October 21.

Thank you for your continued support for the VAW Prosecution Unit.

Attachment

End of Memorandum

Mr. Williams made a motion to approve grant agreement and to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Grant Application, Letter, and Resolution, Agenda Pages 2-2 through 2-30, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT WITH THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE EXTENSION OF WATER AND SEWER LINES CONCERNING THE DAS NORTH AMERICA PROJECT NUMBER CY-ED-PF-13-004

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Agreement with ADECA regarding Utility Extensions to DAS North America, Inc.

The Montgomery County Commission, at its meeting on October 7, 2013, agreed to place an Agreement with the Alabama Department of Economic and Community Affairs regarding the Community Development Block Grant Program for the Extension of Water and Sewer Lines concerning the DAS North America Project Number CY-ED-PF-13-004 on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter, Budget Report, Notice of Removal of Grant Conditions, and Agreement, Agenda Pages 3-2 through 3-16, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RETAIL LEASE AGREEMENT WITH THE TOWN OF PIKE ROAD FOR USE AS A LIBRARY

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Retail Lease Agreement with the Town of Pike Road for Library

The Montgomery County Commission, at its meeting on October 7, 2013, agreed to place a Retail Lease Agreement with the Town of Pike Road for use as a Library on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Lease Agreement, Agenda Pages 4-2 through 4-39, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED AGREEMENT WITH PRIMED PHYSICIANS, INC., DBA ALL MED PHYSICIANS™, INC., FOR WORKERS COMPENSATION AND OCCUPATIONAL SERVICES

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

October 8, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: ALL Med Physicians Contract for Workers Compensation Medical Services

On October 7, 2013, I discussed with the Commission the attached service agreement with All Med Physicians to provide workers compensation medical services to injured employees. This group administers the area Primed Clinics. As a result of this group offering 24/7 service, I feel many emergency room visits (as a result of after hour injuries) can be avoided. This is not an exclusive agreement, but will give the County Commission an additional option for the workers compensation medical services. In addition, this group can handle pre-employment physicals and fit-for-duty evaluations.

I have coordinated this agreement with Sheriff Marshall. This agreement has also been reviewed by the County Attorney. I would like to this item to be placed on the next agenda for the Commission's consideration of approval.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Agreement and Attorney Gallion's Opinion, Agenda Pages 5-2 through 5-5, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AMENDMENT NUMBER 2 TO AGREEMENT – SHARING OF ON-SITE PRIMARY CARE CLINICS WITH THE CITY OF MONTGOMERY AND MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD REGARDING PARTICIPATION AND LOCATION OF WORKERS COMPENSATION AND OCCUPATIONAL HEALTH SERVICES

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

October 8, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Sharing of CareHere Clinic for Workers Compensation Medical Services

On October 7, 2013, I discussed with the Commission an Amendment to the CareHere Agreement to provide workers compensation medical services. In addition, I discussed the Amendment to the Memorandum of Agreement with the County Commission, the Montgomery Water Works, and the City of Montgomery. As you are aware, these three entities have partnered to share three primary care clinics. We have discussed the feasibility of CareHere administering the medical treatment of our workers compensation claims. CareHere administers both primary care and occupational medicine in most all of their 140 clinics. The City of the Montgomery would like to partner with the County Commission in having CareHere administer these services from a portion of the building located at 310 S. Hull Street. As the Montgomery Water Works is fully insured, they have chosen not to participate in these added services.

I anticipate this change to save the County Commission approximately $18,000 - $20,000 annually. The costs of the labs, supplies, staffing costs, drug test costs and management fees will be based on an allocation of 90% assumed by the City and 10% assumed by the County. The management fees will be based on 30% of the staffing costs. The addendum to the CareHere agreement and the Amendment to the Agreement with the three government entities are attached. Both of these agreements have been reviewed by the County Attorney. I am recommending these attached items be placed on the next agenda for the Commission's consideration of approval.

End of Memorandum

Mr. Williams made a motion to approve amendment number 2 to agreement, sharing of On-Site Primary Care Clinics. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Amendment Number 2 and Attorney Gallion's Opinion, Agenda Pages 6-2 through 6-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AMENDMENT NUMBER 2 TO AGREEMENT WITH CAREHERE, LLC REGARDING WORKERS COMPENSATION AND OCCUPATIONAL HEALTH SERVICES

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

October 8, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Sharing of CareHere Clinic for Workers Compensation Medical Services

On October 7, 2013, I discussed with the Commission an Amendment to the CareHere Agreement to provide workers compensation medical services. In addition, I discussed the Amendment to the Memorandum of Agreement with the County Commission, the Montgomery Water Works, and the City of Montgomery. As you are aware, these three entities have partnered to share three primary care clinics. We have discussed the feasibility of CareHere administering the medical treatment of our workers compensation claims. CareHere administers both primary care and occupational medicine in most all of their 140 clinics. The City of the Montgomery would like to partner with the County Commission in having CareHere administer these services from a portion of the building located at 310 S. Hull Street. As the Montgomery Water Works is fully insured, they have chosen not to participate in these added services.

I anticipate this change to save the County Commission approximately $18,000 - $20,000 annually. The costs of the labs, supplies, staffing costs, drug test costs and management fees will be based on an allocation of 90% assumed by the City and 10% assumed by the County. The management fees will be based on 30% of the staffing costs. The addendum to the CareHere agreement and the Amendment to the Agreement with the three government entities are attached. Both of these agreements have been reviewed by the County Attorney. I am recommending these attached items be placed on the next agenda for the Commission's consideration of approval.

End of Memorandum

Mr. Polizos made a motion to approve amendment number 2 to agreement with CareHere, LLC. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Amendment Number 2 and Attorney Gallion's Opinion, Agenda Pages 7-2 through 7-5, are attached to these Minutes.)

COUNTY COMMISSION – CARRIED OVER CONSIDERATION OF AUTHORIZATION OF AN INCREASED ANNUAL CAP FOR THE TOURISM DEVELOPMENT APPROPRIATION TO THE MONTGOMERY AREA CHAMBER OF COMMERCE

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Tourism Development Appropriation to the Montgomery Area Chamber of Commerce

The Montgomery County Commission, at its meeting on October 7, 2013, discussed a letter from Chairman Horace H. Horn, Jr., with the Montgomery Area Chamber of Commerce in which he requested a portion of the County lodgings tax increase to be reinvested in tourism development. After discussing the request, the Commission agreed to place on the next agenda consideration to approve an annual cap on the lodging tax appropriation at $420,000.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Ingram made a motion to a carryover consideration of authorization of an increased annual cap for the tourism development appropriation to the Montgomery Area Chamber of Commerce. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Letter, Agenda Page 8-2, is attached to these Minutes.)

Commissioner Ingram told Montgomery Area Chamber of Commerce President Randy George that the Commission wanted to make sure the wording is correct before approving the authorization. Commissioner Ingram added that he appreciates all that Randy, Dawn and the rest of the Chamber staff does.

COUNTY COMMISSION – APPROVED PAYMENT OF 2013-2014 MEMBERSHIP DUES TO THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA (ACCA)

The Administrator presented the following letter from Executive Director of ACCA Sonny Brasfield:

September 19, 2013

Hon. Elton N. Dean, Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Chairman Dean:

The Association of County Commissions of Alabama has concluded another successful year. I join the Board of Directors in expressing appreciation for your county's support for the Association. Financial support as well as the personal involvement of county commission members and county employees are essential to our success in representing all 67 counties with one voice.

We have concluded our annual Board of Directors Seminar and are ready for a new year of opportunities and service to county government in Alabama. At the seminar, the Association's Board of Directors established the dues for the year beginning October 1, 2013.

We are aware your budget preparations are underway and, therefore, we are enclosing your county's 2013-2014 membership dues invoice so it might be included in your plans. You will see that the dues for the coming year have remained level at the 2012-2013 rate. In accordance with Board policy, the dues will be adjusted next year to reflect changes in population and the appraised valuation of property in each county.

Please note: the 2013-2014 membership dues are due October 1, 2013.

Again, we are very grateful for your participation in and support of this important Association. Please contact me if you have any questions, concerns or suggestions.

Sincerely,

/s/ Sonny Brasfield
Executive Director

Enclosure

cc: County Administrator

End of Letter

Mr. Polizos made a motion to approve 2013-2014 membership dues in the amount of $13,796. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 9-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2013-2014 MEMBERSHIP DUES TO THE ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION (ACCMA) FOR ADMINISTRATOR DONALD L. MIMS AND RISK MANAGER SCOTT KRAMER

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2013-2014 Membership Dues to the Alabama City/County Management Association (ACCMA)

The Montgomery County Commission, at its meeting on October 7, 2013, agreed to place Payment of 2013-2014 Membership Dues to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims and Risk Manager Scott Kramer on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve 2013-2014 membership dues in the amount of $100. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 10-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

October 21, 2013

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) to and to sign the contracts:

C-2014-18: Montgomery Area Chamber of Commerce, for 12th International F. Scott Fitzgerald Society Conference, for Tourism and Related Economic Benefits to Montgomery County - $3,000; (Dean-$500, Harris-$1,000, Ingram-$500, Polizos-$500, and Williams $500)

C-2014-19: Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery, and for The Lacey-Boyd Annual New Year's Day Parade 2014 - $2,250; (Dean-$500, Harris-$250, Ingram-$500, Polizos-$500 and Williams-$500)

NC-2014-33: BOE, Forest Avenue Academic Magnet School, for Principal's Discretionary Fund, for Lilly's Garden - $500; (Harris)

NC-2014-34: BOE, Loveless Academic Magnet Program High School (LAMP), to Replace, Refurbish and Upgrade Technology at LAMP - $1,000; (Harris)

NC-2014-35: Pike Road Volunteer Fire Protection Authority, for Rescue Boat - $5,000; (Ingram)

End of Memorandum

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

C-2014-20:	Successful Living Center, for the Adult Day Care Program for the Low to Moderate Income Elderly Individuals that have Dementia - $2,000; (Harris)
C-2014-21:	Have A Heart 4 Children, Inc., for Annual Christmas Party, for Special Needs Children - $2,500; (Dean-$500, Harris-$500, Ingram-$500, Polizos-$500, and Williams-$500)
C-2014-22:	The Montgomery Achiever's Hall of Fame, Inc., for David Burkette Co-Ed Basketball Camp - $2,000; (Dean-$500, Harris-$500, Polizos-$500 and Williams-$500)
C-2014-23:	Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - $3,000; (Ingram-$1,000 and Polizos-$2,000)
C-2014-24:	Montgomery Habitat for Humanity, to Address Training and Development Needs of Staff in Order to Provide Decent, Affordable Houses for Qualifying, Economically Disadvantaged Residents in Montgomery County - $500; (Polizos)
NC-2014-36:	Alabama Cooperative Extension System, for the 2013 Natural Resources Tour - $1,000; (Dean-$200, Harris-$200, Ingram-$200, Polizos-$200, and Williams-$200)
NC-2014-37:	Montgomery County Sheriff's Office, for Overtime - $1,500; (Ingram)
NC-2014-38:	BOE, Garrett Elementary School, for Principal's Discretionary Fund - $1,000; (Polizos)

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

COUNTY COMMISSION – APPROVED BID AWARD TO CONSTRUCTION CONTRACTOR REGARDING UTILITY IMPROVEMENTS FOR THE DAS NORTH AMERICA PROJECT

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: October 18, 2013

SUBJECT: ADECA CDBG Grant No. CY-ED-PF-13-004
Utility Extensions for DAS North America, Inc.

Request approval of award, on the above referenced project to the low bid of Startley General Contractors in the amount of $169,585,00, be placed on the agenda for the County Commission meeting on October 21, 2013.

Coordination of award made with Sara Byard of Central Alabama Regional Planning and Development Commission and Max Vaughn, P.E. of Goodwyn, Mills and Cawood. (copy of approval letters attached)

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 12-2 and 12-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD FOR REPAVING AT MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES BUILDING, PROJECT NO. PH&J #1305GVA

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: October 2, 2013

SUBJECT: Project #PH&J #1305GVA, Repaving at Montgomery
County DHR Building

Request approval of the above referenced Project Number PH&J #1305GVA, to the low bid of Alexander Sealcoating, in the amount of $149,609.00, be placed on a future agenda for the County Commission meeting. (copy of spreadsheet attached)

Coordination of award made with Mr. Patrick T. Addison, AIA, of PH&J Architects, Inc.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Tabulation of Bids and Letter, Agenda Pages 13-2 and 13-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAYMENT TO CANNDAUSON CONSTRUCTION, INC., IN THE AMOUNT OF $26,548.71 REGARDING EAST PROBATE AND REVENUE OFFICE PROJECT

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Final Payment to CannDauSon Construction, Inc., for East Probate and Revenue Offices

The Montgomery County Commission, at its meeting on October 7, 2013, discussed Final Payment to CannDauSon Construction, Inc., in the amount of $26,548.71 for their East Probate and Revenue Office contract.

The Commission asked me to place this item on the next agenda.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the final payment. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memorandum, Transmittal Sheet, Invoice, and Schedule of Values Sheets, Agenda Pages 14-2 through 14-9, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 3, FOR THE 2013 VETERAN'S DAY PARADE

The Administrator requested approval of budget change request number 3, County Commission Appropriations.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED CLASSIFICATION REVISION REGARDING TITLE AND CODE CHANGE FOR THE EMPLOYEE BENEFITS MANAGER POSITION (CO#0115), PAY GRADE A05 TO PAYROLL AND BENEFITS MANAGER (CO #0113), PAY GRADE A06

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Classification Revision regarding Title and Code Change for the Employee Benefits Manager to Payroll and Benefits Manager

The Montgomery County Commission, at its meeting on October 7, 2013, agreed to place a classification title and code change from Employee Benefits Manager (CO#0115), Pay Grade A05 to Payroll and Benefits Manager (CO #0113), Pay Grade A06 on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memoranda and Job Description, Agenda Pages 16-2 through 16-10, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS FOR TWO CORRECTIONS OFFICER TRAINEES/CORRECTIONS OFFICERS, POSITION NUMBER 045 AND POSITION NUMBER 180

The Administrator presented the following memorandum:

October 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

During the October 7, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

(1) Corrections Officer Trainee/Corrections Officer, Position Number 045

(2) Corrections Officer Trainee/Corrections Officer, Position Number 180

I am requesting approval of these items.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 17-2 and 17-3, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (8)

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

MEMORANDUM

TO: Montgomery County Commission

THRU: Donnie Mims

FROM: Steven L. Reed, Probate Judge

SUBJECT: Request Approval of Position Fill Request/ Retired RSA Employee

DATE: September 27, 2013

I request approval of eight position fill requests to allow this office to hire eight retired RSA employees. Filling the requested positions is necessary in order for the Probate Office to continue to meet the needs of Montgomery County.

The volume of customer traffic seen at the end of the month overwhelms our office's current staffing allotments. The Commission has been very helpful in allowing us to backfill many of our vacant positions; however, we need to increase manpower to process transactions, serve as greeters, and supplement our staff to ensure we continue to manage potential overtime concerns.

The requested employees will benefit the County in three ways:

1) They will be used as greeters/preliminary intake personnel to greatly reduce transaction times, and allow me to better control customer traffic;

2) They will be scheduled in such a way to allow me to control the 40 hour pay scale of our full-time staff that often stays to assist customers who are queued prior to 5:00; and,

3) They will be used to augment our full-time staff to increase the number of clerks available to assist customers.

I anticipate two part-time employees at each of our offices. I am confident that this number will be sufficient to achieve my stated goals.

Thank you for your favorable consideration of this request.

End of Memorandum

Mr. Williams made a motion to approve the position fill requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 18-2 and 18-9, are attached to these Minutes.)

Chairman Dean asked Chief Probate Clerk William Flowers to explain the savings of hiring part-time workers verses full-time workers. Mr. Flowers explained that as retirees, they receive benefits through their retirement; therefore they would not receive benefits from the County. He noted that it would be just two-thirds of the cost of hiring full-time workers.

<u>VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (4)</u>

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

DEPARTMENT		TRAVEL/TRAINING REQUESTS
1.	Tax & Audit Department	Request Number 3
2.	Information Systems	Request Numbers 3 and 4
3.	Sheriff's Office	Request Number 4

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 19-1 through 19-4, 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:

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (2)

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

DEPARTMENT		BUDGET CHANGE REQUESTS
1.	Engineering Department	Request Number 2
2.	Revenue Commissioner's Office	Request Number 1

Mr. Polizos made a motion to approve the budget change requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING COMPENSATION FOR ELECTED COUNTY OFFICIALS AND APPROVED RELATED BUDGET CHANGE REQUEST NUMBER 4, COUNTY COMMISSION APPROPRIATIONS

The Administrator requested adoption of the following resolution and approval of budget change request number 4, County Commission Appropriations:

RESOLUTION

WHEREAS, Ala. Code § 11-2A-1 et seq. is a general statute that provides for compensation of county commissioners, probate judges, sheriffs, and tax officials including periodic increases in compensation for these officials as provided in the law; and

WHEREAS, the provisions of Ala. Code § 11-2A-1 et seq. are applicable in relation to compensation for the Montgomery County commissioners, probate judge, sheriff, and revenue commissioner, and pursuant to that statute, those officials are entitled to uniform increases granted to county employees by the county commission at the time of the approval of the county budget as provided in Ala. Code § 11-2A-4; and

WHEREAS, effective October 1, 2005 the county commission approved a uniform 5% cost of living increase to all county employees which was approved at the time of adoption of the budget, but that pursuant to local acts in effect (96-596, 96-600 and 96-605) prior to passage of Ala. Code § 11-2A-1 et seq., the increase for county officials covered under the general statute was capped at $3000; and

WHEREAS, effective October 1, 2007 the county commission approved a 4% market based adjustment in compensation that was a uniform increase granted to all county employees and approved at the time of adoption of the budget but said increase was not granted to the county elected officials covered by the provisions of Ala. Code § 11-2A-1 et seq.; and

WHEREAS, a recent review of the compensation of the county officials covered under the provisions of Ala. Code § 11-2A-1 et seq. has revealed that, pursuant to Ala. Code § 11-2A-1 et seq., the 5% increase granted by the county commission effective October 1, 2005 should not have been capped at $3000 for these county officials and that the county officials covered by the general law should have received the 4% market-based increase granted to county employees by the county commission effective October 1, 2007 since it was a uniform increase granted to all county employees and approved at the time of adoption of the budget and was in the nature of a COLA; and

WHEREAS, upon discovery of the possible errors in calculation of compensation for these county officials, opinions were sought from Montgomery County Attorney Tommy Gallion, the Office of Examiners of Public Accounts and Association of County Commissions of Alabama Association Counsel Mary Pons to assist in determining whether these increases should have been granted; and

WHEREAS, the consensus opinion from the above-named parties was that the above-referenced increases should have been granted to these county officials and that the compensation of these officials should be adjusted retroactively to include the previously-approved uniform increases that should have been granted to these officials, but that, pursuant to AG's Opinion # 2013-021 which provides that there is a two year statute of limitations for payment of back pay, the retroactive increases should be limited to a period of two years.

NOW, THEREFORE, BE IT RESOLVED, that based upon the foregoing, the Montgomery County Commission does hereby find that the compensation of the Montgomery County Commissioners, the Sheriff, the Probate Judge, and the Revenue Commissioner should be adjusted as set out herein and directs the County Administrator to adjust compensation in accordance with this Resolution, including the payment of back pay retroactive to October 1, 2011.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 21st day of October, 2013.

End of Resolution

Mr. Williams made a motion to adopt the resolution and approve the budget change request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED QUOTE FOR REFRIGERATED COUNTER SANDWICH TOP AND WORK TABLE FOR THE COURTHOUSE CAFÉ

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: October 16, 2013

SUBJECT: Equipment for Cafeteria

Request approval of award on a Refrigerated Counter Sandwich Top and Work Table for the Courthouse Café, for a total amount of $2,237.18, to Hawk, Inc., be placed on a future County Commission agenda.

Quotes were requested and Hawk, Inc. was the low quote. (copy of spread sheet attached)

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 22-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD FOR 2014 POLICE INTERCEPTOR UTILITY VEHICLE, BID NO. 52110-13B-031

The Administrator presented the following memorandum from Buyer Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer

DATE: October 14, 2013

SUBJECT: Invitation to Bid No. 52110-13B-031
2014 Police Interceptor Utility Vehicle

Request approval of award on the above referenced Invitation to Bid, to the only bidder Stivers Ford Lincoln to be placed on a future agenda for the County Commission meeting. (Copy of spread sheet attached)

These are vehicles that Stivers Ford Lincoln has in stock and is actually selling for less than State Contract price.

Coordination of award made with Mr. D.T. Marshall, Sheriff.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 23-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED DISTRICT ATTORNEY ELLEN BROOKS' REQUEST REGARDING OFFICE SPACE ALLOCATIONS

The Administrator presented the following letter from District Attorney Eleanor I. Brooks:

October 15, 2013

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Space Allocations

Dear Chairman Dean:

Since the last County Commission meeting, I have worked with Donnie Mims and Bruce Howell to ensure that the renovations of both the Youth Facility & the 3rd floor of Annex I occur as cheaply and quickly as possible. As a result of these conversations, I am requesting the Commission waive rules at the October 21, 2013 meeting to approve the following:

1. Space currently occupied by the Probate Judge on the 3rd Floor of Annex I be reallocated to & renovated for the District Attorney's Office for the Child Support Unit.

2. Space previously occupied by Purchasing in Annex III be reallocated temporarily to the District Attorney's Office for the Helping Montgomery Families Initiative (HMFI).
   One parking space in the covered parking area of Annex III be assigned to the Director of HMFI & all other HMFI staff be allowed to park in the parking deck for Annex III.

3. Space currently occupied by HMFI in the basement of the Courthouse be reallocated to the District Attorney's Office for the Child Support Unit for temporary use until the Annex I renovation is completed (about 18 months).

These requests are conditioned on the County Commission's approval of the budget, timeline, and authorization for the architects to proceed with completing bid plans for the Annex I renovations. Further it is my understanding that the renovations of the 3rd floor of Annex I are top priority for the County and will commence as soon as possible.

Approving these requests at the next meeting will facilitate the move of the Child Support Unit from the trailers at the Youth Facility and not cause any delay in beginning the construction work at the Youth Facility.

I am available to discuss these requests at your convenience.

Sincerely,

/s/ Eleanor I. Brooks
District Attorney

cc: Donnie Mims
Bruce Howell
Judge Steven Reed

End of Letter

Mr. Williams made a motion to approve District Attorney Brooks' request for office space allocations, Annex I renovations budget, timeline, and authorization for the architects to proceed with completing bid plans for Annex I, for a maximum budget of $4,687,000 and Annex III renovations, for a maximum budget of $1,369,418 and the provision that both the Director and

HMFI staff are to park on the top level of the Annex parking desk. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

Commissioner Ingram verified with Mr. Mims that these figures include everything for the renovations.

PARKS AND RECREATION DEPARTMENT – APPROVED COOPERATIVE AND GRANT AGREEMENTS WITH MID-SOUTH RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC., REGARDING ADULT FITNESS EQUIPMENT FOR PINTLALA AND PINE LEVEL PARKS

The Administrator presented the following memorandum from Community Development Specialist Leslie York with CARPDC:

MEMORANDUM

TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Specialist

DATE: October 17, 2013

RE: 2013 Mid-South RC&D Grant

On June 27, 2013 a grant application in the amount of $10,838 was submitted to Mid-South Resource Conservation & Development Council, Inc. (RC&D) for adult fitness equipment to be installed at Pintlala and Pine Level Parks. This project has been awarded for funding at $8,750 and the attached Cooperative Agreement with revised budget and Grant Agreement need to be executed by the Chairman and returned to Mid-South before the end of this month. I respectfully request that the Commission waive rules on this item and approve acceptance of this grant award, allowing Chairman Dean to execute the necessary paperwork. I appreciate your help in expediting this process so that we can meet Mid-South's deadline. Please let me know if you have any questions and thank you for your assistance!

End of Memorandum

Mr. Ingram made a motion to approve Cooperative Agreement and Grant Agreement. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Cooperative Agreement and Grant Agreement, Agenda Pages 25-2 through 25-5, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Extension Coordinator Jimmy Smitherman with the Alabama Cooperative Extension System announced that the 2013 Montgomery County Farm-City Festival will be at the Bartlett Ranch today and invited anyone who wants to learn about Alabama agriculture to attend. He also stated that the 2013 Natural Resources Tour will be held Thursday, October 24, 2013.

Commissioner Ingram told the audience good morning and that it was good to see everyone. He stated that he was glad that they approved the renovations in the office space designated for the District Attorney's Office. He commended the architects for their hard work and thanked District Attorney Ellen Brooks for her patience. He said that it was good to see Montgomery Area Chamber of Commerce President Randy George and thanked him for all he does.

Commissioner Williams wished the audience a good morning and said to have a great week.

Commissioner Polizos told the audience that he hopes they are enjoying the cool weather. He said that it was good to see everyone, adding that it was nice to see Randy George at the Commission meeting. He stated that it was good to see all the department heads attending the meeting.

Chairman Dean said good morning and expressed his appreciation for all the Chamber does in working with the city, county and state in bringing jobs. He commended Judge of Probate Steven Reed and his staff for saving the county money by hiring part-time customer service clerks. He congratulated Commissioner Polizos on his first place finish in the primary election for the vacant House 74th District seat and told him that he hopes he gets the votes he needs during the run-off in November. He noted that for the past several years the county had bills in the legislature which had gotten defeated.

Vice Chairman Harris also congratulated Commissioner Polizos. He welcomed Randy George stating that he should make it a habit to come to the County Commission meetings. He stated that he is happy that the renovations for the District Attorney's office are progressing, adding that it's going to be a class act. He told the audience that he and other community leaders went to South Korea last week on a Hyundai sponsored trip and said it was quite a cultural experience, noting that Hyundai was a wonderful host. He said that the meals were an event of 10 courses, and that he never was hungry after a meal. He stated that Hyundai has factories and offices around the world and that he is proud to have Montgomery partnering with them. Randy George interjected, telling Vice Chairman Harris that Ellen McNair, Montgomery Chamber senior vice president of economic development said that he did a magnificent job as leader of the community delegation while in South Korea, and they are proud that they represented Montgomery County so well.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY EXECUTIVE DIRECTOR VERONICA MCKENZIE WITH SUCCESSFUL LIVING CENTER

Executive Director Veronica McKenzie with Successful Living Center briefed the Commission regarding the program and requested funding.

PRESENTATION BY ARTISTIC DIRECTOR KITTY SEALE, DIRECTOR OF DEVELOPMENT BRENDA DENNIS, BALLET MASTER FOYE DUBOSE AND DANCE STUDENTS KE'YANA ROBINSON AND ANGELICA BURGHER WITH THE ALABAMA DANCE THEATRE

Artistic Director Kitty Seale with the Alabama Dance Theatre briefed the Commission regarding their educational outreach program and requested funding in the amount of $15,000. Director of Development Brenda Dennis introduced Ballet Master Foye Dubose and dance students Ke'Yana Robinson and Angelica Burgher. Commissioner Ingram asked Ms. Seale to provide Administrator Mims with a copy of the salary budget. After discussion, the Commission agreed to place a Budget Change Request in the amount of $5,000 on the next agenda. Commissioner Polizos requested a $2,000 miscellaneous appropriation from his account for this program to be placed on the next agenda.

PRESENTATION BY RESEARCH COORDINATOR JOE ADAMS WITH PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA

Research Coordinator Joe Adams with Public Affairs Research Council of Alabama presented a SMART Budgeting Interim Analysis and Report, in which he identified potential revenue sources and expenditure trends and concerns. He also presented estimates regarding lodging and rental tax. After discussion, the commission requested additional information regarding these estimates.

PRESENTATION BY EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown with Community Corrections briefed the Commission regarding six Professional Services Contracts for the 2013-2014 E.V.E.N. Program providers. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Brown briefed the Commission regarding a Renewal of Professional Services Contract with Melva Turner DBA Positive Changes, LLC, regarding Substance Abuse Assessment Services for Drug Court applicants**.** After discussion, the Commission agreed to place this item on the next agenda.

Chairman Dean expressed his concern about the number of participants in Community Corrections. He stated that the more participants in the program, the more compensation is received. Mr. Brown informed the Commission that there was a slight increase in participants.

RECESS TO EXECUTIVE SESSION

Vice Chairman Harris made a motion to go into the Executive Session, based upon a letter from County Attorney Tyrone C. Means, to discuss pending litigation/legal opinions and mediation. The motion was seconded by Commissioner Ingram and unanimously approved by each Commissioner openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from County Attorney Tyrone C. Means and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 26-1 and 26-2, are attached to these Minutes)

RECESS TO INFORMATION SESSION

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

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION BY THE COMMISSION

Commissioner Ingram stated that the job description for Deputy Administrator included supervising the Tax and Audit Department and discussed whether that duty could be given to the Finance Department.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Resolution authorizing the County’s Thanksgiving Holiday Observance on Friday, November 29, 2013, contingent on the Governor authorizing the closing of state offices. After discussion, the Commission agreed to strike the verbiage “contingent on the Governor authorizing the closing of state offices” and to place this item on the next agenda.

Administrator Mims presented a Resolution authorizing the County’s Christmas Holiday Observance on Tuesday, December 24, 2013, contingent on the Governor authorizing the closing of state offices. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Renewal of Agreement with PRA Government Services, LLC d/b/a Revenue Discovery Systems (RDS) to provide external audit services for the Tax and Audit Department. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Final Payment to CannDauSon Construction, Inc., in the amount of $23,479.65 regarding Exterior Weatherization for Annex I. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Payment of 2014 Membership Dues to the National Association of Counties (NACo). He noted that the dues decreased by 3% from last year. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a schedule of payments from the Town of Pike Road to Montgomery County. He noted that this information was requested by the Commission at the last meeting.

Administrator Mims presented a memorandum regarding Postage Fees for vehicle tags. The Commission discussed the fees with Finance Director Sherrill Thomas and Chief Probate Clerk Williams Flowers. Ms. Thomas stated that she would research this matter further.

Chairman Dean discussed raising the fee for drivers' licenses. Commissioner Ingram commented that it may take legislative action and that he would like to have lobbyists Cassandra Crosby and Ron Drinkard look into the matter.

Administrator Mims presented a memorandum regarding Montgomery County Parks and Recreation Board Members. After discussion, the Commission asked Administrator Mims to write letters to board members who are not attending the meetings. Commissioner Polizos asked Administrator Mims to contact board member James Phillips to see if he would like to be reappointed since his term will be expiring soon.

Administrator Mims presented the Montgomery County Commission Policy of Non-Interference of Merit Employees' Personnel Actions.

Administrator Mims presented a memorandum regarding purchasing eight additional chairs for the Commissioner's Conference Room. There was no objection to purchase these chairs.

Administrator Mims discussed with the Commission the estimated cost from JMR+H Architecture, P.C., regarding alterations to the third floor of Annex III for Probate Judge's Office. After discussion, the Commission agreed to place a Contract with JMR+H Architecture, P.C., on the next agenda.

Administrator Mims presented a schedule of upcoming bids/contract renewals for October, November and December 2013. He noted that the Landscape Maintenance contract for the Industrial Park expires in November and the Commission agreed to extend the contract for one year.

Administrator Mims informed the Commission that representatives from Schneider Electric will be attending the next Commission meeting regarding items which impact the electric components concerning the Youth Facility project.

Administrator Mims asked the Commission for permission to obtain quotes from banks regarding the financing of the Schneider Electric Youth Facility Energy Renovation Project and the Commission agreed.

DISCUSSION BY THE COMMISSION

Commissioner Ingram informed the Commission that he spoke with Mayor Strange and City Council President Charles Jinright regarding annexing property near the Montgomery Industrial Park. After discussion, the Commission agreed to discuss this item further at the next meeting and requested that a copy of the plat be included in the next Thursday Memo.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that he and Chairman Dean met with County Health Department officials regarding concerns at the Lagos Del Sol neighborhood. He stated that he and Health Department officials will be meeting with the neighborhood association on October 22, 2013.

Administrator Mims informed the Commission that Dr. Winston Pirtle asked to delay the Commission's approval of a revised Purchase and Sale Agreement for the 1.5 acres. He wants to have a provision in the Purchase and Sale Agreement that he can remove some materials from the house, i.e., marble flooring. The Commission agreed.

Administrator Mims reminded the Commission to complete his annual performance evaluation and give them to Personnel Director Barbara Montoya.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the calendar of upcoming events with the Commission, noting the Town of Pike Road's Founder's Day Celebration, Eggs and Issues with Congressman Sewell, the Veterans' Day Parade, the Military Proclamation Signing for Military Appreciation Week, the Annual Economic Forum and the Success Starts Here Economic Trolley Tour.

DISCUSSION BY THE COMMISSION

Administrator Mims asked for clarification regarding the authorization of an increased annual cap for the tourism development appropriation to the Montgomery Area Chamber of Commerce. After discussion, the Commission agreed that the Chamber will receive 22% of the lodging tax collected per month, with a new cap of $420,000 per year, beginning February 1, 2013, and ending January 31, 2014 or when the cap is reached.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on October 21, 2013, at 12:10 p.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

Agenda

OCT 21 2013

10-21-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-03-13

Check Number	To	Check Number
238471		238518
Total Checks Paid		$803,551.67

CHECK #	PAYEE	AMOUNT	DATE
238469	Postmaster Bulk Mailing	$23,904.44	10/01/13
238470	Postmaster Bulk Mailing	$13,598.36	10/02/13

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

Agenda

OCT 21 2013

10-21-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-04-13

Check Number	To	Check Number
238519		238592
Total Checks Paid		$294,588.90

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

Agenda

OCT 21 2013

10-21-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-10-13

Check Number	To	Check Number
238593		238696
Total Checks Paid		$11,000.00

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

Agenda

OCT 21 2013

10-21-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-10-13

Check Number	To	Check Number
238697		238706
Total Checks Paid		$200.00

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

Agenda

OCT 21 2013

10-21-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-11-13

Check Number	To	Check Number
238707		238784
Total Checks Paid		$487,301.70

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

Agenda

OCT 21 2013

10-21-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-11-13

Check Number	To	Check Number
238786		238931
Total Checks Paid		$731,233.74

CHECK #	PAYEE	AMOUNT	DATE
238785	Rogers, Jimmy	$ 401.93	10/10/13

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

Agenda

OCT 21 2013

10/21/13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10/18/13

Payroll Check Number	117766	To	Payroll Check Number	117865	$ 71,950.27
Direct Deposits					$ 776,742.23
Payroll Check Number	117866	To	Payroll Check Number	117893	$ 247,646.39
Direct Deposits					$ 337,197.79
Federal Deposits					$ 317,332.79
Total Payroll Paid					$ 1,750,869.47

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

MONTGOMERY AREA MENTAL HEALTH AUTHORITY
2140 UPPER WETUMPKA ROAD, P.O. BOX 3223
MONTGOMERY, ALABAMA 36107
(334) 279-7830
mamhainc@aol.com

MONTGOMERY AREA MENTAL HEALTH AUTHORITY

SERVING MONTGOMERY, ELMORE, AUTAUGA AND LOWNDES COUNTIES

Aug 1
2013 JUL 02 AM 8:37

BARBARA KORNEGAY
PRESIDENT

HENRY E. PARKER
EXECUTIVE DIRECTOR

July 25, 2013

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

Dear Mr. Mims:

This letter comes to you regarding an appointment to the Board of Directors of the Montgomery Area Mental Health Authority, Inc.

Ms. Martha Hawkins, 7741 Atlanta Highway, Montgomery, AL 36117 serves on the Board as appointed by the Montgomery County Commission. Her term expired March 31, 2013.

Please appoint someone from Montgomery County to fill this vacancy. Our Board of Directors meets the fourth Monday of each month at 3:30 p.m. Whomever you select will also serve on one or more Board's committee.

Mr. Darold Dunlavy, 21st Avenue of the Waters, Pike Road, AL 36064-1747 has expressed an interest in becoming a member of the Board of Directors. He has the interest of consumers, the Authority, and of course, Montgomery County at heart. He also has some experience in dealing with the mentally ill.

I appreciate the consideration of the Montgomery County Commission. If I can ever be of assistance to you, please do not hesitate to call.

Sincerely,

Henry E. Parker

Henry E. Parker
Executive Director
Montgomery Area Mental Health Authority, Inc.

1-2

Montgomery Area Mental Health Authority

Members:	Term Expires:
Rev. Albert Perkins, III 425 North Moye Drive Montgomery, AL 36109	4/1/2015
* Martha Hawkins 533 Martha Street Montgomery, AL 36104	4/1/2013
Barbara W. Kornegay 2520 Leonidas Drive Montgomery, AL 36106	4/1/2017

Mr. Henry E. Parker, Executive Director
Montgomery Area Mental Health Authority
P.O. Box 3223
Montgomery, AL 36109

Term: 6 years

1-3

ADECA **Law Enforcement/Traffic Safety Division** **401 Adams Avenue** **P.O. Box 5690** **Montgomery, AL 36103-5690**	**GRANT APPLICATION** **Page 1** Date Received by LETS Grant # Assigned (Leave Blank) Form Revised January 10, 2004
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 South 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 South 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	
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org Signature Rhonda B Cape Date: 10/16/13	**5. Financial Officer** Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature Date:
6. Type of Application ☐ Original ☑ Continuation of Previous Grant Number: 12-WF-PR-006	**7. Program Under Which Application is Made** Violence Against Women Act
8. Project Start Date (Estimated) 1-Jan-14	**9. Project Ending Date** (Estimated) 31-Dec-14
10. Does this application require a prior cost approval?	☑ Yes ☐ No
11. Name of the Project (Brief Descriptive Title) Montgomery County Violence Against Women Prosecution Unit	**12. Grant Funds Requested** $ 85,500.00
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)*** 12

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

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Application Page 1
Item 15

PROJECT SUMMARY

The mission of the Violence Against Women Prosecution Unit reflects the specific missions of the Violence Against Women Act (VAWA): (1) reformation of the criminal justice system; (2) change in public attitudes; and (3) the establishment of a community-based response.

The Violence Against Women Prosecution Unit includes a Deputy District Attorney who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court, and a Victim Services Officer who assists the victim throughout the legal process, including providing information immediately after the crime, attending court with the victim and coordinating meetings with the victim and prosecutor. The Victim Services Officer and the Deputy District Attorney assist the Montgomery County Task Force on Domestic Violence (DV Task Force) and the Sexual Assault Response Team of Montgomery (SART) and the Central Alabama Human Trafficking Task Force (Human Trafficking Task Force).

The Montgomery Municipal Court continues to be overloaded with domestic violence cases. Through the efforts of the Unit, the Target Program diverts cases from Municipal Court to District Court. The Target Program identifies domestic violence misdemeanor cases that involve a female victim and a firearm. The Unit continues to accept misdemeanor cases from Municipal Court and prosecute them in an expedited manner. There is no doubt this has saved lives and stopped the escalation of abuse.

The continuation of the Violence Against Women Prosecution Unit will solidify the changes so urgently needed in community attitudes and in the criminal justice system. Aggressive prosecution of crimes involving violence against women is the primary objective of the Unit, along with ensuring the safety and well being of the victim. Recently The Unit has been focused on evidence based prosecution where the case is tried based on raw evidence and not solely on the testimony of the victim. This allows the victim, who might be threatened or too afraid of either the system or the offender, to avoid testifying and still receive a conviction. The Unit will collaborate with the DV Task Force, SART, Human Trafficking Task Force, and One Place Family Justice Center to carry out policies and procedures that redirect and reform the criminal justice system to respond more effectively to violence against women crimes; provide educational and victim services to change public attitudes and the criminal justice system itself; and utilize the community-based concept to assure a long range commitment to reformation within the system and the community.

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the **Montgomery County Commission** hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, **Elton N. Dean, Sr.**, in his/her official capacity

as **Chairman**, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the ______ day of ______________ **2013**

I, **Donald L. Mims** (Name), **County Administrator** (Title)

In and for the **Montgomery County Commission**

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of ______________, **2013** , and the same appears in the minutes of said meeting.

Witness by hand and official seal of the **Montgomery County Commission**

This the ______ day of ______________, **2013.**

____
(Name)

____
(Title)

Agency Match Agreement

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, administers the STOP Violence Against Women Act (VAWA) Formula Grant to combat rising crime, improve the criminal justice system, and assist victims of crime; and

Whereas, the ____Montgomery County Commission_______ (Name of Subgrantee) is aware that the VAWA Reauthorization exempts victim service agencies from the federal 25 percent match requirement under the STOP Formula Grant Program;

Whereas, the ____Montgomery County Commission_____ (Name of Subgrantee) is aware that the VAWA Reauthorization does require the State of Alabama to provide the 25 percent match toward the Victim Service allocation under the STOP Formula Grant Program;

Whereas, the ____Montgomery County Commission______ (Name of Subgrantee) is voluntarily offering to provide an in-kind and/or cash match of $_28,500____ toward the 25 percent match required from the State of Alabama by the VAWA Reauthorization;

Whereas, it is the sole decision of the board of directors of the ____________________ __Montgomery County Commission____ (Name of Subgrantee) to offer a match toward the STOP requirement, and the __Montgomery County Commission_______ (Name of Subgrantee) is not being forced or coerced to provide this match;

Whereas, the ___Montgomery County Commission_____ (Name of Subgrantee) is aware that volunteering to provide match is not a factor in the grant award process by ADECA;

NOW, THEREFORE, BE IT RESOLVED that the person below, in his/her official capacity as head of the board of directors, is authorized to offer a voluntary match to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, toward the 25 percent match requirement under the STOP Formula Grant Program.

By: ______________________________
(Name)

__Chairman______________________
(Title on Board of Directors)

__Montgomery County Commission_______
(Agency)

____
(Date)

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A COUNTY OLDER THAN THE STATE

ESTABLISHED 1816

MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS, JR., VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

October 21, 2013

Ms. Rhonda P. Webb, Program Director
STOP Violence Against Women Program
Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
PO Box 5690
Montgomery, AL 36103

RE: Match for ADECA Continuation Grant Application

Dear Ms. Webb:

The District Attorney's Office is voluntarily making the $28,500 match for the FY2013-2014 STOP Grant. Thank you for your continuing support of the Violence Against Women Prosecution Unit in the District Attorney's Office.

Sincerely,

Elton N. Dean, Sr.
Chairman

P.O. BOX 1667 • MONTGOMERY, ALABAMA 36102-1667 • (334) 832-1210 • TDD (334) 265-3568 • FAX (334) 832-2533 2-6

State of Alabama
Department of Economic and Community Affairs
Law Enforcement/Traffic Safety Division

Equal Employment Opportunity Program Certification

I, Elton N. Dean, Sr. (Authorized Official), certify that the Applicant/Subgrantee

Name of Subgrantee: Montgomery County Commission

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of

Name **Donald L. Mims**

Title **County Administrator**

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations.

______________________________ ______________________
(Signature of Authorized Official) (Date)

NOTE: If your organization is *required* to develop an EEOP plan, the *above* certification must be completed. If a plan is *not required*, then the *below* certification must be completed. The signed certification must be returned to ADECA Law Enforcement and Traffic Safety Division.

I,______________________________ (Authorized Official), certify that the Applicant/Subgrantee

Name of Subgrantee: ______________________________

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations.

______________________________ ______________________
(Signature of Authorized Official) (Date)

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The goals are to make defendants accountable for their crimes, save lives and protect victims. However, the criminal justice system historically has been less effective in dealing with violence against women crimes than with others. There are two areas of focus.

1. Women attending colleges and universities have been identified as an underserved population in Montgomery County. These women are reluctant to report crimes and too often choose to avoid prosecution. Because most of these students are transient, they are unaware of the resources and support services that are available to them. Other reasons for their reluctance relate to public attitudes regarding the criminal justice system and the crimes. Victims of sexual assault suffer from feelings of personal shame, which inhibit their desire to inform campus police officers of the crime. Victims of domestic violence have the added fear that the judicial system will not protect them from domestic violence. Campus security may lack the training and resource information to adequately address the needs of female students.

There are currently over seven major colleges/universities in the Montgomery County Area. Females make up a large percentage of that student population and they are also employed in Montgomery County. The Unit is not only active but located within the Family Justice Center which has MOU's with Alabama State University, Faulkner Jones Law School, and South University to actively provide training and support to their colleges. Auburn University Montgomery and Huntingdon College also participate in training and events for Domestic Violence Awareness Month and Sexual Assault Awareness Month.

Because of the growing problem of domestic violence and sexual assaults on college campuses, the Unit wants to continue conducting educational programs and training to raise awareness and provide assistance to students and collegiate police officers. Coordinating training that will provide information to professionals and students to help combat domestic violence and sexual assaults on college campuses will do this. In order to prepare and conduct effective training seminars, the VAWPU is in need of financial resources for printed literature, technical presentations and guest speakers.

2. Frequently domestic violence perpetrators are not only abusing their partner, but also their children. It is a vicious cycle that sustains itself by molding the children into future adult victims of domestic violence or abusers themselves. A high percentage of the child victim cases in Montgomery County involve the spouse, ex-spouse, boyfriend or mother of the victim. In addition, in many of those cases the mother of the child victim was also a victim of domestic abuse at the hands of the same perpetrator. In such cases not only does the victim mother need assistance in reporting, prosecuting and dealing with her own abuse, she also needs assistance in dealing with the abuse of her child. She faces the same fears she has for herself in reporting her own abuse: will anyone believe her child? Will the judicial system protect her child? Will she be faced with charges against her for not protecting her child or will her child be taken away by the Department of Human Resources? Because of these type fears, adult victims of domestic violence often do not seek help for their children who are being abused and do not report such abuse to law enforcement. If and when the abuse is reported, the mother worries about protecting herself and her child from retaliation and from the perpetrator. Women victims of domestic violence usually have

little knowledge about the judicial system and the services that are available to their children.

In the past year, under Sub grant No. 12-WF-PR-006 awarded by ADECA/LETS and the Department of Justice, Office of Justice Programs, the Montgomery County District Attorney's Violence Against Women Prosecution Unit (VAWPU) continued to address the problems of lack of awareness, lack of reporting, fear of the judicial system, and delay in prosecution. By working closely with Montgomery law enforcement agencies, the Lighthouse Counseling Center's Standing Together Against Rape program, the Family Sunshine Center and the One Place Family Justice Center, VAWPU has been able to improve services available to the victim before and after prosecution. The VAWPU continues to focus on victim awareness as the case navigates through the judicial system. The Victim Service Officer contacts each victim, ensuring that the victim feels as comfortable as possible and encourages them to ask questions and express concerns. In addition, the Victim Service Officer reminds victims of their court dates and arranges transportation when needed.

The VAWPU Deputy District Attorney is co-chair of the Central Alabama Human Trafficking Task Force, which conducts meetings every other month to bring together local, state, and federal prosecutors and law enforcement, victim services providers, and community organizations, to raise awareness of human trafficking and to help victims. Because sexual assault is prevalent in the human trafficking of female victims, the VAWPU provides a critical role in providing for the prosecution of sex trafficking offenders and victim advocacy for women rescued from human trafficking.

The VAWPU is also working with the One Place Family Justice Center in Montgomery. One Place FJC brings together the talents of a number of local agencies who work with victims of domestic violence. The VAWPU in an integral part of this partnership. The concept of wrapping the victim in a holistic approach has decreased victim recidivism and encouraged cooperation in the prosecution process.

GOAL I. Continue to do the following: (1) increase specialization and expertise in all phases of VAW Unit prosecution and victim services; (2) implement policies and procedures in VAW Unit to apply specialized training and enhance the inclusion of victims into the criminal justice system in order to foster confidence in the criminal justice system as a whole; and (3) provide training to law enforcement and prosecutors to improve case development and prosecution throughout the judicial system.

Objectives:

1. Send personnel to specialized training for handling domestic violence cases.
2. Send personnel to specialized training for prosecuting, investigating, and providing victim services for cases involving sexual assaults.
3. Purchase books, periodicals, and other materials in these specialized areas of prosecution for use by the Unit.
4. Purchase books, periodicals, and other materials in these specialized areas of victim services for use by the Unit.
5. Continue to assign all adult female violent crimes against women cases to the Unit for prosecution.
6. Continue to quantify and track the work of the Unit to provide self-evaluation for purposes of developing new policies and procedures.
7. Coordinate efforts with Montgomery law enforcement by providing legal advice in investigating cases, assisting in obtaining protective orders, and maintaining good rapport with victims.
8. Develop and sponsor educational seminars for local law enforcement agencies in pertinent areas, including the following:
   a. Effective domestic violence intervention
   b. Dynamics of domestic violence
   c. Effective investigation of sexual assaults
   d. Dynamics of sexual assault

GOAL II. Provide a centralized approach to victim services to foster the confidence of victims in the criminal justice system.

Objectives:

1. Maintain informational materials developed under the grant for victims of domestic violence and sexual assault.
2. Provide information about the judicial system and refer victims to appropriate agencies upon receipt of the affidavit and complaint.
3. Distribute informational materials to victims of violent crimes against women along with a letter from the Unit upon receipt of the affidavit and complaint.
4. Coordinate meetings with victims for Grand Jury preparation.
5. Coordinate meetings with victims for trial preparation.
6. Maintain an open door policy for victims to speak with Unit personnel regarding their case, their personal safety, and the judicial system.

GOAL III. Raise awareness among those associated with the collegiate community in the Montgomery area and provide training for officers that police college communities in an effort to reduce violent crimes against women.

Objectives:

1. Coordinate a training seminar for college students on the subject of Domestic Violence, the resources available for victims and the consequences for perpetrators.
2. Coordinate training for individuals that police college communities on Domestic Violence investigation.

GOAL IV. Coordinate collaborative efforts in establishing and maintaining a community based response to violence against women crimes to change public attitudes and address social problems that create barriers to successful prosecution and social change.

Objectives:

1. Participate in the Montgomery County Task Force on Domestic Violence as follows:
   a. Attend meetings,
   b. Assist in leadership of meetings,
   c. Plan the agenda and programs for meetings,
   d. Provide administrative support for new initiatives,
   e. Issue press releases concerning significant issues and events.
2. Participate in the Sexual Assault Response Team of Montgomery as follows:
   a. Attend meetings,
   b. Assist in leadership of meetings,
   c. Assist in data collection and tracking rape cases through the criminal justice system,
   d. Provide administrative support for new initiatives;
   e. Assist in training SANE nurse volunteers,
   f. Support community outreach.
   g. Provide victim advocacy training for advocates and SANE nurses
3. Participate in the Central Alabama Human Trafficking Task Force as follows:
   a. Attend meetings,
   b. Assist in leadership of meetings,
   c. Plan the agenda and programs for meetings,
   d. Provide administrative support for new initiatives,
   e. Issue press releases concerning significant issues and events.
   f. Assist in data collection and tracking human trafficking cases through the criminal justice system,
   g. Assist in training law enforcement on human trafficking laws prosecution, and
   h. Support community outreach.
4. Provide unit personnel as speakers for civic groups.
5. Function as community liaisons to foster communication among the agencies of each group.
6. Provide unit staff to train community volunteers.
7. Educate community groups on the judicial system and the services offered by the Unit.

8. Respond to requests from other counties for assistance in developing their community groups.
9. Educate communities on the dynamics of domestic violence and provide information and tools for reporting domestic violence incidents.
10. Educate personnel of battered women's shelters on the dynamics of the judicial system so they can assist in explaining the process to the victims.

In order to maintain the Montgomery Violence Against Prosecution Unit and achieve the goals and objectives of the Unit, we need two employment positions. This Unit will be composed of a Deputy District Attorney and a Victims Services Officer.

1. Maintain a Deputy District Attorney to serve as the vertical prosecutor for felony violence against women cases and for the domestic violence dedicated docket; to represent the Unit in public functions and to participate in unit meetings as necessary to maintain focus and identify areas of significant concern and high lethality case studies.

2. Maintain a Victim Services Officer to contact victims, facilitate and schedule regular victims' meetings, assist law enforcement agencies in early contact with victims, and provide appropriate educational materials and information to victims. The Victim Services Officer will also provide research assistance in trial preparation, maintain records for evaluation procedures, and provide support for community liaison efforts for the Unit as a whole.

An annual evaluation will be made through a comparison of the number of victims who report a crime of violence and follow through with prosecution from the past year as compared to the terms of the grant.

The Project Director will submit quarterly reports to ADECA in an effort to monitor and evaluate the Unit's effectiveness in accomplishing its goals. The reports will contain the following:

1. Number of cases presented to Grand Jury and their disposition.
2. Number of domestic violence cases and their disposition.
3. Number of trials and their outcome.
4. Number of victims assisted through the judicial system (represented by the number of cases).
5. Documentation of materials and training, including law enforcement personnel.
6. Documentation of participation in community agencies and efforts to increase community awareness and judicial reform.
7. Documentation of monthly meetings with the Montgomery County Domestic Violence Task Force, Sexual Assault Response Team, and the Central Alabama Human Trafficking Task Force.
8. Documentation of participation in training and services provided to local colleges and universities.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION	Page 6
	20. Project Narrative **Detailed Budget** Explain computations in the Budget Narrative on Page 8. Form Revised January 10, 2004	

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
Carrie Gray	Deputy District Attorney	$ 2,808.17	24	100%	$ 67,396.08	$ 67,396.08
Crystal Taylor	Victim Services Officer	$ 1,541.75	24	100%	$ 37,002.00	$ 37,002.00
		$ -	24	100%	$ -	$ -
		$ -	24	100%	$ -	$ -
		$ -	24	100%	$ -	$ -
		$ -	24	100%	$ -	$ -
		$ -	24	100%	$ -	$ -
		$ -	24	100%	$ -	$ -
	See Attachment 1 (Personnel)				$ -	$ -
					Salaries Sub-Total	$ 104,398.08

Fringe Benefit Computation

FICA	$ 104,398.08		7.650%	$ 7,986.45
SUI	$ 104,398.08		0.000%	$ -
W/C	$ 104,398.08		0.000%	$ -
Health Insurance	$ 1,650.00	12	0.00%	$ -
Health Insurance	$ -	0	0.00%	$ -
Retirement	$ 13,049.76	1	12.02%	$ 1,568.58
Other	$ 91,348.32	1	0.00%	$ -
Other	$ -	0	100.00%	$ -
Other	$ -	0	100.00%	$ -

Fringe Sub-Total $ 9,555.03

Total Personnel Expenditures $ 113,953.11

B. Confidential Expenditures:
Prior approval of procedures is required

1. Purchase of Services $ -

2. Purchase of Evidence $ -

3. Purchase of Specific Information $ -

Total Confidential Expenditures $ -

Professional 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.
1. Individual Consultants and/or Contracting of Service Organizations

$ -
$ -
$ -
$ -
$ -
$ -
$ -

Total Professional Services $ -

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ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION 20. Project Narrative **Detailed Budget (Continued)** Form Revised January 10, 2004	Page 7

D. Travel:

Transportation & associated cost of project personnel. (Consultant travel is to be included in Category C)

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

Total Travel $ -

E. Operating Expenses:

Must be itemized

Office Supplies	$ 46.89
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

Total Operating Expense $ 46.89

F. Equipment Purchase:

Must be itemized

Item	Qty	Unit Price	Total Item Cost
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
See Attachment 2 (Equipment)			$ -

Equipment Purchase Total $ -

Lease or Rental Equipment

		$ -	$ -
		$ -	$ -
See Attachment 2 (Equipment)			$ -

Lease or Rental Total $ -

Total Equipment Expense $ -

Total Project Cost $ 114,000.00

$ 114,000.00

Matching Ratio:	ADECA / LETS %	75%	ADECA / LETS Support	$ 85,500.00
	Match %	25%	Matching Contribution	$ 28,500.00

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A. PERSONNEL: (a) Salaries are calculated for reimbursement purposes for staff employees who will compose the Domestic Violence Prosecution Unit: a Deputy District Attorney and a Victim Services Officer. Salaries are paid semi-monthly with the total amounts for reimbursement calculated on anticipated percentage (100%) of time to be spent by each employee on the project.

FICA is calculated at 7.65% of gross salaries. Retirement is calculated at 12.02%. Only a portion of retirement benefits are being reimbursed by the grant. Health Insurance reimbursement is not requested.

POSITION	FICA (semi-monthly)	Retirement (3 payperiods) (semi-monthly)	Health Ins (semi-monthly)	Total
Deputy District Attorney	214.83	337.53	0	6,168.51
Victim Services Officer	117.94	185.32	0	3,386.52
			Total:	$9,555.03

1. Deputy District Attorney

Maintain a Deputy District Attorney to serve as the vertical prosecutor for felony violence against women cases for the domestic docket; to represent the Unit in public functions and to conduct weekly unit meetings to maintain focus and identify areas of significant concern.

2. Victim Services Officer

Maintain a Victim Services Officer to contact victims, facilitate and schedule regular victims' meetings, assist law enforcement agencies in early contact with victims, and to provide appropriate materials and information to victims. The Victim Services Officer will also provide clerical support, research assistance in trial preparation, maintain records for evaluation procedures, and provide support for community liaison efforts for the Unit as a whole.

E. OPERATING EXPENSE: Supplies/materials such as stationery, pencils, pens, tape, toner, printing, envelopes and mailing items request to facilitate daily operations.

Budget Prepared By:
Name: Rhonda B. Cape, Administrative Assistant
Address: 251 S Lawrence St, Montgomery, AL

Phone #: 334 832-2550

Rhonda B Cape 10/16/13
Signature Date

If the budget is prepared by an individual other than the Financial Officer, the Financial Officer must sign here as approving the budget as submitted.

Signature Date

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION Source of Match and Continuation Projection Form Revised January 10, 2004	Page 9

22. Source of Contribution:
(Indicate Sources Per Instructions)

	$ -
District Attorney Fund	$ 28,500.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

Total Matching Contribution: $28,500.00 Match from page 7 $ 28,500.00

Match Differential: $0.00

23. Budget Summary and Projection: **APPLICATION IS INCOMPLETE WITHOUT THIS**
(Total budget of applicant or implementing agency)

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	$ 119,643.88	$ 113,953.11	$ 116,832.59
B Confidential Expenditures	$ -	$ -	$ -
C Professional Services	$ -	$ -	$ -
D Travel	$ -	$ -	$ -
E Operating Expenses	$ 356.12	$ 46.89	$ 500.00
F Equipment	$ -	$ -	$ -
Total Budget of Applicant	$ 120,000.00	$ 114,000.00	$ 117,332.59
Duration of Project Phase	12	12	12

24. Federal Support:
Will other Federal support be available for any part of this project?
Yes ☐ No ☑ If "Yes", Explain:

25. Federal Submissions:
Have other Federal agencies been contacted for assistance on this or similar projects?
Yes ☐ No ☑ If "Yes", Explain:

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INTERAGENCY AGREEMENT

This agreement between the agencies below is entered into on this ______ day of __October___________, 2013, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

WHEREAS, __Montgomery County Commission____ (Subgrantee) is applying to ADECA for a subgrant under the STOP Violence Against Women Act (VAWA) Formula Grant Program; and

WHEREAS, the subgrantee applicant has consulted with the appropriate victim service organizations during the course of the development of our subgrant application in order to ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence;

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

BY: ____
(Signature)

____Elton N. Dean, Sr., Chairman________________
(Print Name & Title)

____Montgomery County Commission______________
(Subgrantee Agency Name)

BY: ____
(Signature)

___Karen B. Sellers, Executive Director_____________
(Print Name & Title)

Montgomery Area Family Violence Program, Inc
____(dba Family Sunshine Center)________________
(Victim Service Agency Name)

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State of Alabama
Disclosure Statement
(Required by Act 2001 - 955)

Entity Completing Form
Montgomery County Commission

Address
101 S. Lawrence St.

City, State, Zip
Montgomery, AL 36104

Telephone Number
(334) 832-1210

State Agency / Department that will receive goods, services or is responsible for the grant award
Alabama Department of Economic & Community Affairs

Address
PO Box 5690

City, State, Zip
Montgomery, AL 36103

Telephone Number
(334) 242-5803

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☑ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency / Department in the current or last fiscal year?

☐ Yes ☑ No

If yes, identify below the State Agency / Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency / Department	Type of Good or Service	Amount Received
N/A		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency / Department in the current or last fiscal year?

☑ Yes ☐ No

If yes, identify the State Agency / Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency / Department	Date Grant Awarded	Amount Received
ADECA VAWA	12-WF-PR-006, 12/10/2012	$ 90,000.00
ADECA VAWA	11-WF-PR-007, 12/20/11	$ 89,500.00
Dept of Justice, OVAW	2011-WE-AX-0028, 9/26/11	$ 1,301,319.00

1. List below the name(s) and address(es) of all public officials / public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your

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immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction, Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family Member	Address	Name of Public Official / Public Employee	State Department/ Agency Where Employed

If you identified individuals in items one and /or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000, is applied for knowingly providing incorrect or misleading information.

Signature　　　　　　　　　　Date

Notary's Signature　　　　　　　　　　Date　　　　　　　　　　Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed withall proposals, bids, contracts, or grant proposals to the State of alabama in excess of $5,000.

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CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of $100,000 or more.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _______ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

______________________________   ____________

Signature of Authorized Official   Date

____

Title

Certification Regarding Drug Free Workplace Requirements
Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67,subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug free awareness program to inform employees about --
1. The dangers of drug abuse in the workplace.
2. The grantee's policies of maintaining a drug free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
1. Abide by the terms of the statement.
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
1. Taking appropriate personnel action against such an employee, up to and including termination.
2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

Street Address	City	County	State	Zip Code
100 South Lawrence Street	Montgomery	Montgomery	AL	36104
251 South Lawrence Street	Montgomery	Montgomery	AL	36104
530 South Lawrence Street	Montgomery	Montgomery	AL	36104

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

1 By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

Elton N. Dean, Sr., Chairman
(Type or Print Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Date

Montgomery County Commission
(Name of Organization)

101 South Lawrence St., Montgomery, AL
(Address of Organization)

OJP Form 4061/1

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Standard Subgrant Conditions and Assurances – Applicant understands and agrees that a subgrant received as a result of this application shall be subject to and incorporate the following assurances and conditions of the federal funding agency from which the grant funds originate and the Law Enforcement and Traffic Safety (LETS) Division of the Alabama Department of Economic and Community Affairs (ADECA).

1. Authority of Authorizing Official: It possesses legal authority to apply for the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Records Management: Applicant gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, the Comptroller General of the United States, or any of the duly authorized representatives of the federal funding agency, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided under Public Law 98-473, "Victims of Crime Act of 1984"; Public Law 93-415, "The Juvenile Justice and Delinquency Prevention Act of 1974"; Public Law 108-79, "The Prison Rape Elimination Act"; Public Law 106-561, Public Law 107-273, Public Law 108-405, "The Paul Coverdell National Forensic Sciences Improvement Act"; Public Law 103-322, "The Violent Crime Control and Law Enforcement Act of 1994"; Public Law 100-690, "The Anti-Drug Abuse Act of 1988"; Public Law 104-034, "The Local Government Law Enforcement Block Grants Act of 1995"; Public Law 108-447, "The Consolidated Appropriations Act of 2005"; Public Law 109-162, "The Violence Against Women and Department of Justice Reauthorization Act of 2005"; Public Law 107-110, the "No Child Left Behind Act of 2001"; Public Law 104-235, the "Child Abuse Prevention and Treatment Act of 1996"; and Public Law 89-564, "The Highway Safety Act of 1966". Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents. If an audit is required and/or performed, records pertinent to the award shall be retained for at least three years following the closure of the most recent audit report. If no audit is required and/or performed, records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

3. Funds Management: Applicant assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

4. Audit Responsibility: Subgrantee shall satisfy requirements contained in OMB Circular A-133 and the current ADECA Audit Policy.

5. Subgrant Fiscal Reports: Subgrantees shall submit a Subgrant Fiscal Report, LETS Form 54, for each quarter. Submission dates are as follows:

Period Covered	Report Due
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1– September 30	October 15
October 1 – December 31	January 15

Subgrantees have 60 days from the termination date of the subgrant to pay all encumbrances incurred during the subgrant period and submit a "Final Subgrant Fiscal Report". If quarterly reports are not filed on time, funds may be withheld until they are received.

6. Subgrant Narrative Progress Report: Subgrantee shall submit a Narrative Progress Report, LETS Form 55, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with the due dates identical to those above for the Quarterly Fiscal Report. The last quarterly report should become an "Annual Performance Report" whereby an assessment of the impact of the activities carried out under the subgrant is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified within the subgrant application or identified within a "Program Brief" detailing the program for which the application was submitted to implement.

7. Published Material: All published material and written reports submitted under this subgrant or in conjunction with the third party agreements under this subgrant will be originally developed material unless otherwise specifically provided for in the

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subgrant document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal subgrant.

8. Title of Property: Title of property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of the ADECA LETS Division, where its use for project or criminal justice purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.

9. Non Supplanting Certification: Applicant understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made for grant-related activities. Further, that matching funds required to pay the non-Federal portion of the cost of the project, for which subgrant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance and drug enforcement. Federal funds must supplement State and local funds, not supplant them.

10. Discrimination Prohibited: No person shall, on the grounds of race, religion, color, national origin, sex, handicap, or limited English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under or denied employment in connection with subgrants awarded by the ADECA LETS Division pursuant to funding from the U. S. Department of Justice, the U. S. Department of Education, the U. S. Department of Health and Human Services, the National Highway Traffic Safety Administration, or the U. S. Department of Transportation. Recipients of these federal funds are also subject to Title VI of the Civil Rights Act of 1964.42U.S.C.2000d (prohibiting discrimination in federally-funded programs on the basis of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973, 2 U.S.C. 794 (prohibiting discrimination in such programs on the basis of handicap); the Age Discrimination Act of 1975, 42. U.S.C.8108, et seq., and the Department of Justice Nondiscrimination Regulations at 28 CFR, Part 42, Subparts C, D and G. Recipients of funds are also subject to Title I (employment of qualified disabled individuals), Title II (equal benefits of programs, services and activities to disabled individuals), and Title III (public accommodations to disabled individuals for services and activities). This grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

    In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, handicap, or limited English proficiency against a recipient of funds, the applicant will forward a copy of the finding to the appropriate federal funding agency from which the program is funded, as well as to the ADECA LETS Division within 30 days of receiving notice.

    No agency or victim assistance program shall discriminate against victims because the victim disagrees with the way the State is prosecuting the criminal case.

11. Equal Employment Opportunity Program: Applicant agrees to formulate, as required, an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. 42.301 et. seq. and certifies to the State that it, if required, has a current EEOP on file which EEOP will be provided to the State, if and when requested.

12. Continuation Funding: Subgrantee understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document.

13. Project Income: All interest in other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for.

14. Procurement Standards: Subgrantees must comply with the State Bid Law and the Federal minimum requirements in regard to "Procurement Standards and Procedures". The basic minimum procurement standards are as follows:

    a. Adequate and Effective Competition: All procurement shall be accomplished by obtaining adequate and effective competition to the maximum practicable extent consistent with the value, the nature, and the specifications of supplies and/or services to be procured.

    b. A minimum of two bids are required on all procurement – unless the supplies, equipment or services are of a "Sole Source" nature, and in this instance (sole Source Contracts) must have prior approval of the ADECA LETS Division prior to placing of formal application.

    c. Proposals for requests for bids must contain non-restrictive specifications.

    d. All procurement shall be conducted so as to avoid collusion or actual conflicts of interest as well as any possibility of the appearance of collusion or conflicts of interest.

15. Accounting Requirements: Subgrantee agrees to record all project costs, both the ADECA LETS Division's and matching share, following generally accepted accounting procedures. A separate account number or cost recording system must separate all project costs from the subgrantee's other or general expenditures. Adequate documentation for all project costs, both the ADECA LETS Division's and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes. For record retention requirements, please refer to Item #2 on Page One of these conditions. Adequate documentation is defined as follows for each major budget category:

    a. Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of supervisor.

    b. Professional Services: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement and approval by project director.

    c. Travel: Documentation must be detailed, signed by the employee and approved by the employee's supervisor.

    d. Supplies and Operating Expenses and Equipment: Documentation includes audited vendor invoices approved by the project director.

16. Equipment: Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due the ADECA LETS Division. The refund will be computed on resale value in accordance with the original matching ratio.

17. Allowable Cost: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as further defined and delineated in the "Department of Justice Financial Guide", "Education Department General Administrative Regulations", "Highway Safety Grant Management Manual", and in the ADECA LETS Division Guidelines.

18. Expiration of the ADECA LETS Division Funds: Regulations require that active grant funds for a fiscal year which are not expended or obligated by the subgrantee at the end of the grant period will lapse and revert to the ADECA LETS Division. Obligations outstanding as of the termination of the subgrant shall be liquidated and a "Final Financial Report" submitted within 60 days from termination date.

19. Expenses Not Allowable: Grant funds may not be expended for (a) items not part of the approved budget or separately approved by the ADECA LETS Division, (b) purchase of land; (c) purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement; or (d) dues to organizations or federations; (e) entertainment; (f) purchase of equipment unless provided for in the grant agreement; or (g) indirect (overhead) costs.

20. Subgrant Adjustments: Subgrantees must obtain prior written approval from the ADECA LETS Division for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) project period extension.

21. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Depending on the rules for each federal funding source, project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.

22. Termination of Aid: This grant may be terminated or fund payments discontinued by the ADECA LETS Division where it finds a substantial failure to comply with the provisions of PL 94-503 or regulations promulgated, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 94-503, and to PL 107-110, and to all procedures set forth in 34 CFR 80.43 and 20 USC 3474..

23. Foreign Travel: Travel outside the continental United States will not be approved for funding.

24. Conflict of Interest: In the use of the ADECA LETS Division's grant funds officials or employees of State or local units of government and non government grantees shall avoid any action which might result in, or create the appearance of:
    a. Using his official position for private gain

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b. Giving preferential treatment to any person
c. Losing complete independence or impartiality
d. Affecting adversely the confidence of the public in the integrity of the Government or this program

25. Copyrights: Where activities supported by this grant produce original books, films, or other copyrightable material, the grantee may copyright such, but federal funding agencies reserve a royalty-fee, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.

26. Lobbying: No part of a subgrant shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before legislative bodies. However, this provision is not to be construed as limiting expenses for the purpose of testimony before legislative bodies reviewing the effectiveness of grant programs or to prevent introduction and support in the State Legislature of general statutory reform, such as criminal code revisions, etc.

27. Bonuses or Commissions: The subgrantee is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for the ADECA LETS Division assistance.

28. Freedom of Information Act: Pursuant to the Federal Freedom of Information Act (FOIA), 5 U.S.C. 552, and Section 521 of the Omnibus Crime Control And Safe Streets Act, all records, papers, and other documents required to be maintained by recipients of federal funds, including subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the federal funding source. The FOIA also sets out that these records are to be made available to the public and press under the terms and conditions of the FOIA.

29. Political Activity: The restrictions of the Hatch Act, 5 U.S.C. Chapter 73, Subchapter III, concerning political activity by government employees are applicable to state and local government employees and to employees of private non-profit organizations that receive federal funds, whose principal employment is in connection with activities financed, in whole or in part, by federal grants.

30. Environmental Impact: Any application for subgrants or subcontracts, involving environmental changes or problems, must include either an environmental evaluation or a detailed environmental analysis as required by Section 102 (2) (c) of the National Environmental Policy Act.

31. Clean Air Act and Federal Water Pollution Control Act Violation: In accordance with the provisions of the Clean Air Act (42 U.S.C. 1857), as amended by PL 91-604, the Federal Water Pollution Control Act (33 U.S.C. 1251 ct. seq.) as amended by PL 91-500 and Executive Order 11738, subgrants or contracts will not be made to parties convicted of offenses under these laws.

32. Age Discrimination in Employment Act of 1967: Any application for subgrants or subcontracts, involving the employment of personnel, must be in compliance with the Federal "Age Discrimination in Employment Act of 1967" (29 U.S.C. 621 et seq.), which, in brief form, sets out: "Sec. 4(a) It shall be unlawful for an employer – (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with this Act".

33. Criminal Penalties: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to federal grant funding or in any record required to be maintained pursuant to federal grant funding shall be subject to prosecution under the provisions of 18 U.S.C. 1001. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be subject to the provisions of 18 U.S.C. 361.

It is understood and agreed by the undersigned that the subgrant received as a result of this application is subject to the above conditions.

____________________________ Signature of Authorized Official

____________________ Date

State of Alabama
Department of Economic and Community Affairs
Law Enforcement/Traffic Safety Division

Financial Questionnaire

Section I. General Information

1. Subgrantee: Montgomery County Commission Subgrant Number: _____
2. Financial Officer: Sherrill R. Thomas Telephone #: 334 832-1268
3. Contact Person: Rhonda B. Cape Telephone #: 334 832-1652

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP guideline manual entitled *Financial and Administrative Guide for Grants* and the ADECA Law Enforcement and Traffic Safety manual entitled *Subgrantee Administrative Manual.*

(1) Accounting records should provide information needed to adequately identify the receipt of funds under each subgrant awarded and the expenditure of funds for each subgrant, for each action program and for each subgrant awarded by the State.
(2) Entries in accounting reports should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
(3) The accounting system should provide accurate and current financial reporting information.
(4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

Section II. Accounting System
(Check the Appropriate Space)

1. ☐ Manual ☒ Automated ☐ Combination Which best describes the accounting system?

2. ☒ Yes ☐ No Does the organization use a double entry system in accounting for program funds?

3. ☒ Yes ☐ No Does the accounting system identify the receipt and expenditures of program funds separately for each subgrant?

4. ☒ Yes ☐ No Does the accounting system provide for the recording of expenditures for each subgrant by the component project and budget cost categories shown in the approved budget?

5. ☒ Yes ☐ No Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?

6. ☒ Yes ☐ No Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

   ☒ Yes ☐ No a. Total funds available for a subgrant?

   ☒ Yes ☐ No b. Total funds available for a budget cost category(e.g., Personnel, Travel, Operating Expense, etc)

7. ☒ Yes ☐ No Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants/subgrants?

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Financial Questionnaire

Subgrantee: Montgomery County Commission
Subgrant Number: _____

Section III. Fund Control

1. ☒Yes ☐ No Is a separate bank account maintained for subgrant funds?

2. ☒ Yes ☐ No If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?

3. ☒ Yes ☐ No Are the officials of the organization bonded?

Section IV. Additional Information

1. ☒ Yes ☐ No Did an independent certified public accountant (CPA) ever examine the financial statements?

2. Date of the last audit. _____
3. Dates covered by last audit. From: October 1, 2011 to September 30, 2012
4. Date of next audit. _____
5. Dates to be covered by next audit. From: October 1, 2012 to September 30, 2013

6. Use the following space for any additional information. Indicate the section and item numbers if this is a continuation.

_____

Section V. Applicant Certification

I certify that the above information is complete and correct to the best of my knowledge.

_______________________________ Signature

_______________________________ Date

_______________________________ Title

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CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMORANDUM

TO: Montgomery County Commissioners

FROM: Sara Byard, Community Development Director

Sara Byard

DATE: October 17, 2013

RE: Grant Agreement with ADECA
CDBG Economic Development Grant for DAS

Please consider the above referenced grant agreement as an agenda item for your October 21, 2013 Commission meeting.

I have reviewed the grant agreement with ADECA in reference to your Community Development Block Grant (CDBG) Economic Development Fund Grant for utility extensions to DAS North America, Inc., project number CY-ED-PF-13-004. I believe that the agreement is appropriate for the County to enter into and recommend that you take action needed to enter into the agreement.

Please let me know if you have any questions or concerns. Thank you.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976
www.CARPDC.COM

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Office of the Governor

Robert Bentley
Governor

State of Alabama

Alabama Department of Economic and Community Affairs

Jim Byard, Jr.
Director

September 10, 2013

The Honorable Elton N. Dean, Sr.
Chairman of Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36103-1667

Dear Chairman Dean:

RE: CDBG Project
No. CY-ED-PF-13-004

I am pleased to enclose two copies of the above-referenced agreement. This agreement provides funding of $221,690.00 for your Community Development Block Grant (CDBG) Program. Please sign both copies and return one copy to us; Attention: Shabbir Olia. Please retain the second copy for your files. The approved CDBG Program Budget and the Release of Funds are also enclosed for your CDBG Program files.

Please be aware, Alabama CDBG Intergovernmental Policy Letter 17, Revision 3, requires that construction contracts must be fully executed within 180 days of this letter.

If you have any questions about this agreement, please call Ms. Kathleen Rasmussen at 334-353-0323. Ms. Rasmussen is the staff person assigned to you for technical assistance of a general nature. She will be pleased to help you with any questions or problems you may have.

Sincerely,

Jim Byard, Jr.
Director

JB:SAO:tn
4 Enclosures
cc: Sara Byard, Program Administrator
Accounting
Elaine Dobbs-Patterson

401 Adams Avenue • Suite 580 • P.O. Box 5690 • Montgomery, Alabama 36103-5690 • (334) 242-5100

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Alabama Department of Economic and Community Affairs
CDBG Budget/Final Financial Report

Date of Report: August 13, 2013

Budget/Report Number 1

Community Name: Montgomery County Commission

Project Number: CY-ED-PF-13-004

☑ Original Budget
☐ Revised Budget
☐ Formal Amendment
☐ Final Expenditure

Activity	1 Total Activity Cost (3+6)	CDBG 2 Last Approved Budget	CDBG 3 Original Budget/ Budget Revision/ Final Expenditure	CDBG 4 Budget Adjustment or Deobligation (3-2)	Local Match/Other Funds 5 Last Approved Budget	Local Match/Other Funds 6 Original Budget/ Budget Revision/ Final Expenditure	Local Match/Other Funds 7 Budget Adjustment or Deobligation (6-5)
Water	$86,350.00		$71,350.00			$15,000.00	
Sewer	$68,140.00		$58,140.00			$10,000.00	
Other (Misc. Construction)	$57,100.00		$47,100.00			$10,000.00	
	$0.00						
	$0.00						
	$0.00						
	$0.00						
Subtotal	**$211,590.00**	**$0.00**	**$176,590.00**		**$0.00**	**$35,000.00**	
Engineering/Architecture	$28,600.00		$23,600.00			$5,000.00	
General Program Admin.	$26,500.00		$21,500.00			$5,000.00	
Total	**$266,690.00**	**$0.00**	**$221,690.00**		**$0.00**	**$45,000.00**	

Chief Elected Official's Signature: Elton N. Dean Sr.

ADECA Program Supervisor Review: KR

RECEIVED AUG 2013 CDBG

Reason for revision, amendment, or deobligation:

ADECA Program Manager Approval: SMS 9/4/13

Note: Please include incidental and support activities such as acquisition of easements, street patching, etc., in the total for the primary activity.

Other Funds:

Total: $45,000.00 (this total must equal the total in column 6)

Local Amount: $45,000.00

Non-Local Amount:

In-kind:

Cash: $45,000.00

Source: Montgomery County Commission General Fund

Original to Accounting, Copy to Grant Administrator, Copy to IDIS, and Copy to Project Files

2/10

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ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS
NOTICE OF REMOVAL OF GRANT CONDITIONS

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

1. TO (Name of Applicant) and (Name and title of Chief Executive Officer of Applicant) **Montgomery County Commission** The Honorable **Elton N. Dean, Sr., Chairman**	ADDRESS AND ZIP CODE OF APPLICANT **P.O. Box 1667** **Montgomery, Alabama 36102-1667**
2. WITH COPY TO: (Name of Grantee if other than Applicant)	ADDRESS AND ZIP CODE OF GRANTEE
Re: (Project, Title or Name) 2013 **ED** State CDBG project for **The extension of water (1,535 lf) & sewer (700 lf) lines for DAS North America plant facility located in the Montgomery Industrial Park at the end of Industrial Park Blvd.**	LOCATION (City, County and State) **Montgomery, Montgomery County, Alabama**

On **August 14, 2013** this office received your Request for Release of Funds and Certification pertaining to the above project.

☒ No objections to the release of such funds or to the Certification have been received and a period of 15 days from and after the receipt of such request and Certification has expired.

☐ All objections to the release of such funds and to the Certification which were received by the State within a period of 15 days from and after the receipt of such request and Certification have been considered by the State.

* Any and all project and funding conditions, to the extent that, these are based on environmental review and clearance, in Grant Agreement for Application/Grant No. **CY-ED-PF-13-004** authorized by the State on **August 9, 2013**, are removed as of **August 30, 2013.**

This Notice constitutes your authority to use funds provided to you under Title I of the Housing and Community Development Act of 1974, for the above project.

* Although this form releases funds with respect to compliance with federally mandated environmental requirements, this does not mean that all conditions regarding release of funds have been satisfied. Until all such conditions have been met, ADECA will hold the Grant Agreement for this project. Funds subject to the removal of other conditions must not be obligated until all conditions have been satisfied.

Note: This does not remove the grantee's obligation to obtain applicable permits and satisfy other conditions from those state agencies which have authority in regard to local or state projects.

Type Name and Title of Authorizing Officer: **Shabbir Olia** **CED Programs Manager**	Signature of Authorizing Officer	Date 8/30/13

R 1-12-11

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STATE OF ALABAMA)

(AGREEMENT NO. **CY-ED-PF-13-004**

MONTGOMERY, ALABAMA)

AGREEMENT

THIS AGREEMENT is effective as of this **9th** day of **August, 2013** by and between the **Montgomery County Commission** (herein called the Recipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA).

Upon execution of the Acceptance Provisions of this Agreement, ADECA agrees to provide to the Recipient the Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended, (P.L. 93-383) authorized by the Letter of Conditional Commitment. Such assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA or HUD now or hereafter in effect. The Agreement is effective with respect to such assistance as of the date specified in the paragraph above and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the ADECA approved application specified herein, including any Assurances, certifications, maps, schedules or other submissions; (3) the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, and State Policies; (4) the State of Alabama Small Cities Community Development Block Grant Program Action Plan; and (5) the following General Terms and Conditions:

Definitions: Except to the extent modified or supplemented by the Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, shall have the same meaning when used herein.

(1) Agreement means this Agreement, as described above and any amendments or supplements hereto.

(2) Applicant means the entity designated as such in the Letter of Conditional Commitment.

(3) Recipient means each entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment and signing the acceptance provisions as Recipient under the Agreement.

(4) Assurances, when capitalized, means the certifications and assurances submitted with grant application pursuant to the requirements of 24 CFR Part 570, Subpart I.

(5) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(6) Letter of Conditional Commitment means the letter from the Director of the Alabama Department of Economic and Community Affairs approving the Community Development Block Grant application and setting forth requirements which shall be satisfied prior to execution of the grant agreement.

(7) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Recipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed under the State Community Development Block Grant Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Recipient and the Recipient hereby agrees to carry out the activities hereinafter set forth in connection with the Community Development Block Grant Program of ADECA under the Community Development Block Grant Project Number **CY-ED-PF-13-004**.

The recipient, in assisting ADECA during the Agreement period and with the funds provided in the Agreement, shall perform all the necessary services provided under this Agreement, except as may be provided for under Paragraph I.

A. <u>SCOPE OF SERVICES</u>

1. The Recipient agrees to do, perform and carry out in an expedient, satisfactory and proper manner, as determined by ADECA, the work activities and administrative services described in the Recipient's Application (as amended) Community Development Block Grant Project Number **CY-ED-PF-13-004** to ADECA for financial assistance. The Recipient further agrees that all activities carried out under this Agreement shall satisfy all requirements of ADECA and shall be as described in the ADECA approved application unless otherwise expressly directed by ADECA.

2. The Recipient agrees to permit and to facilitate review of the work hereunder by ADECA, at Montgomery or at other places as ADECA may determine.

3. The Recipient shall submit to ADECA progress reports describing the progress of work under this Agreement when requested by ADECA.

B. PERSONNEL

1. It shall be the responsibility of the Recipient when necessary to hire personnel or to contract for the work to be performed as set out in the scope of services. All persons hired or under contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Recipient shall forward a sampling of all contracts or subcontracts for work or services covered by the Agreement to ADECA when requested by ADECA.

C. TIME OF PERFORMANCE

ADECA retains the right to rescind all or any part of funds committed by this Agreement and the "Letter of Conditional Commitment." Such right may be exercised if action or the lack of action, by the Recipient indicates that the proposed activities are not progressing according to the "Local Program Implementation Schedule" submitted to ADECA with respect to the Letter of Conditional Commitment.

The Recipient by execution of this Agreement certifies that the Recipient will implement proposed activities substantially in compliance with the "Local Program Implementation Schedule" and failure to do so may affect Recipient's continuing capacity in future funding decisions.

D. COMPENSATION

ADECA agrees to pay to the Recipient a sum on a cost incurred basis, not to exceed the total of **$221,690.00** for the services contained in this Agreement, upon the terms of this Agreement set forth in Paragraph L.

E. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Recipient shall violate any of the covenants, agreements or stipulations of this Agreement, ADECA shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the Recipient of such termination or suspension and specifying the effective date thereof, at least five days before such effective date. (In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Recipient under this Agreement shall, at the option of ADECA, become its property.) The Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Recipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Recipient and ADECA may withhold any payments to the Recipient for the purpose of setoff until such times as the exact amount of damages due ADECA from the Recipient is determined.

F. TERMINATION OF AGREEMENT

ADECA or Recipient may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph E above shall, at the option of ADECA, become its property. If the Agreement becomes terminated by ADECA as provided herein, the Recipient will be paid an amount which bears the same ratio to the total compensation as the satisfactory services actually performed bear to the total services of the Recipient covered by this Agreement, less payments as compensation previously made. Provided however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Recipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Recipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Recipient, Paragraph E hereof, relative to termination, shall apply.

G. CHANGES

ADECA may, from time to time, request changes in the scope of the services of the Recipient to be performed hereunder. Such changes including any increase or decrease in the amount of the Recipient's compensation, which are mutually agreed upon by and between ADECA and the Recipient, shall be incorporated in written amendments to this Agreement.

Notwithstanding the above, ADECA may, from time to time, approve a revision to the CDBG program budget without a formal written amendment to this Agreement. However, for this revision to be valid, it shall be on a standard "CDBG Budget/Final Financial Report" form and carry the signature of the ADECA Director or his assignee. In no case, shall the revision to the budget change the total grant amount identified in Subpart D without a formal amendment.

H. INTEREST OF MEMBERS OF ADECA AND OTHERS

1. No officer, member or employee of ADECA who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall: (a) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is

directly, or indirectly interested; or, (b) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2. No member of, or delegate to, the Congress of the United States of America and, no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise there from.

I. ASSIGNABILITY AND INTEREST OF THE MUNICIPALITY

The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADECA thereto. Provided however, that claims for money due, or to become due to the Recipient from ADECA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

The Recipient covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

J. APPLICABLE FEDERAL AND STATE LAWS

The Agreement is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, Subpart I, as published for effect and as may be amended from time to time.

Incorporated herein as part of this Agreement are the Certification and Assurances signed by the Recipient as part of the Application for State Community Development Block Grant Funds.

The Agreement further renders the Recipient responsible for compliance with all applicable Federal or State laws, Executive Orders, and Regulations in administering funds provided under this Agreement. Such Laws, Executive Orders, and Regulations include but are not limited to the following:

1. Public Law 88-352 (Title VI of the Civil Rights Act of 1964) and HUD Regulations to further the Act which are contained in 24 CFR Part I.

2. Public Law 90-284-Title VIII of the Civil Rights Act of 1968, amended by the Community Development and Housing Act of 1974 to include prohibition against discrimination based on sex. The Fair Housing Law provides protection against discrimination based on race, color, religion, sex, or national origin.

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3. Executive Order 11063 as amended by Executive Order 12259 to provide for Equal Opportunity in Housing. HUD Regulations contained in 24 CFR part 107.

4. Section 109 of the Housing and Community Development Act of 1974, as amended to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

5. Section 110 of the Housing and Community Development Act of 1974, as amended, which requires compliance with the Copeland "Anti Kickback" Act (18 U.S.C. 874); the Davis-Bacon Act (40 U.S.C. 276a-276a-7); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), Sections 103 and 107; and Department of Labor Regulations 29 CFR, Parts 1,3, and 5).

6. Section 104(P) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 and with other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the Act are specified in regulations issued pursuant to the Section 104(f) of the Housing and Community Development Act of 1974 and are contained in 24 CFR Part 58. (The Recipient is obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended).

7. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended (P.L. 100-17) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Executive Order 11246 regarding equal employment opportunities in construction contracts.

9. The Hatch Act (5 U.S.C. 1501 et. seq.) regarding political activity by public employees.

10. Section 3 of the Housing and Urban Development Act of 1968, amended 1969, as amended by Section 118 of Title 1, Community Development and Housing Act of 1974. Section 3 provides that to the greatest extent feasible training and employment opportunities shall be made available to lower-income residents of project areas and that contracts are awarded to small businesses located within the project area or owned in substantial part by project area residents. Compliance procedures have been established by the State through the recipient's Equal Opportunity Requirements Certification Review.

11. Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).

12. Any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law and any State permitting requirements.

13. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (also known as the Common Rule) as adopted and modified by the Alabama Department of Economic and Community Affairs.

The Recipient is required to give access to ADECA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Recipient which are directly pertinent to that specific contract for the purpose of making audit, examination, ADECA compliance monitoring examination, excerpts, and transcriptions.

The Recipient is required to keep all records for five years past notification by the State that the project has been closed out or all audit findings have been resolved whichever is longer.

14. Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, including employment; be denied program benefits; or be subjected to discrimination under any program or activity receiving federal funds.

15. The Recipient shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535 as amended by Act No. 2012-491). By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

16. *Transparency Act Requirements*. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all sub recipients, who meet this threshold, will be required to furnish this information to the division within ADECA, which is funding the sub recipient agreement. Specific reporting processes will be provided by the applicable ADECA

division to sub recipients. Active enrollment in the System for Award Management is a condition of payment.

It is the purpose of ADECA under this Agreement to provide to the Recipient Federal assistance in the form of Community Development Block Grant funds in order that the Recipient can provide certain assistance and services as described in this Agreement.

It shall be the responsibility of the Recipient to carry out the performance of the services described herein in a satisfactory and proper manner in accordance with all Federal, State, and local laws. It shall be the further responsibility of the Recipient to see that all contracts or subcontracts for said work are executed and performed in accordance with all applicable Federal, State and local laws.

ADECA shall not be liable for the failure on the part of the Recipient or any contractor or subcontractor on the project to perform all work in accordance with all applicable laws and regulations.

K. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF CONDITIONAL COMMITMENT

The submissions made pursuant to the Letter of Conditional Commitment are incorporated into this Agreement by reference to said Letter. The Recipient by execution of this Agreement further certifies that:

1. Recipient has complied with all applicable requirements of 24 CFR Part 58 and the Recipient's Request for Release of Funds and Certification has been approved in writing by ADECA.

2. Recipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and satisfies other conditions from those State agencies which have authority to review project applications and/or issue permits, or retain other responsibilities in regard to local or State projects.

L. METHOD OF PAYMENT

ADECA and the Recipient having agreed upon a total payment of CDBG funds of **$221,690.00:**

1. ADECA agrees to reimburse the Recipient for expenditures incurred in the execution of activities stated herein not to exceed **$221,690.00**.

2. The Recipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the State approved (original or revised) "CDBG Budget/Final Financial Report."

3. The Recipient agrees to adhere to the requirements of Treasury Circular 1075 with regard to the expeditious use of CDBG funds drawn down.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of **$221,690.00** for all the services required and that all payments, if any, to be made hereunder shall be subject to and dependent on the availability of Federal funds awarded to ADECA for the program purposes herein stated.

M. SUSPENSION OF PAYMENTS UNDER THIS AGREEMENT

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Economic and Community Affairs, or in the event there is an amount owing to any division of the Alabama Department of Economic and Community Affairs, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Economic and Community Affairs that is not received in a reasonable and timely manner.

Should the grantee incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of the Alabama Department of Economic and Community Affairs, then said Alabama Department of Economic and Community Affairs shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

The Alabama Department of Economic and Community Affairs shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, government under any program administered by any division of ADECA that has not arranged a repayment schedule.

N. AUDIT REQUIREMENTS

The Recipient accepts the responsibility to provide for an annual audit at the conclusion of each fiscal year. The audit and subsequent report must meet the criteria established in the Office of Management and Budget (OMB) Circular No. A-133 and the ADECA AUDIT POLICY dated August 30, 1985, as revised through March 16, 1999.

This Agreement, authorized by the State of Alabama on **August 9, 2013** under the "Letter of Conditional Commitment" of State Community Development Block Grant funds for application/grant number **CY-ED-PF-13-004** is hereby accepted by the Applicant as Recipient under the Agreement; and the Recipient agrees to comply, and to accept responsibility for compliance by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the Recipient with the terms and conditions of the Agreement, applicable law, regulations and all requirements of the State or HUD, now or hereafter in effect, pertaining to the assistance provided.

Pursuant to Act 94-414, forward a copy of every audit report issued on the entity when the entity receives or disburses (or both) public funds as a result of this Contract to:

Department of Examiners of Public Accounts
P.O. Box 302251
Montgomery, AL 36130-2251
ATTN: Audit Report Repository

Additionally, forward one copy of the audit report to:

ADECA Audit Section
P.O. Box 5690
Montgomery, AL 36103-5690

O. NOT TO CONSTITUTE A DEBT OF THE STATE

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

P. DEBARMENT AND SUSPENSION

The Recipient is prohibited from using any contractor subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Order 12459).

The Recipient certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into its Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposed of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Recipient certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Recipient shall immediately notify ADECA if any sub-contractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by the Recipient to terminate its contractual relationship with the sub-contractor for work to be performed under this Grant Agreement.

IN WITNESS WHEREOF, The Department and the Recipient have executed this Grant Agreement as evidenced by their signatures below:

ADECA

Alabama Department of Economic and Community Affairs

Jim Byard, Jr., Director

(Date)

ATTEST:

(Name)

DPM

(Title)

9-10-13

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

Edward E. Davis
General Counsel for ADECA

LOCALITY

Montgomery County Commission

Mayor/Chairman

(Date)

ATTEST:

(Name)

(Title)

(Date)

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RETAIL LEASE AGREEMENT

BY AND BETWEEN

THE TOWN OF PIKE ROAD,
AS LANDLORD

AND

THE MONTGOMERY COUNTY COMMISSION (FOR USE AS A LIBRARY),
AS TENANT

DATED:OCTOBER ___, 2013

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RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (hereinafter referred to as the "Lease"), is made and entered into as of the _____ day of October, 2013, by and between **THE TOWN OF PIKE ROAD,** (hereinafter called "Landlord"), and **The Montgomery County Commission (for use as a Library),** (hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Tenant is desirous of leasing from Landlord, and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, covenants and conditions set forth herein; and

WHEREAS, the parties desire to set forth their agreement in writing.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual entry into this Lease by Landlord and Tenant, the rents hereinafter reserved and all of the terms, covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. DEMISED PREMISES.

Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, those certain premises identified as Bays Number 8, 9, and 10 (herein referred to as the "Demised Premises") now erected or hereinafter to be erected in the Pike Road Station Shopping Center (herein, sometimes referred to as "Shopping Center"), located in Montgomery County, State of Alabama. The Demised Premises consist of a space having a total gross leasable area of approximately 5,135 square feet, having an address of 9583, 9585,and 9589 Vaughn Road, Pike Road, Alabama. The boundaries and location of the Demised Premises are outlined in yellow on a drawing of the Shopping Center, which is attached hereto and made a part hereof and marked **Exhibit "A"**. The legal description of the Shopping Center is attached hereto and made a part hereof as **Exhibit "B"**.

Tenant shall have the rights of reciprocal access and parking in the Shopping Center, as hereinafter provided, and use of the Common Areas (as defined herein), together with all other easements, privileges, rights, tenements, appurtenances, hereditaments, and fixtures appurtenant thereto; subject however, to the limitations in Tenant's rights of use as provided herein. As used herein, the term "Common Areas" shall mean and include all areas, facilities and improvements provided from time to time for the general, common or joint use on a nonexclusive basis by Landlord and the tenants of the Shopping Center, their respective agents, employees, invitees, and customers, including, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks. delivery areas, storm and sanitary sewer systems, signs, landscaped and vacant areas, lighting facilities, including all utilities serving the same, whether located within or outside of the Shopping Center property, except as may be otherwise designated by Landlord for the exclusive use of any tenant. The Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas. Landlord reserves the right at any time or from time to time to change the areas, locations and arrangement of parking areas and other facilities and areas within or designated as part of the Common Areas.

2. PRIMARY TERM.

The Primary Term of the Lease ("Primary Term") shall commence on the Effective Date and shall end five (5) years from the last day of the month in which the Rent Commencement Date occurs. As used herein, the term "Rent Commencement

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Date" shall mean November 1, 2013 or the earlier of (i) the date on which Tenant shall open to the public the business operation to be conducted by Tenant on the Demised Premises; or (ii) the date that is thirty (30) days after tender of possession of the Demised Premises to Tenant by Landlord, but in no case prior to the expiration of any existing Lease or extension of any currently existing Lease. Should the Rent Commencement Date be other than the first day of a month, the fractional month shall be "prorated" and the Primary Term of the Lease shall commence on the first day of the next calendar month. In such event, the parties will execute an Amendment to this Lease, in the form attached hereto as **Exhibit "F"**, stating the exact Rent Commencement Date and expiration date of the Primary Term (the "Expiration Date").

The parties hereto agree upon demand of the other, within ten (10) days to execute a written document in recordable form expressing that (i) Tenant has accepted possession of the Demised Premises, (ii) acknowledging the Rent Commencement Date and the Expiration Date of the Lease as such have been determined in accordance with the provisions of the first paragraph of this Section, and (iii) the Demised Premises have been inspected by Tenant, and Tenant accepted the same as existing as of the date Landlord delivered possession of the Demised Premises to Tenant for completion of all Tenant Work (as hereinafter defined).

Unless the term of this Lease is extended as hereinafter provided, this Lease shall terminate on the Expiration Date or the last day of any Extension Term, as defined in Section 6 hereof (hereinafter referred to as the "Lease Termination Date"), without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Demised Premises, and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Demised Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Demised Premises at the end of the Primary Term, or any Extension Term, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Demised Premises to such succeeding tenant, as a result of Tenant's failure to surrender the Demised Premises as aforesaid.

3. EFFECTIVE DATE.

Landlord and Tenant acknowledge that certain obligations under various Sections of this Lease may commence prior to the Rent Commencement Date of the Lease Term (e.g. construction, indemnities, liability insurance) and agree that this is a binding and enforceable agreement as of the date Landlord and Tenant execute this Lease (the "Effective Date").

4. PERMITTED USE AND RESTRICTIONS.

The Demised Premises shall, during the term of this Lease, be used and occupied solely for the following permitted use and purpose: A Public Library (herein, the "Permitted Use") and for no other use or purpose without Landlord's prior written consent. Any variation or deviation from the Permitted Use expressly set forth herein shall be deemed an Event of Default of the Lease. Tenant hereby agrees that it, its successors and assigns, or anyone holding by, through or under them, shall not use nor permit the use of the Demised Premises for any purpose other than the Permitted Use.

Tenant hereby agrees at all times to fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority, whether county, state, or federal governmental authority, having jurisdiction of the Demised Premises, including but not limited to such as shall relate to the health, cleanliness, safety, pest control, trash, traffic, occupation and use of the Demised Premises and the nature, character and manner of operation of the business conducted in or at the Demised Premises.

The Rules and Regulations (the "Rules and Regulations") attached hereto and marked as **Exhibit "C"**, are hereby expressly made a part of this Lease, and Tenant hereby agrees to comply with and observe the Rules and Regulations. Tenant's failure to keep and observe the Rules and Regulations shall constitute a breach of the terms of this Lease in the manner as if same were contained herein as covenants. Landlord reserves the right, from time to time, to amend or supplement the Rules and Regulations, and to adopt and promulgate additional rules and regulations applicable to the Demised Premises, the Shopping Center, including the Common Areas. Notice of such additional rules, regulations, amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules, regulations, and amendments thereto, and supplements thereof, provided the same shall apply to Tenant in a non-discriminatory manner.

As long as Tenant occupies the Demised Premises in the Shopping Center, Tenant, its customers, invitees and business guests, in common with Landlord, its successors, assigns, tenants, subtenants, concessionaires, licensees and any of their customers, invitees, and business guests, shall have the right to use, free of charge, all of the parking areas, access roads, service drives, sidewalks, exits and areas and facilities for the parking of automobiles, except for parking and other areas reserved for the exclusive use of other Tenants of the Shopping Center, and except for periods of time during which said areas are being repaired, altered or reconstructed. Tenant acknowledges and agrees that Landlord has and may hereafter grant to one or more of the tenant(s) in the Shopping Center, exclusive rights for (i) parking at the rear of such tenant's Demised Premises; (ii) use of portions of the sidewalks in front of such tenant's Demised Premises; and (iii) use of portions of the parking area in front of such tenant's Demised Premises; and also non-exclusive rights of ingress, egress and parking may be granted by Landlord to occupants (and their customers) of lands adjoining the Shopping Center. Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building, or buildings of which the Demised Premises form a part, or of the walks and other common areas beyond the Demised Premises.

Tenant shall not perform any acts or carry on any practices which may injure the building in which the Demised Premises is located or be a nuisance to other tenants of the Shopping Center. Tenant hereby agrees that in the event Tenant's use of the Premises constitutes a violation of any other lease of any tenant in the Shopping Center, whether or not said use constitutes a violation of this Lease, then this Lease shall become, at Landlord's sole option, null and void, and Tenant shall surrender the Premises in accordance with the surrender provisions set forth in this Lease.

Tenant shall, subject to events of Force Majeure (as hereinafter defined) (A) open the leased Demised Premises within sixty (60) days after delivery of possession of the Demised Premises to Tenant by Landlord, and thereafter continuously operate all of the Demised Premises in good faith during the term with due diligence and efficiency so as to produce the maximum profitable and practical gross sales which may be produced by such manner of operation; (B) carry a reasonably complete stock of merchandise and shall maintain reasonably adequate personnel for efficiently accommodating its customers; and (c) conduct Tenant's business for the Permitted Use in the Demised Premises during the regular calendar days and hours for such type business in the City or trade area in which the Shopping Center is located, and will keep the Demised Premises open for business during the same days, nights and hours as Landlord may from time to time designate, it being understood that Tenant will remain open for business not less than the hours of 10:00 o'clock A.M. until 6:00 o'clock P.M., Monday through Friday.

5. **FIXED MINIMUM RENT.**

Tenant covenants and agrees to pay to Landlord, throughout the Primary Term of this Lease, a fixed minimum rent for the Demised Premises (herein, the "Fixed Minimum Rent"), in advance on the first day of each month during the Primary Term, at the office of Landlord or such other place and to such other person as Landlord may designate, without any setoff or deduction whatsoever, in equal consecutive monthly installments as follows:

> For the Primary Term of the lease, the Fixed Minimum Rent shall be calculated at the rate of **$12.00** per square foot of leasable area. The Fixed Minimum Rent, and assuming a total gross leasable area of 5,135 square feet, shall be payable in monthly installments of **$5,135** each; being an annual rate of **$61,620.00**.

> The Fixed Minimum Rent shall be prorated for a fractional month if any, and the Five (5) year Primary Term of this Lease and the first Lease Year, shall be extended by any such fractional month.

As used herein "Lease Year" shall mean a period of twelve (12) full consecutive calendar months. The first Lease Year shall begin on the Rent Commencement Date hereof if the Rent Commencement Date of the Primary Term shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the first full calendar month next following the partial month in which the Rent Commencement Date occurs, and the first Lease Year shall include the additional days from such partial month. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Tenant agrees to pay as additional rental five (5%) percent of the monthly rental installment of Fixed Minimum Rent, any Additional Rent (as hereinafter defined), and any other charges due as hereinafter defined in this Lease Agreement, if the monthly rental installment of Fixed Minimum Rent, any Additional Rent or other charges, are not received by Landlord within five (5) days from the date the monthly rental installment of Fixed Minimum Rent, Additional Rent and other charges are due and payable.

6. **EXTENSION TERM(S)**

Landlord herein agrees that Tenant may renew this Retail Lease Agreement under terms and conditions mutually agreeable to both parties provided that Tenant has not breached any of the terms of this Retail Lease.

The terms and conditions of said renewal will remain as stated herein with one exception: The fixed minimum rent will be adjusted to the existing market rate at the time of the renewal and a new lease term will be agreed upon. Landlord will incur no expense in the event that Tenant has any dispute or disagreement with the "stated market rate". In the event that Tenant does not accept the "stated market rate" within ten (10) days of notification of the same by Landlord, then Tenant's option to extend this Lease for the renewal term shall be void and inoperable.

Tenant must make a written request for said renewal AT LEAST one hundred and eighty (180) days prior to the expiration of the Primary Term of this lease.

7. **ADDITIONAL RENT - TENANT'S COMMON AREA MAINTENANCE, REAL TAXES AND INSURANCE.**

In addition to the Fixed Minimum Rent payable by Tenant pursuant to Section 5 and Section 6 herein, Tenant shall also pay, as additional rent (herein, "Additional Rent"), Tenant's "proportionate share" or "pro rata share" of (i) Common Area Maintenance Expenses, as defined herein; (ii) real estate taxes, as described herein; and (iii) insurance, as described herein. Tenant's "proportionate share" or "pro rata share", as used herein, shall be determined by the use of a formula, the numerator of which is the gross square footage of Tenant's Demised Premises, and the denominator of which is the gross square footage of leaseable area of the Shopping Center at the Rent Commencement Date, with the resulting fraction being Tenant's proportionate or pro rata area of the Shopping Center, which, when multiplied by the amount of any charges for which Tenant is obligated for a "pro rata share" represents the dollar amount of Tenant's annual pro rata share. In the event the gross leasable area of the Shopping Center is increased or decreased following the Rent Commencement Date, the resulting fraction is to be appropriately decreased or increased.

(a) COMMON AREA MAINTENANCE: Landlord shall maintain the Common Areas in good repair and reasonably clear of debris. During the Term of this Lease, Tenant shall pay its pro rata share of all common area maintenance expenses incurred in the maintenance, operation and administration of the Common Areas. The term "Common Area Maintenance Expenses" shall mean the total cost and expenses incurred in connection with the normal administration, operation, preventive and corrective maintenance and repair of the shopping center, whether paid to employees of Landlord or parties engaged by Landlord. Common Area Maintenance is to be capped at $0.75 per square foot for the first Lease Year. Common Area Maintenance will then be calculated on an annual basis according to actual cost, and billed monthly by Landlord to Tenant.

(b) REAL ESTATE TAXES: During the Term of this Lease, Tenant shall pay its pro rata share of all real estate taxes and any reasonable fees incurred by Landlord in contesting or negotiating these taxes which may be levied, imposed or assessed by any lawful authority against the land and improvements of the Shopping Center of which the Demised Premises form a part. As used herein, the term "real estate taxes" shall include all real estate taxes, assessments, water and sewer rents, taxes on rents, drainage assessments, sewer charges, assessments for public improvements, sales taxes and other governmental impositions of any kind or nature, whether general or special, levied, assessed, charged or imposed by federal, state or local governments against or upon the land and improvements of the Shopping Center of which the Demised Premises constitute a part. Should the taxing authorities include in such real estate taxes, machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall also pay the entire real estate taxes for such items. Landlord shall use reasonable efforts to resist any property tax increases.

(c) INSURANCE: Landlord agrees to procure and maintain fire and extended coverage insurance on the Shopping Center buildings of which the Demised Premises are a part in an amount not less than eighty percent (80%) of the full insurable value thereof above foundation walls. Landlord further agrees to procure and maintain comprehensive public liability insurance, covering the Common Areas with limits of not less than $2,000,000 for any accident or occurrence affecting one or more persons and $1,000,000 for damage to property and worker's compensation and other insurance, paid to or on behalf of employees working at the Shopping Center. Tenant shall reimburse Landlord on a pro rata basis for the costs of such insurance. Landlord may adjust the amount so payable at any time and from time to time based upon Tenant's pro rata share of such insurance premium as it is adjusted, but it is intended that the amount so payable be adjusted by Landlord for each calendar year. Landlord shall receive competitive bids from insurers not affiliated with Landlord on insurance coverage.

Tenant shall not keep, use, sell or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Demised Premises or the Shopping Center, resulting from the type of merchandise sold by Tenant in the Demised Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Demised Premises, a schedule, issued by the organization making the insurance rate on the Demised Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Demised Premises. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

Allowable expenditures for Common Area Maintenance Expenses may include, but are not limited to, all reasonable costs and expenses of operating the Common Areas; all personnel costs and all other costs associated with the operation of the Shopping Center, maintaining, repairing, lighting, signing, cleaning, painting, striping, seal coating, removal of snow and ice, removal of trash, rubbish, garbage, refuse and debris; costs and expense of purchasing, inspecting and depreciation of machinery, equipment, fixtures and personal property used in the operation and maintenance of the Common Areas and other charges incurred in connection with such equipment; cost and expense of repair or replacement of paving, curbs, walkways, landscaping, drainage, pipes, ducts, conduits, and similar items and lighting facilities; cost and expense of maintaining, planting, replanting and replacing flowers, shrubbery and planters; cost and expense of the rental of music program services and loudspeaker systems, including furnishing electricity therefor; cost, if any, of providing energy to heat, ventilate and air conditioned areas in which the Common Areas are located; cost of water; services, if any, furnished by Landlord for non-exclusive use of all Tenants; parcel pickup and delivery services; and administrative costs equal to fifteen percent (15%) percent of the total cost of operating and maintaining the Common Areas.

Payments of the Additional Rent set forth above shall be made in monthly installments, in advance, based on Landlord's estimate of the expected charge. Landlord, within sixty (60) days after the end of each calendar year, as to Common Area Maintenance Expenses, anniversary date of insurance policies, as to insurance charges, and tax year, as to real estate taxes, shall provide Tenant with a statement including reasonable detail for the costs involved, and thereupon there shall be an adjustment made between the advance payment by Tenant and the actual amount of the charges due. Landlord has made its best efforts to accurately estimate the monthly amounts due by Tenant for additional rent. Therefore, Landlord and Tenant agree that Landlord is not liable for any differences in estimates and actual Additional Rent expenses. Landlord's estimate of the monthly amounts due by Tenant at the Effective Date of this Lease are as follows:

(i) Common Area Maintenance Expenses - $ 320.94

per month; $__0.75__ x 5,135 sq. ft =
$ 3,851.25 per annum

(ii) Real Estate Taxes - $ 427.17 per month;
(Note: This estimate is based on improved property).
$__1.00__ x $ 5,135 sq. ft. = $ 5,135.00 per annum

(iii) Insurance Premiums - $ 320.94 per month;
$__0.75__ x 5,135 sq. ft = $3,851.25 per annum

In the event any portion of the Common Area Maintenance Expenses, real estate taxes, or insurance costs is performed or paid by any tenant, then, for the purposes of computing Tenant's pro rata share of the item of expense so paid, the square footage of the tenant's store shall be excluded in computing the total square footage of the Shopping Center, and the costs of such items of expense paid by such tenant shall also be excluded from the total costs used to compute Tenant's pro rata share.

In the event Tenant shall fail to make the payments or the reimbursements provided for in this Section 7, Landlord shall have the same rights as if Tenant had failed to pay the Fixed Minimum Rent.

8. ESTOPPEL CERTIFICATE

Tenant agrees at any time and from time to time, upon not less than ten (10) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best of Tenant's knowledge, Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any party to whom such certificate may be delivered by Landlord, including, but not limited to, Landlord's mortgagees and any prospective purchasers of the Shopping Center.

9. SECURITY DEPOSIT.

NONE REQUIRED

10. CONTRACTUAL SECURITY INTEREST. In addition to any security or lien interest arising out of operation of law or statute, Tenant hereby gives Landlord a valid security interest to secure payment of all rent and other charges herein reserved for the entire term of this Lease and any damages or losses suffered by Landlord as a result of any Event of Default in the Lease by Tenant. This security interest is upon all inventory, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently in or which may hereafter be situated on the Demised Premise and all proceeds therefrom. Such property shall not be removed from the Demised Premises without the consent of Landlord until any and all sums due Landlord shall be fully paid and discharged. Tenant agrees, upon request of Landlord, to execute a financing statement in the form acceptable to Landlord in Landlord's exclusive judgement, such as, but not limited to, a U.C.C. Form No. 1. Landlord will subordinate its lien to that of Tenant's lender, so long as said lender agrees promptly to repair (at its expense) any damage to the Demised Premises done by removing any items from the Demised Premises.

NOTWITHSTANDING ANY PROVISION(S) CONTAINED HEREIN, IT IS

SPECIFICALLY AGREED BY ALL PARTIES THAT THE TENANT MAY REMOVE, AT THE END OF THE LEASE TERM, ANY AND ALL SHELVING, DESK, AND OTHER LIBRARY EQUIPMENT, WHETHER ATTACHED OR NOT, FROM THE DEMISED PREMISES.

13. MECHANICS, LABORER'S OR MATERIALMAN'S LIEN.

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Demised Premises or the Shopping Center or any part thereof as a result of Tenant's Work or any action or work done on behalf of or contracted for by Tenant, then Tenant, within ten (10) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Tenant hereby agrees to defend and indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with any such lien. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by transferring same to security and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of any judgement in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs, expenses, and fees, including without limitation attorneys' fees incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at one and 50/100 percent (1.50 %) per month from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord upon demand.

The interest of Landlord is not subject to liens for Tenant's Work or any improvements made by Tenant. All persons furnishing labor, services or materials to Tenant's interest in the Demised Premises and/or the Shopping Center must look wholly to Tenant's interest for payment and satisfaction thereof, except to the extent that Landlord has expressly in writing subordinated its interest in the Demised Premises and/or the Shopping Center to any such lien. The knowing and willful failure of Tenant to provide such notice to Tenant's contractor shall render the contract between Tenant and Tenant's contractor voidable at the option of the contractor. Landlord has recorded or may record a Memorandum of Lease providing notice of such limitation.

14. TENANT'S SIGNS.

Tenant shall, at its sole cost and expense, erect and maintain in good condition and repair a sign on the front canopy of the building forming a part of the Demised Premises, provided it is in harmony with the decor of the balance of the Shopping Center and provided Landlord has given its written consent to same, which consent shall not be unreasonably withheld or delayed. Signage shall conform in every way with the rules and regulations of the building department having jurisdiction and with any law or ordinance of the state, county, and/or municipality, and Tenant agrees to and does hereby indemnify and hold Landlord harmless from all claims by reason of the erection or maintenance of said sign. Before erection of any such sign, Tenant shall submit a drawing thereof to Landlord for approval, and Tenant shall pay in advance of erections thereof the costs of any structural changes made by Landlord because of the erection of the sign. No sign or support shall be placed on any roof. Landlord will not erect a pylon sign for the benefit of Tenant, nor shall Tenant be allowed to erect a pylon sign. Notwithstanding anything contained in this Lease, it is clearly understood and agreed that all signage on the front canopy shall strictly conform to the specifications contained in **Exhibit "E"** annexed hereto and made a part hereof by reference.

Tenant shall repair any damages to the Demised Premises, either inside or outside, resulting from the erection, maintenance or removal of said signs.

Tenant hereby also agrees not to install any signs in or upon the Demised Premises or on the Shopping Center property, or place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises, without first obtaining the prior written consent and approval of Landlord. Any signs allowed by Landlord shall comply with the "sign specifications" attached hereto as **Exhibit "E"**. Landlord may remove any item placed or maintained in violation thereof.

16. LANDLORD'S MAINTENANCE AND REPAIRS.

Landlord shall keep and maintain in good order, condition and repair, the roof over the Demised Premises and the structural portions of the exterior buildings of which the Demised Premises forms a part of, provided that Tenant shall give Landlord prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or negligence of Tenant, its employees, agents, invitees, subtenants, assignees or contractors, in which event such damage shall be promptly repaired by Tenant. Landlord shall also maintain the Common Areas in good repair and reasonably clear of debris. Landlord shall promptly undertake any such required work and shall proceed with and work with diligence.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord after ten (10) days written demand, except in case of an emergency, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue as to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay and reimburse Landlord's costs for making such repairs, plus twenty percent (20%) for overhead, upon presentation of bills therefore, as Additional Rent. Nothing contained in this paragraph shall be deemed to impose any duty upon Landlord or affect the obligations assumed by Tenant under this Lease.

In no event shall Landlord be liable for damages or injuries to person or property (including any equipment, stock or inventory of Tenant) arising from Landlord's failure to make such repairs, nor shall Landlord be liable for damages or injuries to person or property (including any equipment, stock or inventory of Tenant) arising from defective workmanship or materials used in making any such repairs. Except as specifically provided herein, Landlord shall not be responsible for any maintenance, repairs or the making of any improvements of any kind, in, on or upon the Demised Premises.

17. TENANT'S MAINTENANCE AND REPAIRS.

Tenant shall, at its sole cost and expense, keep and maintain in good order, condition and repair (which repair shall mean replacement and restoration, if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, store front, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab including free flow up to the main sewer line; all heating and air conditioning equipment and apparatus including exterior mechanical equipment (herein, "HVAC Equipment"); and, all plate glass, sprinkler system, interior walls, floors and ceilings, including interior painting, meters applicable to the Demised Premises, and all installations made by Tenant under the terms of this Lease and any exhibits thereto, as herein provided, in addition to any repairs, including structural, required to be made in the Demised Premises due to burglary of the Demised Premises. Tenant shall at all times comply with applicable building and insurance codes, including, but not limited to, obstruction or any inhibition of the sprinkler system. Tenant shall contract for, in its own name, and shall pay for: (i) a qualified service contractor to inspect, adjust, clean and repair HVAC Equipment, including changing filters on a semiannual basis, and (ii) a qualified service contractor to render pest control services to the Demised Premises. All such service contractors shall be subject to the prior written approval of Landlord. If Tenant refuses or neglects to commence or complete any of the obligations above set forth promptly and to the reasonable satisfaction of Landlord, within ten (10) days after written notice from Landlord, except in the case of emergency. Landlord may, but shall not be required to make or complete said maintenance or repairs and Tenant shall pay the cost thereof to Landlord upon demand.

18. SURRENDER OF DEMISED PREMISES.

At the Lease Termination Date or upon other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises together with all buildings and improvements thereon, "broomclean," in good order and condition, ordinary wear and damage by the elements or insured casualty excepted. Tenant shall inform Landlord of all combinations on locks, safes or vaults, if any, in the Demised Premises. Tenant and Landlord's representative shall make an inspection of the Demised Premises upon surrender and Tenant agrees to promptly repair any damage caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or visitors. Tenant shall furnish Landlord with an inspection report from an HVAC maintenance vendor acceptable to Landlord which states that the Demised Premises's heating, ventilation and air conditioning systems are operating properly and have not suffered from neglect. If Tenant fails to provide Landlord with an HVAC inspection report, then, Landlord shall have the HVAC Equipment inspected. If the report states that the Demised Premises's HVAC Equipment have been damaged as a result of neglect, ordinary wear and tear excepted, Tenant agrees to promptly have all equipment repaired at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof and Tenant hereby agrees to pay such amounts on demand as Additional Rent. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the terms of this Lease.

Tenant shall remove all property of Tenant as directed by Landlord and failing to do so, Landlord may cause all of the said property to be removed at the expense of Tenant, and Tenant hereby agrees to pay all costs and expenses thereby incurred. If Tenant fails to remove any property belonging to it within five (5) days of Landlord's notice to remove such property or subsequent to a court order directing such removal, then, all such property, at Landlord's sole option, shall be deemed abandoned by Tenant and shall become the exclusive property of Landlord subject, however, to the rights of any lender who has a security interest which is superior to Landlord's lien therein.

Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

19. INDEMNITY AND INSURANCE.

Tenant agrees to and does hereby indemnify and hold Landlord harmless against any and all claims, actions, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or arising from the occupancy or use by Tenant of the Demised Premises or any part thereof, or the conduct or management of the business conducted by Tenant in the Demised Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or from any act or omission of Tenant, its agents, contractors, servants and employees, in or about the Demised Premises, the sidewalks adjoining same and the other Common Areas of the Shopping

Center used by Tenant in common with others. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

Tenant will, upon delivery of possession of the Demised Premises and during the Term of this Lease, or any renewal or extension thereof, at Tenant's sole cost and expense, obtain, maintain and keep in full force and effect:

(i) Comprehensive General Liability Insurance, including Blanket Contractual, Personal Injury, Broad Form Liability, Host Liquor Law Liability, and if Tenant shall be operating a restaurant, tavern or other establishment which sells or dispenses any drink or beverage containing alcohol, Dram Shop Liability, and Owned, Non-Owned and Hired Automobile coverages naming Landlord and Tenant, any mortgagee of the Shopping Center and any Landlord under a Lease of the property on which the Shopping Center is located, and any other designee of Landlord, as insureds, within minimum limits of $1,000,000.00 for injuries to any one person, and not less than $2,000,000.00 for injuries to more than one person and for damage to property in an amount of not less than $1,000,000.00 arising out of any one accident or occurrence, occurring upon, in or about the Demised Premises and Common Areas or the public portions of the Shopping Center arising out of or in connection with any act or omission of Tenant, its employees, agents, contractors, customers or invitees.

(ii) All Risk Insurance including, without limitation, sprinkler leakage and flood and earthquake, if flood and earthquake exposure exists, and vandalism and malicious mischief on a 100% replacement costs basis covering all contents, merchandise, inventory, equipment, floor coverings, fixtures and improvements. Tenant shall apply all insurance proceeds attributable to any of the foregoing items to the repair and restoration thereof. In addition, Tenant shall obtain and keep in full force and effect during the Term of this Lease Business Interruption Insurance with All Risk Perils and such other insurance in such amounts as Landlord shall reasonably require.

(iii) Worker's Compensation Insurance as required by law and Employer's Liability Coverage for a minimum of $100,000.00 per occurrence.

The above-described policies of insurance or a certificate thereof shall be delivered to Landlord upon delivery of possession of the Demised Premises to Tenant, together with proof of payment of premium and renewals thereof not less than thirty (30) days before its expiration date. Said policy and/or certificate shall contain an undertaking by the insurer to give Landlord not less than thirty (30) days' written notice of any cancellation or change in scope or amount of coverage of such policy. If Tenant fails to comply with this requirement, Landlord may obtain such insurance and keep same in effect and Tenant shall pay Landlord the cost thereof upon demand as Additional Rent.

Tenant agrees to keep in force fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. If Tenant fails to comply with this requirement, Landlord may obtain such insurance and keep same in effect and Tenant shall pay Landlord the cost thereof upon demand as Additional Rent.

20. FIRE DAMAGE, CASUALTY OR DESTRUCTION.

If the Demised Premises shall be damaged either partially or totally by fire, casualty, or destruction, through no fault of Tenant, if Landlord elects, this Lease shall continue in full force and effect, and the damages shall be repaired by and at the expense of Landlord, and the Fixed Minimum Rent, until such repairs shall be made, shall be apportioned according to the part of the Demised Premises which is usable by Tenant. No rights in favor of Tenant shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for reasonable delay on account of events of Force Majeure or any other cause beyond Landlord's control.

The foregoing to the contrary notwithstanding, if Landlord shall decide not to restore or not to rebuild the Demised Premises, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events, Landlord may, within sixty (60) days after such fire or other cause, give Tenant a notice in writing of such decision and thereupon the Term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Demised Premises and surrender the same to Landlord.

21. HAZARDOUS SUBSTANCES.

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproduction toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(a) TENANT'S RESTRICTIONS. Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Demised Premises or arising from Tenant's use or occupancy of the Demised Premises, including but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any oil, grease or Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws (hereinafter defined), as such Laws may be enacted or amended from time to time.

(b) ENVIRONMENTAL CLEANUP

(i) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances ("Law")

(ii) Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(iii) Should any Authority or any third party demand that a cleanup plan be prepared and a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Demised Premises or which arises at any time from Tenant's use or occupancy of the

Demised Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 21 (b) within ten (10) days following its request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Demised Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 21 (b).

(v) Tenant's obligations and liabilities under this Section 21 (b) shall survive the expiration of this Lease.

(c) TENANT'S INDEMNITY.

(i) Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith including reasonable attorneys' and reasonable consultants' fees, arising out of or in any way connected with any of the following: (A) any deposit, spill, discharge or other release of Hazardous Substances that occurs and are caused by Tenant during the term of this Lease, at or from the Demised Premises; (B) the violation of any Law and all other environmental laws or regulations; (c) Tenant's acts or omissions or Tenant's failure to provide all information, make all submissions and take all steps required by all Authorities under the Laws and all other environmental laws; (D) the violation of any of the provisions of this Section 21..

(ii) Tenant's obligations and liabilities under this Section 21 (c) shall survive the expiration or other termination of this Lease.

22. WAIVER OF SUBROGATION.

Landlord and Tenant each hereby release the other and their respective employees, agents and every person claiming by, through or under them, and Tenant hereby releases all other tenants in the Shopping Center of which the Demised Premises are a part, and the employees and agents of such tenants, from any and all liability or responsibility (to the other or anyone claiming by, through or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril normally covered by fire and extended coverage insurance policies, whether such insurance is in force or not, even if such loss or damage shall have been caused by the fault or negligence of the other party, their employees or agents, or such other tenants or any employee or agent thereof.

23. CONDEMNATION.

The parties hereto agree that if the whole Demised Premises, or any lesser portion thereof, shall be permanently taken by any public authority, or quasi-public

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authority, under the power of eminent domain, or like power, or condemned by competent authority for public or quasi-public use, as will make the Demised Premises unusable for the Permitted Use stated herein, then this Lease shall terminate from the date when possession of the part so taken shall be required for the Permitted Use for which it had been taken. If the Lease continues after a partial taking, the Fixed Minimum Rent shall abate proportionately as to the part of the Demised Premises taken. All compensation awarded for such taking of the building, the fee and the leasehold shall belong to and be the property of Landlord; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for the value of Tenant's trade fixtures. Tenant shall not be entitled to any damages for the unexpired portion of the Term of this Lease, or injury to its leasehold interest.

24. ASSIGNMENT AND SUBLETTING.

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this Lease, nor sublet or underlet, nor suffer or permit the Demised Premises or any part thereto be used by others without the prior written consent of Landlord in each instance, which Landlord may grant or withhold in its sole discretion.

If, with consent of Landlord, this Lease be assigned, or the Demised Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Fixed Minimum Rent and/or Additional Rent from the assignee, undertenant or occupant, and apply the net amount collected to the Fixed Minimum Rent or Additional Rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed to relieve Tenant of any of Tenant's obligations hereunder nor be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained, it being understood and agreed that Tenant named herein shall at all times remain the primary obligor under this Lease.

Any transfer of this Lease from Tenant by merger, consolidation, liquidation, operation of law or otherwise shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord. Tenant shall not permit any business to be operated in or from the Demised Premises by any concessionaire or licensee without the prior written consent of Landlord.

25. UTILITIES.

Tenant shall pay, upon delivery of the Demised Premises by Landlord, the cost of water/sewer, gas, electricity, fuel, light, heat, power, telephone, cable, and all other utilities furnished to the Demised Premises or used by Tenant in connection therewith, whether such utility costs are determined by separate metering or are billed by Landlord to Tenant as Additional Rent for Tenant's proportionate share of the utility costs. Tenant shall not install any equipment nor shall Tenant use the Demised Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Demised Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval (which may be withheld in Landlord's absolute discretion) and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of Demised Premises results in an increase to Landlord of any utilities expense or connection or user fees or charges for increased usage or capacity or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within ten (10) days of Landlord's written demand. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Demised Premises.

26. TAXES.

Tenant shall pay, during the Term of this Lease, all real estate taxes relating specifically to the Demised Premises and a pro rata share of all real estate taxes relating to the Common Areas and/or any other portion of the Shopping Center in which Tenant enjoys rights of use under this Lease as previously defined in Section 7 "Additional Rent".

Tenant shall be responsible for and shall pay before delinquent all municipal, county or state taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the Demised Premises by Tenant or the rents payable or the sales made by Tenant hereunder. In furtherance of the above, Tenant shall pay all taxes levied against personal property and trade fixtures placed by Tenant in or about the Demised Premises, including, but not limited to, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, refrigerators and HVAC Equipment, in the event the HVAC Equipment is in addition to the original equipment. If any such taxes are levied against Landlord or Landlord's property, and if Landlord pays same, or if the assessed value of Landlord's Demised Premises is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment, Tenant, upon demand, shall repay to Landlord the taxes so paid by Landlord or the proportion of such taxes resulting from such increase in assessment.

27. DEFAULT BY TENANT.

The occurrence of any one or more of the following events, referred to as an "Event of Default", shall constitute a breach of this Lease on the part of Tenant:

(i) If Tenant shall default in the payment of the rent reserved herein, or in the payment of any item of Additional Rent or other monies due hereunder, or any part of same, when the same is due, and such default shall not be cured within ten (10) days of Landlord's giving Tenant notice thereof;

(ii) If Tenant shall default in the observance of any of the other terms, covenants and conditions of this Lease and such default shall not be cured within thirty (30) days of Landlord's giving Tenant notice thereof; provided, however, if such non-monetary default cannot reasonably be cured within thirty (30) days, Tenant shall be entitled to an additional sixty (60) days to cure said default so long as Tenant commences said cure within the initial thirty (30) days and promptly pursues such cure to completion;

(iii) If Tenant shall fail to open to the public and commence business within sixty (60) days after delivery of possession of the Demised Premises to Tenant by Landlord (unless delayed by events of Force Majeure);

(iv) If the Demised Premises shall be abandoned, deserted or vacated;

(v) If Tenant closes for business for more than thirty (30) consecutive days for any reason other than fire or other casualty;

(vi) If Tenant shall sublet the Demised Premises or assign this Lease except as herein provided;

(vii) If Tenant shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated a bankrupt by any court and such adjudication shall not be vacated within sixty (60) days, or Tenant takes the benefit of any insolvency act, or Tenant be dissolved voluntarily or involuntarily or have a receiver of Tenant's

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property appointed in any proceedings other than bankruptcy proceedings, and such appointment shall not be vacated within sixty (60) days after it has been made;

(viii) If Tenant fails to adhere to any one or more of the Rules and Regulations and such failure shall not have been cured or commenced to be cured to the reasonable satisfaction of Landlord within ten (10) days after written notice thereof by Landlord to Tenant;

(ix) Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the entire Term of this Lease.

Upon the happening of any one or more of the "Events of Default" set out within this Section 27 (i)-(ix) as specified above, Landlord, at its option and election, may, (1) collect all payments of rent, additional rent or any other monies due from Tenant during the Term of this Lease as and when the same matures, (2) accelerate all payments of rent, additional rent, or any other monies due from Tenant for the remainder of the Lease Term, to become immediately due and payable in full, or (3) Landlord, or any other person by its order, may re-enter the Demised Premises using such force for that purpose as may be necessary, without process of law and without being liable to any prosecution therefor, or Landlord may recover possession of the Demised Premises by summary proceedings, and may elect either to terminate this Lease or not terminate the Lease. If Landlord elects not to terminate this Lease, Landlord may repair or alter the Demised Premises in such manner as to Landlord may seem necessary or advisable, and re-let the Demised Premises, and any and all parts thereof, for the whole or any part of the remainder of the original term hereof, or for a longer period, to any person, firm or corporation, in Landlord's name, or as the agent of Tenant, for whatever rent it shall obtain, and out of any rent so collected or received, Landlord shall, first, pay to itself the expense and cost incurred in re-entering, repossessing, repairing and/or altering the Demised Premises, and the expense of removing all persons and property therefrom, and secondly, pay to itself the cost of securing any new Tenant, or Tenants, and brokerage fees, and thirdly, to the payment of the rent due hereunder and the fulfillment of Tenant's covenants, and paying over to Landlord the balance, if any; and in case of its deficiency, Tenant shall remain liable therefor. Any entry or re-entry by Landlord, whether taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder.

Tenant hereby expressly waives service of any notice of intention to reenter. Tenant hereby waives any and all right to recover or retain possession of the Demised Premises or to reinstate or to redeem this Lease as is permitted or provided by or under any statute, law or decision now or hereafter in force and effect.

Landlord, in addition to the other rights and remedies given herein, and notwithstanding any statute or rule of law to the contrary, may retain as liquidated damages, any rent, deposit or monies received by Landlord from Tenant or others in behalf of Tenant upon the execution hereof.

Tenant hereby expressly agrees to reimburse Landlord for any reasonable attorneys' fees and any and all costs and expenses incurred by Landlord in enforcing or defending Landlord's rights and remedies under this Lease.

Landlord, in addition to the foregoing, shall be entitled to any other right or remedy existing in law or in equity. The foregoing rights and remedies are agreed to be cumulative, whereby the exercise of one remedy shall not preclude the subsequent election to proceed with any other remedy.

28. ACCESS TO DEMISED PREMISES.

Landlord and Landlord's representatives shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same or for making repairs, additions or alterations, or for the purpose of exhibiting same to prospective Tenants, purchasers or others, and during the last six (6) months of the Term of this Lease, Landlord may maintain "To Let" and "For Sale" signs upon the Demised Premises.

If an excavation shall be made upon land adjacent to the Demised Premises, or shall be authorized to be made, Tenant shall afford the person causing or authorized to cause such excavation, a license to enter upon the Demised Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Demised Premises form a part from injury or damage and to support same by proper foundations, without any claim for damage or indemnification against Landlord or diminution or abatement of rent.

29. QUIET ENJOYMENT.

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the Term of the Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

30. NOTICES.

All notices to be given pursuant to this Lease shall be in writing and shall either be served personally or sent by prepaid certified or registered mail to the address of the parties specified below, or to any other address specified by either party in the manner prescribed in this paragraph. Notices shall be effective upon mailing in the United States Mail, postage prepaid.

TENANT:	LANDLORD:
THE MONTGOMERY COUNTY COMMISSION c/o Donnie Mims P.O. Box 1667 Montgomery, AL 36102	The Town of Pike Road PO Box 1119 Pike Road, Al 334-272-9883 Office 334-272-9884 Fax

31. BROKERS. Landlord and Tenant acknowledge that the only real estate broker involved in this Lease is John Stanley & Associates, Inc. at 4747 Woodmere Blvd., Montgomery, AL 36106; Phone: 334-271-2475, Fax 334-271-2421, email mdauber@johnstanleyassociates.com, ("JS&A"), for which Landlord shall pay a commission to JS&A equal to the first month's Fixed Minimum Rent, as provided in Paragraph 5., plus six (6%) of the monthly rental, commencing the second month of the Term, received by Landlord during the Primary Term and any Extension Term, renewal term, or expansion of space related to this Lease. Each party agrees to indemnify and hold the other harmless from any commission which may be claimed otherwise on account of this Lease. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and/or assigns

32. MEMORANDUM OF LEASE.

The parties agree, upon request of either, to execute in recordable form a short

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form lease entitled "Memorandum of Lease," it being the intention of the parties that this Lease will not be recorded, but only a memorandum thereof, unless recording of this instrument is required by law or any mortgage of Landlord.

33. NO WAIVER.

The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

Furthermore, no delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. No requirements whatsoever of this Lease shall be deemed waived or varied because of either party's failure or delay in taking advantage of any default, and Landlord's acceptance of any payment from Tenant with knowledge of any default shall not constitute a waiver of Landlord's rights in respect to such default, nor of any subsequent or continued breach of any such default or any other requirement of this Lease.

34. HOLDOVER BY TENANT.

If Tenant shall be in possession of the Demised Premises after the Lease Termination Date, in the absence of any written agreement extending the Term hereof, then and in such event, Landlord and Tenant agree in addition to and not in limitation of Tenant's liability for Landlord's damages sustained as a result of the holdover (as provided above), the tenancy under this Lease shall become one from month-to-month, terminable by either party on thirty (30) days' prior written notice, at a monthly rental equal to one and one-half the monthly installment of Fixed Minimum Rent (as defined in Section 5 and Section 6 hereof) payable during the last month of the Term. Tenant shall also pay all other charges payable under the terms of the Lease, prorated for each month during which Tenant remains in possession. Such month-to-month tenancy shall also be subject to all other conditions, provisions and obligations of this Lease, except that during the period of any such holding over, Tenant shall not have the right to exercise any options conferred upon Tenant under this Lease. Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or other action based on holdover. Landlord's acceptance of any rental after the Lease Termination Date shall not constitute a waiver by Landlord of any of its rights under this Lease and shall not constitute an acknowledgment or agreement by Landlord that the Term of this Lease has been extended.

If Tenant fails to surrender the Demised Premises upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from Landlord liability resulting from such failure, including, without limitation, any claims made by any succeeding Tenant founded on such failures.

35. RELATIONSHIP OF PARTIES.

Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party, as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the term of this Lease be and remain that of Landlord and Tenant only.

36. CAPTIONS AND DEFINITIONS.

The captions to each paragraph contained herein are for convenience only and do not define, limit, or construe the contents of such paragraphs and are in no way to be construed as a part of this Lease.

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

37. LOSS AND DAMAGE; EXCULPATION.

Landlord shall not be liable for any damage to property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances, or plumbing works or from the roof, street, or sub-surface or from any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Demised Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Demised Premises or in the building of which they form a part. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from all claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be the willful act or gross neglect of Landlord.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that under no circumstances shall Landlord ever be liable of consequential or special damages. Tenant further agrees that Tenant shall look solely to Landlord's interest in the Shopping Center of which the Demised Premises are part and Landlord's personal property used in connection therewith for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord based upon any default hereunder, and no other property or assets of Landlord, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree.

38. AUTHORITY TO EXECUTE.
Landlord and Tenant do each hereby respectively represent to the other that it has the capacity and authority to enter into this agreement. Landlord owns the property described in **Exhibit "B"** or will own same prior to the commencement of the term herein.

39. LEASE GUARANTY.

If Tenant is a corporation, limited liability company or a partnership, the person signing this Lease on behalf of such corporation, limited liability company or partnership hereby warrants that he has full authority from such corporation, limited liability company or partnership to sign this Lease and obligate the corporation, limited liability company or partnership hereunder and said person and such other equity owners of Tenant as Landlord shall designate, hereby agree to execute a personal guaranty of all terms, conditions and obligations of Tenant, in the form attached hereto as **Exhibit "G"**.

If Tenant is an individual, Tenant unconditionally guarantees to Landlord and becomes personally liable for the full and timely payment, whether by declaration, acceleration or otherwise, of all Fixed Minimum Rent, Additional Rents, Common Area

Maintenance Expenses and other payments of any nature whatsoever during the Term of this Lease and any extensions or renewals thereof, along with any other amounts which may become due, including, without limitation, all costs and expenses of enforcement and collection including reasonable attorney's fees.

40. ENTIRE AGREEMENT. This instrument of Lease contains the entire and only agreement between the parties concerning the Demised Premises and no prior oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by Landlord and Tenant, and no oral agreement or representations for rental shall be deemed to constitute a Lease other than this agreement. This Lease shall not be binding until it shall have been executed by Tenant and Landlord.

41. SUCCESSORS IN INTEREST.

All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and permitted assigns. In the event Landlord or any successor owner of the Demised Premises shall convey or otherwise dispose of the Demised Premises and/or the Shopping Center of which the Demised Premises form a part, all liabilities and obligations of Landlord or such successor owner as Landlord under this Lease shall terminate upon such conveyance or disposal and written notice thereof to Tenant. Landlord shall have the right to assign this Lease without the consent of Tenant and thereafter Landlord shall have no liability hereunder.

42. ATTORNMENT

Tenant shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Landlord's interest in the Demised Premises, attorney to the purchaser or assignee and recognize such purchaser or assignee as Landlord under this Lease.

43. LANDLORD RIGHT TO CANCEL. Should the operation of Tenant's business be or become, or attract customers whose conduct is offensive, noxious, disruptive, abusive, obscene or threatening to Landlord, the other tenants in the Shopping Center or the customers, invitees or employees of said other Tenants, Landlord may, at Landlord's option, cancel and terminate this Lease, effective thirty (30) days after written notice thereof to Tenant.

44. WASTE; GOVERNMENTAL REGULATIONS.

Tenant shall not commit or suffer to be committed any waste upon the Demised Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Demised Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereafter be in force, pertaining to the Demised Premises, and shall faithfully observe in the use of the Demised Premises all municipal and county ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force including, without limitation, any schedules or rules and regulations relating to smoking and access of the handicapped.

45. SUBORDINATION.

Tenant agrees that this Lease shall, at Landlord's option, at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Demised Premises by Landlord, and Tenant agrees, upon demand and without cost, to execute such instruments as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy shall be and remain undisturbed, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect, provided, however, that Tenant fully performs all of its obligations under this Lease.

46. EXHIBITS AND ADDENDA.

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

<u>**Exhibit "A"**</u> Plot Plan for Shopping Center
<u>**Exhibit "B"**</u> Shopping Center Legal Description
<u>**Exhibit "C"**</u> Shopping Center Rules and Regulations
<u>**Exhibit "D"**</u> Specifications for Building
<u>**Exhibit "E"**</u> Sign Criteria
<u>**Exhibit "F"**</u> Confirmation of Rent Commencement Date
<u>**Exhibit "G"**</u> Lease Guaranty

47. NO SET-OFF

The obligation of Tenant to pay all Fixed Minimum Rent, Additional Rent and other sums hereunder provided to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien against or withhold, or deduct from and/or off-set against any rent or other sums provided hereunder to be paid Landlord by Tenant. Tenant waives and relinquishes any right to assert, other than as a claim or as a defense, that Landlord is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of Landlord not expressly herein set forth.

48. FORCE MAJEURE

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided that in no event shall any delay in Tenant's opening for business as a result of any such cause or causes be in excess of thirty (30) days. The provisions of this Section 48 shall not operate to excuse Tenant from prompt payment of Fixed Minimum Rent, Additional Rent or any other payments required by the terms of this Lease. No problem arising out of or relating to Tenant's computer software, hardware, external interfaces or external computing infra-structure shall be considered an event of Force Majeure or in any way excuse Tenant from full performance under this Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Agenda
OCT 2 1 2013

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

LANDLORD: **WITNESS:**

THE TOWN OF PIKE ROAD,

By: Gordon Stone
As Its: Mayor

Date:October 3, 2013

TENANT: **WITNESS:**

The Montgomery County Commission (For use as A Library)

By:Elton N. Dean, Sr.
As Its:Chairman

Date:October ____, 2013

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EXHIBIT "A"

PLOT PLAN FOR SHOPPING CENTER

EXHIBIT "B"

SHOPPING CENTER LEGAL DESCRIPTION

Commence at a rebar found at the called Northeast corner of Section 19, T16N, R20E, Montgomery County, Alabama according to Map of Pinkston Acres as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37, at Page 42 and run S01°06'54"E, 2,643.44 feet to a capped rebar found (CA-0031LS); thence run S00°29'47"E, 2,637.56 feet to a capped rebar found (CA-0031LS) on the North right of way of Vaughn Road (80' Right of Way) (a.k.a. Alabama Highway 110); thence run along said North right of way S88°57'03"W, 818.65 feet to a capped rebar found (CA-0031LS); thence continue along said North right of way S89°23'59"W, 459.41 feet to a capped rebar set (CA-0031LS) on the West side of a proposed 60 foot right of way and the point of beginning; thence from said point of beginning continue along said North right of way S89°23'59"W, 39.58 feet to a concrete right of way marker found; thence continue along said North right of way S89°53'54"W, 458.18 feet to a capped rebar found (CA-0031LS) at the Southeast corner of the TVM, L.L.C. and Vaughn and Pike, L.L.C. property as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Real Property Book 2654, at Page 925; thence along the East line of said property and leaving the North right of way of Vaughn Road run N00°23'15"W, 399.80 feet to a capped rebar set (CA-0031LS); thence leaving the East line of the TVM, L.L.C. and Vaughn and Pike, L.L.C. property run N89°51'48"E, 493.03 feet to a capped rebar set (CA-0031LS) on the West side of a proposed 60 foot right of way; thence run along said West side of proposed 60 foot right of way S01°03'52"E, 399.81 feet to the point of beginning. The above described property lying in the South ½ of the Southeast 1/4 of Section 19, T16N, R20E, Montgomery County, Alabama, and containing 4.55 acres more or less.

EXHIBIT "C"

SHOPPING CENTER RULES AND REGULATIONS

The following is a set of Rules and Regulations, which Tenant hereby agrees to follow in the daily operation of the Demised Premises:

(a) Upon the Rent Commencement Date, Tenant shall proceed with due diligence to open for business, and throughout the Term of this Lease, shall keep the Demised Premises actively open for business during Tenant's normal business hours.

(b) Tenant shall keep the Demised Premises in a careful, safe, clean and proper manner; and not permit any rubbish or refuse of any nature emanating from the Demised Premises to accumulate in the sidewalk area or rear delivery area.

(c) Tenant covenants and agrees that it will at no time advertise or conduct any "going-out-of-business", removal, fire, bankruptcy, auction or any other distress sale at the Demised Premises nor will Tenant conduct any "discount", "cut rate", "secondhand", "cancellations" or other business other than a "first class" retail business for Permitted Use.

(d) Tenant shall neither encumber nor obstruct the sidewalks adjoining the Demised Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place or cause to be placed any merchandise, signs, vending machines or anything else on sidewalk or exterior of the Demised Premises without prior written consent of Landlord.

(e) Tenant will load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door or doors of the Demised Premises, from 9:00 a.m. until 10:00 p.m. Normal delivery service to customers may be made through the front entrance.

(f) Tenant will keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Demised Premises, prepared for collection in the manner and at the times and places specified by Landlord and in accordance with the municipal regulations. Common dumpsters, as specified by Landlord, shall be used by Tenants in the Shopping Center, and Tenant agrees to pay its share of charges as determined by Landlord prior to commencement for said common dumpster.

(g) Tenant shall not solicit business in the Common Areas or distribute any handbills or other advertising matter in the Common Areas.

(h) Tenant shall prevent the Demised Premises from being used in any way which will injure the reputation of the same or the Shopping Center upon which the Demised Premises constitute a part or from being used in any way which may be a nuisance, annoyance, inconvenience or damage to the other Tenants or occupants of the Shopping Center, including without limiting the generality of the foregoing, the operation of any instrument or apparatus or equipment or the carrying on of any trade or occupation which emits an odor discernible outside of the Demised Premises or which may be deemed offensive in nature or noise by the playing of any musical instrument or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment which may be heard outside of the Demised Premises.

(i) Tenant shall carry in the Demised Premises a full and complete stock of seasonal merchandise offered for sale at competitive prices and maintain adequate equipment and personnel for the efficient service of its customers, and in general, employ its best judgement, efforts and abilities to operate the business conducted in the Demised Premises in a manner calculated to produce the maximum volume of sales obtainable.

(j) Tenant shall store all trash and refuse in appropriate containers within the Demised Premises and attend to the daily disposal thereof in the manner designated by Landlord. Tenant shall not burn any trash or rubbish in or about the Demised Premises or anywhere else within the confines of the Shopping Center.

(k) Tenant hereby agrees that no employees of Tenant shall use the parking area of the Shopping Center for their personal vehicles, except in an area which may be designated by Landlord for that purpose. Neither Landlord nor Tenant, nor anyone holding under or through either of them shall make any charge for the use of the foregoing facilities to the other or to the customers, invitees, or business guests of Landlord or of Tenant or of anyone else hereinbefore granted the right to use said facilities existing upon the Shopping Center, nor will either Landlord or Tenant permit anyone to make any such charge for such use.

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EXHIBIT "D"

SPECIFICATIONS FOR BUILDING

(a) Landlord shall furnish one (1) ton of heating/air conditioning per four hundred (400) square feet of space leased. Any other additional tonnage needed shall be the responsibility of Tenant, unless otherwise negotiated.

(b) Toilet room(s) is/are to be as designed by David Mullins, Architect.. All work and specifications will be performed in accordance with codes utilized by the City of Montgomery, AL.

(c) The finish floor of the toilet rooms shall be trowel finished and smooth concrete.

(d) The walls of the toilet room shall be taped and sanded sheetrock, and/or exposed concrete block.

(e) INTENTIONALLY DELETED

(f) The finish floor of the non storage area shall be trowel finished and smooth concrete. Landlord doesn't provide any other floor covering.

(g) The entire non storage area shall have a suspended exposed grid ceiling system with a 2' x 4' acoustical board ceiling. Ceiling height shall be ten (10) feet unless otherwise agreed upon between Landlord and Tenant.

(h) The interior walls of the non storage area are to be sheetrocked. However, all painting shall be Tenant's responsibility.

(i) Storefront shall be according to architect's plans.

(j) Entrance door shall be of a wide aluminum style door with single acting closer and cylinder deadlock.

(k) Interior lighting shall consist of exposed incandescent fixtures in the toilet room and two tube recessed fluorescent fixtures in the non storage area. Placement and location of fixtures in office to be at ten (10) foot intervals unless agreed upon, in writing, between Landlord and Tenant.

(l) Electrical wall outlets, to be installed by Landlord/contractor. Placement receptacles in retail area to be at approximately twenty (20) foot intervals. Any changes will be made, in writing, between Landlord and Tenant.

(m) Rear door and frame, if required, to be of a hollow metal type with latch set, cylinder deadlock and nonremovable pin hinges.

(n) Electrical service provided to the Demised Premises by Landlord shall be 100 AMP service, unless otherwise agreed upon, in writing, between Landlord and Tenant.

(o) An electrical outlet for Tenant's trade sign on canopy of the leased space shall be provided by Landlord.

(p) DELETED .

(q) Tenant agrees, prior to taking possession of the Demised Premises to reimburse Landlord for all expenses incurred in finishing Tenant's space to specifications other than and in addition to this **Exhibit "D"**. Landlord shall provide Tenant with an estimate of all such additional charges within fourteen (14) days of the last signature of this lease.

EXHIBIT "E"

SIGN CRITERIA

I. GENERAL

The advertising or informative content of all the signs shall be limited to letters designating the store name and/or type only and shall contain no other advertising devices, slogans, symbols, or marks (other than the store name and/or type of store). Insignias and/or trademark designs must be submitted to Landlord for approval and if in Landlord's opinion, it is compatible with the overall design intent of the entire center, Landlord may grant said approval.

The sign criteria written herein is intended to provide for diversified yet creative and attractive signing for the stores in the Shopping Center, allowing not only effective store identification for all stores, but a good design practice for the entire Shopping Center.

II. STOREFRONT SIGN

A. The design and location of all signs must be approved in writing by Landlord and shall be subject to Landlord's sole discretion as to design, size, and location. Tenant shall submit sign working drawings to Landlord and signs should not be made and no signs shall be installed until Landlord's written approval has been obtained by Tenant. The working drawings should indicate the following: 1) The type and size of all lettering; 2) The location of the sign in relation to the storefront; 3) Section through the sign to show its construction and method of attachment to the storefront; 4) Colored finishes, and types of all materials; 5) Wattages and light intensities. ***Landlord will provide illumination for signage.***

B. The requirements and restrictions for the storefront sign are as follows:

1) Sign shall be located only in the area of the storefront designated by the architect and Landlord. Sign must be within the limit of Tenant's storefront and centered within said storefront on the buildings "parapet facade", with trim on the boundaries, in a signage area that is 4' 2" high and 12' x 10" wide.

2) No exposed neon or fluorescent tubing, incandescent lamps, ballast boxes, electrical transformers, crossovers, or conduit shall be permitted.

3) All signs shall be fabricated and installed in compliance with all applicable building and electrical codes, and bear a U.L. label. Sign manufacturer

and/or installer shall be solely responsible for design and structural integrity of mounting hardware, method of attachment to building and sign construction. Sign company name, if on sign, shall be concealed.

4) Sign cabinets commonly known as "box signs" shall not be permitted except in the form of individual letters, numbers and approved emblems or symbols.

5) No sign or any part of signs shall be permitted on or attached to roof.

6) Flashing or moving lights, floodlights, outrigger lights, intermittent lights, lights with varying intensities or any animated signs will be not be permitted.

7) Temporary printed or painted signs on the storefront are not allowed.

III. UNDERCANOPY SIGN

If construction of under canopy area allows for the attachment of signs above the sidewalk, each store shall be allowed (but not required) the option of placing such sign. Sign shall be mounted flush with the bottom of the canopy truss within the area of each store's leased frontage. The sign shall be no larger than 12" x 30" and mounted horizontally in a method and location approved by Landlord. The sign may be a solid painted sign. Only store name or type is permitted on sign. Size, design, and color of lettering and of sign, graphics and location are all subject to approval by Landlord. Approval by Landlord shall be granted upon considering the overall attractiveness of the sign in order that all signs have some element of uniformity relative to the other store signs.

IV OTHER SIGNS

A. Window signs, whether on the interior or exterior of window glass, and whether painted, printed or illuminated are prohibited unless expressly agreed to by Landlord.

B. Painted signs on the exterior surface of any wall or window of the Demised Premises is prohibited.

C. Paper cloth material or cardboard signs, stickers, banners, flags, "A" type, sandwich type, curb signs, sidewalk signs or balloons or other gas filled devices shall not be permitted except upon special express permission by Landlord if in conjunction with temporary event. Landlord reserves right not to approve any sign in this paragraph (IV) C.

D. Small scale "signature sign" or store hours sign is allowed on one glass entrance door provided such sign does not exceed two feet (2') in height.

Any signage not specifically discussed herein which is contemplated by Tenant must have Landlord's authorization in writing. Installation of any sign without previous approval from Landlord shall be removed by Tenant upon request of Landlord.

EXHIBIT "F"

CONFIRMATION OF RENT COMMENCEMENT DATE

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Confirmation of Rent Commencement Date by and between ______________ ("Landlord") and ______________________ ("Tenant").

Pursuant to the Lease Agreement dated _________________ of the Demised Premises located at ____________________________,________________,____, Landlord and Tenant hereby confirm that the Rent Commencement Date of said Lease is _________________ and the Expiration Date of said Lease is _________________.

LANDLORD: **WITNESS:**

THE TOWN OF PIKE ROAD,

____________________________ ______________________________

By:Gordon Stone
As Its: Mayor

Date:_________________________

TENANT: **WITNESS:**

THE MONTGOMERY COUNTY COMMISSION FOR USE AS A LIBRARY

____________________________ ______________________________

Elton N. Dean Sr. Witness
As Its:Chairman

Date: _______________________

Agenda
OCT 2 1 2013

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EXHIBIT "G"

LEASE GUARANTY

In consideration of, and as a material inducement for the granting, execution and delivery of a certain Lease, dated contemporaneously with this Guaranty (herein the "Lease"), by The Town of Pike Road, the Landlord or Lessor therein named (herein the "Landlord") to The Montgomery County Commission For Use As A Library, the Tenant or Lessee therein named (herein the "Tenant"), and in further consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration paid by Landlord to the undersigned, The Montgomery County Commission For Use As A Library, (herein the "Guarantor"), the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby guaranty to the Landlord the full and timely payment of all rental amounts, as defined in the Lease, and any and all other sums, amounts and charges payable by Tenant under the Lease (herein collectively "Rent"), and hereby further guarantees the full and timely performance and observance of all obligations, covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant (herein "Other Tenant Lease Obligations"). The terms "Landlord", "Guarantor" and "Tenant" shall include each party's successors and assigns, and heirs and legal representatives as the case may be.

This Guaranty shall include any liability of Tenant which shall accrue under the Lease for any period preceding as well as any period following the stated term of the Lease. Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of Rent, or if Tenant should default in the performance or observance of any Other Tenant Lease Obligations, Guarantor shall and will immediately pay such Rent to Landlord, and shall and will immediately faithfully perform and fulfill all of such Other Tenant Lease Obligations. In addition, Guarantor will also immediately pay to Landlord all damages, costs and expenses including, without limitation, all attorney fees, court costs and disbursements incurred by Landlord that arise by reason of or as a consequence of any default by Tenant under the Lease or by the enforcement of this Guaranty. Grantor agrees that the termination of the Lease by Landlord due to Tenant's default shall not release Guarantor from any then existing, future or accruing obligations under the Lease.

Guarantor agrees it shall not have any rights based on suretyship or otherwise to stand in the place of the Landlord so as to compete with Landlord as a creditor of Tenant, unless and until all claims of the Landlord under the Lease shall have been fully paid and satisfied. Until all of the Tenant's obligations under the Lease have been performed and observed in full, Guarantor waives: (i) any right of subrogation against Tenant by reason of any payments or performance by Guarantor in fulfillment of any Tenant obligations under the Lease, and subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease; (ii) any right to enforce any remedy which Guarantor has or may have against Tenant by reason of any payments or performance by Guarantor in fulfilment of any Tenant obligations under the Lease; (iii) any right to require the application to Tenant's account of any security deposit or other credit in favor of the Tenant; (iv) the benefits and protection of any statute of limitations affecting Guarantor's liabilities under this Guaranty; (v) any act or omission of Landlord's that may increase Guarantor's liability under this Guaranty; and (vi) any and all notices and demands to which Guarantor might otherwise be entitled including notice as to Tenant's default under the Lease.

This Guaranty is an absolute and unconditional guaranty of payment and of performance, and the liability of Guarantor shall be primary, direct and immediate. It shall be enforceable against Guarantor without the necessity for any demand, pursuit of remedies or of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant. Guarantor irrevocably appoints Tenant as Guarantor's agent for the purpose of service of process related to this Guaranty.

This Guaranty shall be a continuing irrevocable guaranty. The validity of this Guaranty, the liability and obligations of Guarantor hereunder, and the rights and remedies of Landlord shall not be terminated, affected, modified, diminished or impaired by reason of: (i) the assertion or non-assertion of any rights or remedied reserved to Landlord pursuant to the Lease or allowed at law or in equity including without limitation termination of the Lease; (ii) Landlord's actions or inactions as to any collateral of Tenant's in which Landlord has or could have an interest; (iii) lack of enforceability of the Lease or any of its terms or provisions; (iv) any assignment by Landlord or Tenant of their interests in the Lease including subleasing of a portion of or all of the Lease premises; (vi) the renewal or extension of the term of the Lease; (vii) any modification, amendment, waiver of or change in any of the covenants, terms, conditions, agreements or provisions of the Lease by Landlord or Tenant; (viii) any extension of time, consent, release, waiver, indulgence or other action, inaction or omission as to or under the Lease by the Landlord or Tenant; (ix) any voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, arrangement, dissolution, assignment for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Tenant or its assets, whether or not notice thereof is given to Guarantor, including but not limited to the impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code, or from the decision of any court interpreting the same; (x) the sale, divestiture or other disposition of any or all of the interest Guarantor may have in Tenant or in any entity controlling or controlled by or under common control with Tenant; (ix) any other dealings or transactions or matter of things occurring between Landlord and Tenant; or (xii) any event or circumstance which might otherwise constitute a legal or equitable discharge or defense of Guarantor.

Guarantor warrants and represents that Guarantor: (i) has the full power, authority, legal right and capacity to execute, deliver, perform, and observe this Guaranty; (ii) has received a copy of this Guaranty and has had an opportunity to review and approve it prior to execution, (iii) is solely responsible for investigating the financial condition of the Tenant and has done so to Guarantor's satisfaction; (iv) has provided true, accurate and complete financial information as to Guarantor and Guarantor's finances; (v) is legally bound by this Guaranty which constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms.

In the event that this Guaranty shall be held ineffective or unenforceable by any court or competent jurisdiction, the Guarantor shall be deemed to be a tenant under this Lease with the same force and effect as if Guarantor were expressly named as a joint tenant therein. Guarantor expressly agrees (without in any way limiting its liability under any other provisions of this Guaranty) that the Guarantor shall, at the request of Landlord, in the event of the termination of the Lease due to the Tenant's default, enter into a new lease with the Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease.

To the extent permitted by law, Guarantor absolutely, unconditionally, and irrevocably waives any and all rights it may have to assert any defense, set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or to the obligations or liabilities of the Guarantor brought by Landlord to enforce the obligations or liabilities of Guarantor under this Guaranty or otherwise involving Landlord. As a further inducement to Landlord to make said Lease and in consideration therefore, the Guarantor hereby agrees that in any action, proceeding or counterclaim brought by either the Landlord or the Guarantor against the other on any matters whatsoever arising out of or in any way connected with the Lease in this Guaranty, the Guarantor will and hereby does waive any and all rights to a trial by jury.

The Guaranty shall be governed by and constructed in accordance with the laws of the jurisdiction in which the Lease premises are located. All of the Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein mentioned is intended to be in exclusion of or a waiver of any other right or remedy available to Landlord. If at any time in the term "Guarantor" shall include more than one (1) person or entity, the agreements, covenants, representations, warranties, obligations and liabilities of all such persons and entities under this Guaranty shall be joint and several. Each Guarantor's liability is unconditional and shall not be reduced or diminished by the release of any other Guarantor from their obligations. This Guaranty represents the entire agreement of the Guarantor and Landlord with respect to the Lease, the Tenant, the Lease premises and related matters, and there are no promises, undertakings, representations 7or warranties by Landlord with respect to those matters except as set forth in this Guaranty. Neither this Guaranty nor any of its provisions can be modified, amended, waived, or terminated, unless done in writing duly signed by Landlord.

IMPORTANT: READ BEFORE SIGNING.

THE TERMS OF THIS LEASE GUARANTY SHOULD BE READ CAREFULLY BECAUSE ONLY THE WRITTEN TERMS SET FORTH IN THIS DOCUMENT ARE ENFORCEABLE. ANY OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN DOCUMENT ARE NOT LEGALLY ENFORCEABLE. YOU MAY CHANGE THE TERMS OF THIS DOCUMENT ONLY BY ANOTHER WRITTEN DOCUMENT.

IN WITNESS WHEREOF, the Guarantor has executed this Lease Guaranty this _______day of October, 2013.

Guarantor: ________________________Witness:

By: ____
Typewritten name __________________ Typewritten Name__________________
Address: ___________________________
____
____

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Agreement
Between
Montgomery County Commission
And
Primed Physicians Inc. dba ALL MED Physicians™ , Inc. for Workers Compensation & Occupational Services

I. Parties to and Terms of the Agreement

This Agreement being a statement of understanding, and mutual obligations of the Montgomery County Commission ("MCC") and ALL MED Physicians™, Inc. ("ALL MED") have agreed upon and signed effective the ________ day of ____________________, 2013. ALL MED hereby warrants and represents that it is duly licensed under the laws of the State of Alabama.

II. Purpose and Authority

The MCC and ALL MED desire to set forth an agreement as to Workers Compensation and Occupational services provided by ALL MED to employees of the MCC who require the need of these services.

III. Network Provider

In return for being a provider of Workers Compensation and Occupational services for the MCC employees, ALL MED agrees to accept as payment in full in accordance with the BCBS fee schedule rate as per the appropriate CPT code(s). In addition, ALL MED agrees that all billing should be directed to BCBS of Alabama, PO Box 361787, Birmingham AL, 35236-1787, Attn: WRI Claims, and should be submitted with the standard HCFA 1500 form.

IV. Standards of care

ALL MED agrees to provide timely and appropriate care. In line with this, they agree to provide their regular standard of care to the MCC employees without billing in a manner not accepted by major insurers or the Alabama Workers Compensation Laws. They also agree to refer patients only to medical providers approved by the MCC. Neither the MCC nor its TPA will direct the care of any of the employees treated by ALL MED; and therefore, does not assume the liability for any care provided or not provided at the direction of ALL MED. ALL MED shall hold harmless the MCC for any claims due to the negligence of the staff. ALL MED will maintain acceptable medical malpractice coverage during the term(s) of this agreement in the amounts of at least 1m/2m per Incident / Aggregate and will provide proof of coverage to MCC upon request.

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V. Right of Review

ALL MED agrees that the MCC will have the right to review or audit billings to ensure compliance with this agreement. Furthermore, any remittance above the stipulations of the Agreement will be reimbursed to the MCC within 30 days of notification as will any underpayments be reimbursed to ALL MED within 30 days of notification.

VI. Records

ALL MED agrees to keep medical records for all MCC employees for the services rendered in such form and containing such information as may be available for inspection during normal business hours upon request. ALL MED agrees to maintain the confidentiality of information contained in the medical records of employees so as to comply with all applicable state and federal laws regarding the confidentiality of patient medical records. All employee records shall be protected in the same manner in which all other patient records are protected. ALL MEDical records shall be and remain the property of ALL MED.

VII. Reports and Protocols

ALL MED agrees to adhere to the MCC reporting requirement where an employee must have his/her physician authorization and treatment form completed and returned to him/her upon completion of the examination as well as any other agreements specified as a signed addendum to the Agreement. (see attached if applicable).

VIII. Dispute Resolution

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

IX. Term and Termination.

This Agreement shall commence upon the execution of this Agreement and continue for a period of thirty six (36) months. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods, subject to the termination provisions set forth in this Agreement.

In the event that either party is in default in the performance of any of its duties or obligations set forth in this Agreement, and such default is not substantially cured to the reasonable satisfaction of either party within thirty (30) days after written notice is given to the defaulting party specifying the default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. In addition, this agreement may be canceled without cause by either party upon sixty (60) days prior written notice.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the date shown on page one of this Agreement.

Montgomery County Commission	**ALL MED Physicians, Inc.**
______________________	______________________
Elton N. Dean, Sr. **Chairman**	**Dr. Don Brobst**

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Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

TTG

MEMORANDUM
September 19, 2013

TO: Donnie Mims
FROM: Tommy Gallion

RE: Workers Compensation & Occupational Services
Agreement with Primed Physicians, Inc., dba ALL MED Physicians™, Inc.

I have reviewed your September 17, 2013 memorandum and the September 13, 2013 e-mail from Scott Kramer to you. I have also reviewed the Agreement between Montgomery County Commission and Primed Physicians Inc dba ALL MED Physicians™, Inc. for Workers Compensation and Occupational Services.

The Agreement is in order and is legal and binding upon all the parties. I do not have any changes.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

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AMENDMENT TO AGREEMENT - SHARING OF ON-SITE PRIMARY CARE CLINICS

between

THE MONTGOMERY COUNTY COMMISSION

and

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD

AMENDMENT NO. 2 **DATE: September 3, 2013**

The above contract is hereby amended as follows (of original MOA dated August 2, 2010):

I. Participation and Location of Workers Compensation and Occupational Health Services

The location of the Primary Care Clinic to be used for Workers Compensation and Occupational Health services to be used by the participants of the City and the County is 310 South Hull Street, Montgomery, Alabama. The Montgomery Water Works and Sanitary Sewer Board will not participate in these services offered at this time.

II. Costs / Fees Associated with Workers Compensation and Occupational Health Services

The allocation of pass-through costs and management fees will be based on 90% assumed by the City and 10% assumed by the County. The pass-through costs, include, but are not limited to, items such as labs, supplies, staffing costs and drug testing costs. Management fees will be based on 30% of staffing costs.

{Execution on Following Page}

THE CITY OF MONTGOMERY

By: ______________________________

Todd Strange
Mayor

Date: ______________________________

MONTGOMERY COUNTY COMMISSION

By: ______________________________

Elton N. Dean, Sr.
Chairman

Date: ______________________________

MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD

By: ______________________________

Richard E. Hanan
Chairman

Date: ______________________________

Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

TTG.

MEMORANDUM
September 19, 2013

TO: Donnie Mims
FROM: Tommy Gallion

RE: Workers Compensation Medical Services
Agreement with CareHere, LLC Amendment 2
Memorandum of Agreement with City and Water Works

I have reviewed your September 18, 2013 memorandum and the September 13, 2013 e-mail from Scott Kramer to you. I also reviewed Amendment to Agreement – Sharing of On-Site Primary Care Clinics between The Montgomery County Commission ("MCC") and the City of Montgomery, Alabama and Montgomery Water Works and Sanitary Sewer Board Amendment No. 2 dated September 3, 2013. In addition, I reviewed Amendment No. 1 to the above stated Agreement and the original Agreement that was dated in the first paragraph as August 2, 2010, but not actually executed until October/November 2011.

I reviewed Amendment 2 to the MCC and CareHere LLC Agreement which is dated to become effective on November 1, 2013 and amends the January 9, 2008 Agreement. I reviewed Amendment No. 1 dated April 1, 2009 and amends the January 8, 2008 Agreement and its exhibits.

You have asked me to opine on Amendment No. 2 dated September 3, 2013 spelled out above. There is a numbering problem – "III" should be "II" and that is the only correction I see that needs to be made. The language is straight forward. The Amendment is legal and binding upon all the parties.

I am of the opinion that the services provided for in these amendments to the agreements are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this amendment to the agreement should not be executed if it is the desire of the Commissioners.

50051-317
4856940_1

6-4

Amendment 2 to the Montgomery County Commission and CareHere LLC Agreement

This Amendment to the Agreement is entered into and effective November 1, 2013 and is intended to amend the Employer Agreement by and between Montgomery County Commission ("Employer") and CareHere, LLC ("CareHere") dated January 9, 2008.

The following exhibit shall be added, in its entirety, to the Agreement as follows:

Exhibit C

Workers Compensation and Occupational Health Services

CareHere agrees to provide to Employer such Worker's Compensation and Occupational Health Services described in this Exhibit C. In accordance with Article II of the Employer Agreement, Employer will be responsible for the costs associated with such provision. However, nothing in this Exhibit is intended to limit the abilities of CareHere and Employer to amend and change the quoted costs by mutual agreement.

A. MEDICAL TREATMENT:

It is recommended that employees report work-related injury/illness according to Employer's notification policy. It is recommended that supervisors send employees to the CareHere facility or an after-hours facility when the CareHere facility is closed. A qualified Medical Profession will provide an medical service performed at the CareHere facility. Medical treatment will include assessment, diagnosis, treatment and evaluation of injury and/or illness. Referrals will be made as needed and within network.

Occupational Health Services may include, but are not limited to physicals (including police, fire, DoT, and fitness for duty) drug screenings (including hair and urine), breath alcohol tests, and medical review officer analysis of non-negative drug screenings.

B. INJURY CASE MANAGEMENT:

CareHere will provide Injury Case Management services including, but not limited to, assessment, treatment planning, implementation of treatment plan, preparation of records for physician visits, serving as consultants to patients, claim administrators, absence control case managers and the outside medical community, as well as the Employer as necessary and where permitted by law. If requested by Employer, CareHere will also participate in Employer's safety and/or risk management meetings, if any.

7-2

C. ADVOCACY/CONSULTATION:

CareHere will provide advocacy and consultation service to include: on-going staff consultation with Employer, Employer's EAP service, Risk Management, Absence Control, Environmental Health & Safety, Benefits, Human Resources and other departments as necessary and relative to the services described herein.

D. OCCUPATIONAL HEALTH STRATEGY/IMPLEMENTATION:

CareHere, in partnership with Employer, will provide occupational health strategy implementation services to include on-going planning, development and/or modification and implementation of occupational health process improvements, quality assurance and customer satisfaction issues relative to the services described herein.

E. COMPENSATION FOR OCCUPATIONAL/WORKERS COMPENSATION SERVICES.

Pass-through costs: Employer shall be responsible for the costs associated with the Occupational/Workers Compensation Services which will include, but are not limited to, the pass through costs of items such as labs and supplies, staffing costs, and drug testing costs. Should such costs exceed their expected costs, as discussed between CareHere and Employer, CareHere shall notify Employer within a reasonable time of learning of the increased cost and will no longer provide such service until the increased cost has been approved by Employer. CareHere will invoice Employer per Article II of the Employer Agreement.

Management Fee: In addition, all staffing costs associated with delivery of Occupational/Workers Compensation Services per this agreement will be multiplied by 30% and billed to Employer. Occupational/Workers Compensation Services Invoice Formula: Actual Staff Total Costs Associated with Occupational Health Services x .30 = Invoice amount for Management Fee. CareHere will invoice Employer per Article II of the Employer Agreement.

Clinic Start-up Costs: CareHere agrees to waive the Set-up for Occupational/Workers Compensation services described in Section 2.01 of the Agreement because the City of Montgomery has agreed to cover the $35,000 expense of setting up the clinic in accordance with CareHere's agreement with City of Montgomery.

7-3

IN WITNESS WHEREOF, CareHere and Employer have executed and delivered this Addendum to the Agreement as of the date first above written.

Montgomery County Commission	**CareHere Management, PLLC**
By: ____________________	By: ____________________
Print: Elton N. Dean, Sr.	Print: Ben Baker
Title: Commission Chairman	Title: Chief Operating Officer
Address:	Address:
P. O. Box 1667	5141 Virginia Way, Suite 350
Montgomery, AL 36102	Brentwood, TN 37027
Date: ____________________	Date: ____________________

7-4

Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

TTG

MEMORANDUM
September 19, 2013

TO: Donnie Mims
FROM: Tommy Gallion

RE: Workers Compensation Medical Services
Agreement with CareHere, LLC Amendment 2
Memorandum of Agreement with City and Water Works

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50051-317
4856940_1

7-5

MONTGOMERY
AREA CHAMBER OF COMMERCE

October 3, 2013

The Honorable Dan Harris
Vice Chairman Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Consideration of Chamber request for 10% of County lodgings tax increase to be reinvested in tourism development

Dear Vice Chairman Harris:

On behalf of the Chamber Executive Committee and Board, we want to thank you for your strong commitment to the economic growth and betterment of Montgomery County through your partnership with the Montgomery Area Chamber of Commerce.

The Chamber is appreciative of the County's approval of the FY14 budget, which includes level funding for the County's base contract with the Chamber for economic development, in the amount of $300,000. Regarding funding derived from lodgings fees, we request that the FY14 contract between the Chamber and Montgomery County reflect 10% of the growth anticipated from the tax increase recently levied by the County upon the Montgomery lodgings industry.

In a spirit of partnership, the Chamber has worked to assist the County in identifying much needed sources of revenue. In order to continue to demonstrate strong performance and economic return to the County, the Chamber requests a modest 10% of the new revenues generated by the 75-cent County lodgings tax increase to be reinvested in the Chamber for tourism development. Based on our collection estimates, we propose that the terms of the FY14 County/Chamber contract reflect the following:

"22% of lodgings fee collections, up to a cap of $450,000."

That amount assumes slight growth in the $370,000 FY13 contract cap, and dedicates approximately 10% of the new revenues generated by the 75-cent tax increase to be reinvested in tourism development. The City of Montgomery has committed that 10% of its recent lodgings tax increase will be dedicated to the Chamber for tourism marketing.

Montgomery has tremendous potential as a tourism destination, particularly in light of the upcoming 2015 Civil Rights commemorations. The Chamber is honored to have the confidence of the Montgomery County Commission, and we look forward to even greater growth of Montgomery's tourism and economic potential.

Sincerely,

Horace H. Horn, Jr.
Chairman

BUILDING BUSINESS. BUILDING MONTGOMERY AND THE River REGION.

POST OFFICE BOX 79 41 COMMERCE STREET MONTGOMERY, AL 36101
TEL: 334.834.5200 FAX: 334.265.4745 MACC@MONTGOMERYCHAMBER.COM WWW.MONTGOMERYCHAMBER.COM

8.2

ACCA
Association of County
Commissions of Alabama
67 Counties, One Voice

September 19, 2013

INVOICE

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

2013-2014 Association Dues $13,796

Please make checks payable to ACCA and mail to:
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due October 1, 2013

9.2

ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION

September 1, 2013

ACCMA ANNUAL MEMBERSHIP DUES

Renewal Form for 2013-2014 Membership Year
(October 1, 2013 – September 30, 2014)

Organization Name: Montgomery County Commission Telephone: 334/832-1210

Address: P.O. Box 1667, Montgomery, AL 36102-1667 Web Address: www.mc-ala.org

You are receiving this membership renewal form because you were a member of the Alabama City/County Management Association during the 2012-2013 membership year. In order to continue to receive all ACCMA mailings and to attend the association's two annual educational events, persons must be current ACCMA members. Eligible members include City and/or County Managers, Administrators, Assistant Managers, Assistant Administrators, Clerks, Finance Directors, Accounting Clerks, Personnel Directors, Mayors, Council Members, Chairpersons, Commissioners, other administrative & assistant administrative personnel, MPA students and professors from Alabama's colleges and universities, and companies in good standing with the Association whose products or services do not compete with the ALM or ACCA. Renewal of membership in ACCMA for 2013-2014 is due October 1, 2013. Direct any questions regarding ACCMA membership to Marcia Collier at 334-263-7594 or mcollier@alabamacounties.org.

Name: Donnie Mims Title: County Administrator Email: donaldmims@mc-ala.org

Name: Scott Kramer Title: Risk Manager Email: scottkramer@mc-ala.org

Name: ____ Title: ____ Email: ____

Name: ____ Title: ____ Email: ____

Name: ____ Title: ____ Email: ____

Name: ____ Title: ____ Email: ____

Name: ____ Title: ____ Email: ____

Name: ____ Title: ____ Email: ____
(use additional paper, if needed)

Total Amount Enclosed: $100.00 ($50 city/county members - $10 students - $100 companies)

Renewal Due October 1, 2013!

FAX FORM TO: 334-263-7678

Please make checks payable to: **Alabama City/County Management Association**
and mail to: ACCMA, P.O. Box 5040, Montgomery, AL 36103-5040

10-2

CARPDC
CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION
AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMORANDUM

TO: Montgomery County Commissioners

FROM: Sara Byard
Community Development Director Sara Byard

DATE: October 19, 2013

RE: ADECA CDBG Grant No. CY-ED-PF-13-004
Utility Extensions for DAS North America, Inc.
Selection of Startley General Contractors & Approval of Award of Contract

---

I am writing to notify you that bids on the utility extensions were received and tabulated by Goodwyn, Mills and Cawood, Inc. (GM&C). GM&C's recommendation, the bid tabulation, and the bid bond are attached. The low bidder was Startley General Contractors, and the bid tabulation came in as follows:

Jordan Excavating	$297,824.00
Startley General Contractors	$169,585.00
WS Newell	$176,683.45
Liberty Construction	$224,858.15
B&B Underground	$176,925.50

The grant budget included $211,590 for construction, therefore the low bid is $42,005 under budget. I am writing to request that you **formally approve the selection** of Startley General Contractors for work on the CDBG Grant benefiting DAS North America, Inc., and **move forward to enter into a contract** with them at your meeting on Monday, October 21st. Thank you.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976
www.CARPDC.COM

12-2

GOODWYN | MILLS | CAWOOD

October 18, 2013

Mr. Elton N. Dean, Sr.,
Chairman
Montgomery County Commission
101 S. Lawrence Street
Montgomery, Al 36104

RE: **Utility Extensions for DAS North America, Inc**
Montgomery County Commission
CDBG PROJECT NO. CY-ED-PF-13-004
GMC PROJECT NO. CMGM-130066

Dear Mr. Dean:

Goodwyn, Mills & Cawood, Inc. has reviewed the bids submitted for the referenced project received by 2:00 p.m. CDT Thursday, October 17, 2013.

The low bidder was Startley General Contractors Inc. of Blountsville, AL. Goodwyn, Mills & Cawood, Inc. recommends award of the contract to Startley General Contractors Inc. in the amount of $169,585.00. We have enclosed a bid tabulation for your files.

If the award is made, please sign the four (4) copies of the Notice of Award and return all copies to our office for further processing as soon as possible.

Should you have any questions, please call.

Sincerely,

Max Vaughn, P.E.

Enclosure

xc: Mr. Jim Tinney; ADECA
Mr. Donnie Mims; Montgomery County Commission
Mrs. Sara Byard, CARPC
File CMGM-130066 BD

GOODWYN, MILLS AND CAWOOD, INC.
2660 EastChase Lane, Suite 200
Tel 334.271.3200 Fax 334.272.1566
GMCNETWORK.COM

T:\MONTGOMERY\GMCM PROJ\MONTGOMERY COUNTY COMMISSION\13-0066 DAS CDBG UTILITY PROJECT\5 BID DOCUMENTS - CONSTRUCTION CONTRACTS\AFTER BID OPENING\DEAN.L RECOMMEND AWD.DOC

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

12-3

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

PH&J #1305GVA

Project: Repaving At Montgomery County DHR Bldg. For Montgomery County Comm.

TABULATION OF BIDS

Time & Date: September 17, 2013 @ 2:00pm
Place: 2nd Floor in the Purchasing Department Conf Rm, Montg. Co. Courthouse Annex 1, Montgomery, AL

CONTRACTOR	BASE BID	TOTAL
Alexander Sealcoating	$149,609.00	$149,609.00
Liberty Design & Construction Co., Inc.	$180,300.00	$180,300.00
Wiregrass Construction, Inc.	$193,429.00	$193,429.00

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

By: Patrick Addison

Patrick Addison, Vice President

Notary: Kristie D. Hutto

Kristie Hutto

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 10, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

13-2

PH&J architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA
J. Roland Pond, AIA
Renis O. Jones, III, AIA
E. Griffin Harris, AIA
Patrick T. Addison, AIA

Monday, September 23, 2013

Mr. John Mitchell
Montgomery County Commission, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Miscellaneous Architectural Improvements for the Montgomery County Commission to the Montgomery County Department of Human Resources Building – Paving Project: PH&J #1305-GVA

Mr. Mitchell:

Bids were received on this project on Tuesday, September 17, 2013 at 2:00 pm (Central Time) with three bidders submitting sealed proposals:

1.	Alexander Sealcoating	$149,609.00
2.	Liberty Design & Construction Co, Inc.	$180,300.00
3.	Wiregrass Construction, Inc.	$193,429.00

It is our recommendation that the Montgomery County Commission award this project to Alexander Sealcoating and enter into a construction contract for the amount of $149,609.00, the amount of their bid.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

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

Cc: Pat Silas, File

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 25, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator JAM

SUBJECT: Final Payment to CannDauson Cons., Inc for East Probate & Revenue Office

CannDauSon Construction, Inc. has submitted a request for final payment for their East Probate & Revenue Office contract in the amount of $26,548.71. This project has been completed and all documents and warranty papers have been turned over to Patrick Litchfield, Plant Maintenance Manager. This request has been reviewed by Chambless/King Architects and they clarified that all charges are correct.

I recommend that the Commission agree to place this request on the October 21, 2013 agenda for approval.

Thank you for your assistance in this matter.

JAM/tm

14-2

CHAMBLESS KING
architects

TRANSMITTAL SHEET

To: John Mitchell **Date:** 09.16.13

Company: Montgomery County Commission

Re: East Probate & Revenue Office

Project #: 21205

Transmitted:

- ☐ HEREWITH
- ☐ UNDER SEPARATE COVER
- ☐ UPS/FEDEX/AIRBORNE
- ☐ U.S. MAIL
- ☒ DELIVERY/PICK-UP
- ☐ DRAWINGS
- ☐ SHOP DRAWINGS/SUBMITTALS
- ☒ CERTIFICATE FOR PAYMENT
- ☐ CHANGE ORDER
- ☐ OTHER

Copies	Date	Description
3	08.02.13	**Contractor's Pay Request No. 7 (Final – Retainage)**

For:

- ☐ APPROVAL
- ☐ REVIEW & COMMENT
- ☐ USE/RECORD
- ☐ REVIEW & RESUBMIT
- ☐ PER REQUEST
- ☒ PAYMENT

Remarks:
Please return one fully executed copy to both Chambless King Architects and CannDauSon Construction for our records.

By: John Chambless
Chambless King Architects

14-3

CONTRACTOR'S REQUEST FOR PARTIAL PAYMENT

Project Name: Tenant Improvements - Montgomery Commission - Probate and Revenue Office East
Invoice Number: 7

Project No: 21205
Date: 8/2/2013

OWNER	CONTRACTOR AND REMITTANCE ADDRESS
Montgomery Co. Commission PO Box 1667 Montgomery, AL 36102-1667	CannDauSon Cons., Inc. PO Box 680423 Prattville, AL 36068

COMPLETE	TOTAL CONTRACT	APPROX. % COMPLETE	AMOUNT COMPLETE
1. TOTAL ORIGINAL CONTRACT	$ 546,590.00	100.00%	$ 546,590.00
2. CHANGE ORDER No (s) 1 through 5	$ (15,615.92)	100.00%	$ (15,615.92)
3. TOTAL ADJUSTED CONTRACT (Lines 1 + 2)	$ 530,974.08	100.00%	$ 530,974.08
4. STORED MATERIALS - MUST ATTACH INVENTORY OF STORED MATERIALS LIST			$ -
5. TOTAL AMOUNT COMPLETE PLUS STORED MATERIALS (Lines 3 + 4)		100.00%	$ 530,974.08
6. LESS RETAINAGE (5%)			$ -
7. SUBTOTAL #1 (Line 5 Minus Line 6)			$ 530,974.08
8. ONE-HALF CASH DISCOUNTS TAKEN	$ -		
9. SALES AND USE TAX SAVINGS (10%)	$ 14,939.33		
10. NET MAT. INVOICES PAID (1 through 11)	$ 149,393.32		
11. TAX AGREEMENT TOTAL (Lines 8 + 9 + 10 only)			$ 164,332.65
12. SUBTOTAL #2 (Line 7 Minus Line 11)			$ 366,641.43
13. LESS TOTAL OF PREVIOUS PARTIAL PAYMENTS			$ 340,092.72
14. BALANCE DUE CONTRACTOR THIS ESTIMATE (Line 12 Minus Line 13)		***RETAINAGE***	$ 26,548.71

OUTSIDE ARCHITECT APPROVAL (If applicable)

BY: [signature] DATE: 9-13-13

OWNER APPROVALS:

BY ______ DATE: ______

BY ______ DATE: ______

BY ______ DATE: ______

CONTRACTOR CHECKED AND APPROVED

I CERTIFY THAT THE ABOVE ACCOUNT IS CORRECT AND JUST, THAT THERE ARE NO PENDING MATERIAL INVOICES ASSOCIATED WITH THE PERCENTAGES BILLED ON THIS PAY APPLICATION, THAT IT IS REPRESENTATIVE OF THE AMOUNTS BILLED TO ME BY MY SUBCONTRACTORS, AND THAT PAYMENT FOR THIS WORK HAS NOT BEEN RECEIVED.

BY [signature] DATE: 8/2/13

TITLE: V. President

Contractor Pay App Seven - Template.xls, Partial Request

Revised 07/13/07

14-4

SCHEDULE OF VALUES

Project Name: Tenant Improvements to the Montgomery Commission - Probate & Revenue Office East - Montgomery, AL	**CONTRACTOR:** CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068	DATE OF REPORT	- 8/2/13
PROJ#: 21205		PROCEED DATE	-
	ARCHITECT: Brown Chambless Architects c/o Chambless King Architects Montgomery, AL	PROJECTED COMPLETION DATE	4/26/2013

A	B				C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	General Requirements											
1a	Supervisors & Helpers	1	ea	$23,510	$23,510.00	$23,510.00			$23,510.00	100.00%		$1,175.50
1b	Permit, Bond, Insurance & Ad of	1	ea	$8,869	$8,869.00	$8,869.00			$8,869.00	100.00%		$443.45
	Completion											
1c	CPM Schedule	1	ea	$1,200	$1,200.00	$1,200.00			$1,200.00	100.00%		$60.00
1d	Temporary Facilties & Clean Up	1	ea	$5,606	$5,606.00	$5,606.00			$5,606.00	100.00%		$280.30
1e	Fuel & Project Management	1	ea	$1,836	$1,836.00	$1,836.00			$1,836.00	100.00%		$91.80
	Sitework											
2a	Protection, Clean & Demolition	1	ea	$11,283	$11,283.00	$11,283.00			$11,283.00	100.00%		$564.15
	Concrete											
3a	Hydraulic Cement Underlayment	1	ea	$400	$400.00	$400.00			$400.00	100.00%		$20.00
	Allowance - 100 SF @ $4.00											
	Metals											
4a	Miscellaneous Steel	1	ea	$2,860.00	$2,860.00	$2,860.00			$2,860.00	100.00%		$143.00
	Wood, Plastics & Composites											
6a	Rough Carpentry	1	ea	$1,728.00	$1,728.00	$1,728.00			$1,728.00	100.00%		$86.40
6b	Architectural Woodwork											
	Probate Teller	1	ea	$64,260.00	$64,260.00	$64,260.00			$64,260.00	100.00%		$3,213.00
	Revenue Teller	1	ea	$13,668.00	$13,668.00	$13,668.00			$13,668.00	100.00%		$683.40
	Security	1	ea	$3,570.00	$3,570.00	$3,570.00			$3,570.00	100.00%		$178.50
	Waiting	1	ea	$1,020.00	$1,020.00	$1,020.00			$1,020.00	100.00%		$51.00
	Breakroom 107	1	ea	$3,060.00	$3,060.00	$3,060.00			$3,060.00	100.00%		$153.00
	Breakroom 203	1	ea	$2,040.00	$2,040.00	$2,040.00			$2,040.00	100.00%		$102.00
	Thermal & Moisture Protection											
7a	Building Insulation (See Drywall)											
7b	Joint Sealants	1	ea	$169.00	$169.00	$169.00			$169.00	100.00%		$8.45
	Openings											
8a	Steel Doors & Frames	1	ea	$1,639.00	$1,639.00	$1,639.00			$1,639.00	100.00%		$81.95

SCHEDULE OF VALUES

Project Name: Tenant Improvements to the Montgomery Commission - Probate & Revenue Office East - Montgomery, AL **PROJ#: 21205**	**CONTRACTOR:** CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068	DATE OF REPORT 8/2/13 PROCEED DATE
	ARCHITECT: Brown Chambless Architects c/o Chambless King Architects Montgomery, AL	PROJECTED COMPLETION DATE 4/26/2013

A	B				C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
8b	Flush Wood Doors	1	ea	$3,290.00	$3,290.00	$3,290.00			$3,290.00	100.00%		$164.50
8c	Finish Hardware	1	ea	$29,207.00	$29,207.00	$29,207.00			$29,207.00	100.00%		$1,460.35
8d	Aluminum SF & Glass & Glazing	1	ea	$21,391.00	$21,391.00	$21,391.00			$21,391.00	100.00%		$1,069.55
	Finishes											
9a	Metal Studs, Drywall & Acoustical											
	Metal Stud Framing	1	ea	$12,661.00	$12,661.00	$12,661.00			$12,661.00	100.00%		$633.05
	D/W Hanging & Insulate Walls	1	ea	$10,082.00	$10,082.00	$10,082.00			$10,082.00	100.00%		$504.10
	D/W Finishing	1	ea	$7,054.00	$7,054.00	$7,054.00			$7,054.00	100.00%		$352.70
	Acoustical Framing	1	ea	$5,980.00	$5,980.00	$5,980.00			$5,980.00	100.00%		$299.00
	Acoustical Lay In Tiles	1	ea	$10,999.00	$10,999.00	$10,999.00			$10,999.00	100.00%		$549.95
9b	Resilient Flooring & Base	1	ea	$10,288.00	$10,288.00	$10,288.00			$10,288.00	100.00%		$514.40
9c	Carpet	1	ea	$14,688.00	$14,688.00	$14,688.00			$14,688.00	100.00%		$734.40
9d	Cleaning & Waxing	1	ea	$2,563.00	$2,563.00	$2,563.00			$2,563.00	100.00%		$128.15
9e	Painting	1	ea	$8,160.00	$8,160.00	$8,160.00			$8,160.00	100.00%		$408.00
	Specialties											
10a	Fire Extinguisher Cabinets	1	ea	$464.00	$464.00	$464.00			$464.00	100.00%		$23.20
10b	Toilet Accessories	1	ea	$2,824.00	$2,824.00	$2,824.00			$2,824.00	100.00%		$141.20
10c	Lockers	1	ea	$2,017.00	$2,017.00	$2,017.00			$2,017.00	100.00%		$100.85
	Mechanical											
15a	Plumbing											
	Mobilization	1	ea	$816.00	$816.00	$816.00			$816.00	100.00%		$40.80
	Demolition	1	ea	$3,468.00	$3,468.00	$3,468.00			$3,468.00	100.00%		$173.40
	Floor Patch	1	ea	$886.00	$886.00	$886.00			$886.00	100.00%		$44.30
	Rough In Underground	1	ea	$2,550.00	$2,550.00	$2,550.00			$2,550.00	100.00%		$127.50
	TO Vents Walls & Ceilings	1	ea	$2,040.00	$2,040.00	$2,040.00			$2,040.00	100.00%		$102.00
	TO Water Walls & Ceilings	1	ea	$4,590.00	$4,590.00	$4,590.00			$4,590.00	100.00%		$229.50
	Fixtures	1	ea	$5,916.00	$5,916.00	$5,916.00			$5,916.00	100.00%		$295.80
	Insulation	1	ea	$2,040.00	$2,040.00	$2,040.00			$2,040.00	100.00%		$102.00
15b	HVAC											

SCHEDULE OF VALUES

Project Name: Tenant Improvements to the Montgomery Commission - Probate & Revenue Office East - Montgomery, AL **PROJ#: 21205**	**CONTRACTOR:** CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068	DATE OF REPORT 8/2/13 PROCEED DATE
	ARCHITECT: Brown Chambless Architects c/o Chambless King Architects Montgomery, AL	PROJECTED COMPLETION DATE 4/26/2013

A ITEM NO.	B DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED PREVIOUS APPLICATIONS	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED TO DATE	G TOTAL COMPLETED AND STORED TO DATE	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
	Project Startup	1	ea	$1,020.00	$1,020.00	$1,020.00			$1,020.00	100.00%		$51.00
	Demo	1	ea	$2,040.00	$2,040.00	$2,040.00			$2,040.00	100.00%		$102.00
	Airside	1	ea	$28,519.00	$28,519.00	$28,519.00			$28,519.00	100.00%		$1,425.95
	Equipment	1	ea	$17,340.00	$17,340.00	$17,340.00			$17,340.00	100.00%		$867.00
	Controls	1	ea	$8,160.00	$8,160.00	$8,160.00			$8,160.00	100.00%		$408.00
	Equipment Startup	1	ea	$1,020.00	$1,020.00	$1,020.00			$1,020.00	100.00%		$51.00
	Test and Balance	1	ea	$1,285.00	$1,285.00	$1,285.00			$1,285.00	100.00%		$64.25
15c	Fire Protection System	1	ea	$28,002.00	$28,002.00	$28,002.00			$28,002.00	100.00%		$1,400.10
	Electrical											
16a	Electrical											
	Demolition	1	ea	$8,160.00	$8,160.00	$8,160.00			$8,160.00	100.00%		$408.00
	Conduit, Junction Boxes, Con-	1	ea	$41,865.00	$41,865.00	$41,865.00			$41,865.00	100.00%		$2,093.25
	nectors, straps, etc.											
	Lighting	1	ea	$34,476.00	$34,476.00	$34,476.00			$34,476.00	100.00%		$1,723.80
	Electrical Panels, Circuit Breakers,	1	ea	$32,742.00	$32,742.00	$32,742.00			$32,742.00	100.00%		$1,637.10
	Disconnect Switches, Underground											
	Wiring from Transformer to New											
	Service											
	Fire Alarm	1	ea	$5,565.00	$5,565.00	$5,565.00			$5,565.00	100.00%		$278.25
	Structured Cabling	1	ea	$25,704.00	$25,704.00	$25,704.00			$25,704.00	100.00%		$1,285.20
	Subtotal Original Contract				**$546,590.00**							
	Change Order No. One											
1	General Requirments											
	Delete CPM Requirement	1	ea	-$1,200.00	-$1,200.00	-$1,200.00			-$1,200.00	100.00%		-$60.00
6b	Architectural Wood Work Rev.											
	Straighten Radius Walls per Sketch	1	ea	-$3,000.00	-$3,000.00	-$3,000.00			-$3,000.00	100.00%		-$150.00

14-7

SCHEDULE OF VALUES

Project Name: Tenant Improvements to the Montgomery Commission - Probate & Revenue Office East - Montgomery, AL **PROJ#: 21205**	**CONTRACTOR:**	CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068	DATE OF REPORT 8/2/13 PROCEED DATE
	ARCHITECT:	Brown Chambless Architects c/o Chambless King Architects Montgomery, AL	PROJECTED COMPLETION DATE 4/26/2013

A	B				C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Omit P/L Interior w/Melamine @	1	ea	-$3,000.00	-$3,000.00	-$3,000.00			-$3,000.00	100.00%		-$150.00
	Probate Cubbies											
	Omit Security Desk	1	ea	-$3,500.00	-$3,500.00	-$3,500.00			-$3,500.00	100.00%		-$175.00
8c	Hardware											
	Hardware Revisions	1	ea	-$14,950.00	-$14,950.00	-$14,950.00			-$14,950.00	100.00%		-$747.50
8d	Glass & Glazing & Storefront											
	Eliminate Film from Glass Railing	1	ea	-$2,500.00	-$2,500.00	-$2,500.00			-$2,500.00	100.00%		-$125.00
	System											
	Reduce Number of Posts in Glass	1	ea	-$2,220.00	-$2,220.00	-$2,220.00			-$2,220.00	100.00%		-$111.00
	Railing System by Approx. 38 Posts											
	Provide Storefront Manufacturer's	1	ea	$3,532.00	$3,532.00	$3,532.00			$3,532.00	100.00%		$176.60
	Standard Hardware											
8f	Add set of Double Doors Bkrm 203	1	ea	$1,225.61	$1,225.61	$1,225.61			$1,225.61	100.00%		$61.28
9a	Add 7/8" Metal Furring Channel	1	ea	$3,113.42	$3,113.42	$3,113.42			$3,113.42	100.00%		$155.67
16	Electrical											
	Use MC Cable instead of 3/4" EMT	1	ea	-$3,000.00	-$3,000.00	-$3,000.00			-$3,000.00	100.00%		-$150.00
	Conduit											
	Use Alt. Light Fixtures in Place of	1	ea	-$4,000.00	-$4,000.00	-$4,000.00			-$4,000.00	100.00%		-$200.00
	FGV2 and LED Recess Can											
	Change Order No. Two											
15a	*Keep Existing Water Heater in*	1	ea	$756.80	$756.80	$756.80			$756.80	100.00%		$37.84
	Restroom 204											
15c	Revised Outside Sprinkler & Added	1	ea	$4,302.98	$4,302.98	$4,302.98			$4,302.98	100.00%		$215.15
	Sprinkler Work at Sunday Dinner											
16a	Electrical for Tamper & Flow Switch	1	ea	$1,067.00	$1,067.00	$1,067.00			$1,067.00	100.00%		$53.35
	for Sprinkler Riser											
	Change Order No. Three											

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SCHEDULE OF VALUES

Project Name: Tenant Improvements to the Montgomery Commission - Probate & Revenue Office East - Montgomery, AL **PROJ#: 21205**	**CONTRACTOR:**	CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068	DATE OF REPORT 8/2/13 PROCEED DATE
	ARCHITECT:	Brown Chambless Architects c/o Chambless King Architects Montgomery, AL	PROJECTED COMPLETION DATE 4/26/2013

A	B				C	D	E	F	G	H	I	J
						WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
8a	Replace Existing Doors 108b &112b	1	ea	$920.00	$920.00	$920.00			$920.00	100.00%		$46.00
	Change Order No. Four											
9b	Furnish & Install Forbo Bulletin Bd.	1	ea	$1,001.00	$1,001.00	$1,001.00			$1,001.00	100.00%		$50.05
8d	New SF Doors w/Panic Hardware	1	ea	$4,532.00	$4,532.00	$4,532.00			$4,532.00	100.00%		$226.60
	Probate Side											
16a	New Surface Mtd. Light at RR 204	1	ea	$209.22	$209.22	$209.22			$209.22	100.00%		$10.46
6b	Install Owner Furnished Cash Drwrs	1	ea	$523.94	$523.94	$523.94			$523.94	100.00%		$26.20
	Change Order No. Five											
10	Furnish & Install (3) HC Signs	1	ea	$97.46	$97.46	$97.46			$97.46	100.00%		$4.87
	Misc. Items required by the F D	1	ea	$472.65	$472.65	$472.65			$472.65	100.00%		$23.63
	GRAND TOTAL				$530,974.08	$523,217.81			$530,974.08	100.00%		$26,548.70

Agenda

OCT 21 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 3

DEPARTMENT:	County Commission Appropriations	REVIEWED:	S. Thomas	10/8/2013
DATE:	10/8/2013	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Mont Area Chamber of Commerce	001-59320.483	300,000	5,507	305,507
Misc In-House Appropriations	001-59310.498	75,000	-5,507	69,493
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	375,000	0	375,000

JUSTIFICATION:

To provide funds to the Chamber to support and promote the 2013 Third Annual Veterans Day Parade to be held on November 11, 2013.

15-1

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Reed Ingram
Dimitri Polizos
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 30, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Results of Requested Classification Revision and Pay Grade Evaluation

In response to the request, the Personnel Department has completed an evaluation of the Employee Benefits Manager classification. This evaluation resulted in the classification title and code be changed from Employee Benefits Manager (CO#0115) to Payroll and Benefits Manager (CO#0113). In addition, a pay evaluation was conducted and the pay evaluation resulted in the pay grade for this classification be adjusted from the current grade A05 to pay grade A06.

I agree with the recommendation to change the classification title and code to Payroll and Benefits Manager as well as the pay grade for this classification to be adjusted from A05 to pay grade A06. This information will be discussed during the Working Session on October 7, 2013.

If you have any question, please contact me.

JAM/tm

Attachment

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
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FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

SEP 25 '13 AM11:19 RCVD

September 24, 2013

MEMORANDUM

TO: Barbara Montoya
Personnel Director

FROM: John A. Mitchell, Sr.
Deputy Administrator JAM

SUBJCET: Results of Requested Classification Revision and Pay Grade Evaluation

In response to your memo dated September 24, 2013, I am in agreement with your recommendation to change the classification title and code to Payroll and Benefits Manager (CO#0113). In addition, I agree with the recommendation for the pay grade for this classification to be adjusted from the current grade A05 to pay grade A06.

Thank you for your assistance in this personnel change.

JAM/tm

Attachment

16-3

MEMORANDUM

TO: John A. Mitchell
Montgomery County Deputy Administrator

FROM: Barbara Montoya
Personnel Director

DATE: September 17, 2013

SUBJECT: Results of Requested Classification Revision and Pay Grade Evaluation

In response to your request, the Personnel Department has completed an evaluation of the Employee Benefits Manager classification.

As a result of this evaluation, it is our recommendation that the classification title and code be changed from Employee Benefits Manager (CO#0115) to Payroll and Benefits Manager (CO#0113). Additionally, after revising the job description to include current duties, we conducted a pay evaluation; as a result of that pay evaluation, we would recommend that the pay grade for this classification be adjusted from the current grade A05 to pay grade A06.

If you are in agreement with our recommendation, please indicate your approval in writing so this matter can be forwarded to the Montgomery County Commission and the Personnel Board for review. If you have any questions concerning this recommendation, you may call Kaila Matney, Personnel Analyst, or me. Thank you for allowing us to assist you with your personnel needs.

CC: Sherrill Thomas

16-4

PAYROLL AND BENEFITS MANAGER

FLSA: Non-Exempt **0113**
Pay Grade: A06 **9/17/13**

NATURE OF WORK: The fundamental reason this position exists is to perform supervisory and complex technical work in administering and coordinating the payroll and employee benefit programs for County employees. The essential functions are: overseeing the administration of multiple bi-weekly payrolls and various employee leave programs; coordinating the administration of health insurance, life insurance, supplemental and county retirement programs; supervising the Payroll and Benefits Assistant(s) and clerical staff; and contributing to the department objective. The Payroll and Benefits Manager serves as the department liaison, requiring considerable interaction with employees and supervisors in all County departments. Work requires technical competency and independent action, initiative, and judgment and includes reasonable latitude for decision-making. The Payroll & Benefits Manager supervises the Employee Benefits Assistant(s) as well as clerical staff. Work is performed under the general direction of the Finance Director.

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time. The ADA was intended to be applied on a case-by-case basis with the understanding that one position may differ from another similar position. The performance of non-essential functions is not optional for employees not covered under the ADA.

ESSENTIAL FUNCTION: Oversees the administration of multiple bi-weekly payrolls and various employee leave programs to include annual, military, leave without pay, sick and family medical leave following departmental guidelines, federal state laws, rules, and regulations regarding payroll and leave in order to ensure current and retired employees receive proper compensation.

Reviews information, forms and paperwork related to payroll and checks information for completeness and accuracy and forwards for processing.

Assists staff in resolving discrepancies related to payroll and examines payroll forms such as fill action requests for accuracy.

Assigns data entry to staff and oversees data entry of payroll information to ensure deadlines are met.

Coordinates all payroll actions with Data Processing Department and initiates action to resolve discrepancies to insure the accuracy of records, files or paychecks.

Works with employees or department heads to resolve problems or questions concerning pay increases or payroll by researching rules, regulations, laws, records or files.

Advises staff on the interpretation and application of rules, regulations, laws or policies and procedures related to payroll functions.

Discusses discrepancies in paychecks with department heads or employees, determines if adjustments are needed and arranges for adjustments as appropriate.

Computes estimates for salaries and benefits for proposed positions as requested by department heads and advises on matters related to hiring dates.

Assists in conducting compensation studies, salary surveys or pay plan development.

16-5

__ESSENTIAL FUNCTION:__ **Coordinates the administration of health insurance, life insurance, supplemental and county retirement programs, and other benefit programs for all County employees and retirees using a computer, calculator, various forms and documents following departmental guidelines, federal and state laws, and rules and regulations regarding benefits programs in order to ensure proper employee coverage.**

Reads and interprets laws or regulations regarding their application to the administration of employee benefit plans.

Reviews state and federal rules, regulations or requirements regarding employee benefits programs and determines impact on County to include costs associated with compliance.

Gathers pertinent information and completes surveys or studies to evaluate current programs or update employee benefit plans and advises Finance Director and/or Deputy Administrator of information gathered.

Monitors costs and expenditures using reports or computer printouts, to include reports from providers, analyzes information, identifies areas of abuse or cost containment and makes recommendation to Finance Director and/or Deputy Administrator as needed.

Identifies problems associated with the administration of employee benefit plans and determines means for resolving problems.

Consults with Finance Director and/or Deputy Administrator to discuss more difficult problems associated with the administration of benefit programs, to evaluate employee benefit programs or to discuss cost containment measures.

Reviews draft of the employees' health plan booklet submitted by the insurance provider for accuracy, clarity and updates all health related and drug testing information.

Ensures all changes to employees' health and life insurance programs are handled properly and are navigated through the system in a timely and efficient manner.

Dictates, drafts, and/or reviews correspondence regarding insurance and employee benefit programs are accurate and informative.

Explains health and life insurance benefits to employees and retirees and provides assistance as needed.

Works with employees or department heads to provide technical assistance as well as resolve any questions or problems regarding billing, coverage, or any other area of employee benefits by researching rules, regulations, or laws and working with providers.

Manages the flexible spending account system for County employees to include ensuring all employees are entered in the system, enrolling employees in the system, cancelling inactive accounts, and answering employee questions concerning flexible spending accounts.

Ensures verification of employees' health benefits eligibility information through the reconciliation of county and health insurance company records.

Ensures computer records and files related to changes in the employee benefits programs to include the address, marital status changes and changes to dependents are kept up-to-date.

Ensures Payroll & Benefits Assistant properly monitors employees on leave without pay for insurance payments.

Ensures Payroll & Benefits Assistant properly calculates and bills premiums to be paid directly by employees who are in no pay status.

Ensures Payroll & Benefits Assistant properly collects insurance payment and submits funds to the Accountant.

Ensures all insurance benefits payments in past-due status are followed up on and collected from employees in a timely manner.

Ensures Payroll & Benefits Assistant provides accurate advice regarding the continuation of Health Coverage (COBRA) under the COBRA law.

Ensures Payroll & Benefits Assistant provides accurate advice to county departments and coordinates benefit adjustments due to the Family and Medical leave Act (FMLA).

Compiles facts and makes recommendations for cost containment measures to vendors or providers for employees on workers compensation as needed, prepares reports and issues payments as authorized.

Reports employee retirement contributions and hours worked to the Retirement Systems of Alabama.

Verifies retirement tier contributions for new employees.

Balances contributions reporting with generated vendor checks.

ESSENTIAL FUNCTION: **Supervises the Payroll and Benefits Assistant(s) and clerical staff following departmental guidelines, and state and federal laws as needed to ensure proper preparation and administration of the payroll and employee benefit programs.**

Explains method for reading and interpreting print outs and reports as well as applying technical rules, regulations, laws or policies and procedures to employee benefit or payroll programs.

Interprets, explains, and provides guidance concerning various payroll and benefits policies and procedures to subordinate employees.

Explains and/or demonstrates office procedures or record-keeping methods and procedures to include the use of computer or manual files and records and methods for administering or processing benefits or payroll.

Approves and disapproves leave requests of the Payroll and Benefits Assistant(s).

Assigns and schedules work to ensure that division is properly staffed at all times

Sets standards and reviews work performed by subordinate employees.

Counsels employees concerning work performance and habits.

Recommends changes in employee status, pay or classification to superior based on quantity and quality of work.

ESSENTIAL FUNCTIONS: **Contributes to the department objectives by establishing and maintaining recordkeeping standards, providing customer service for County employees and retirees, and accepting additional assignments and task following departmental rules, regulations and guidelines and federal and state laws, rules and regulations in order to meet the overall objective of the Finance Department.**

Establishes method for creating initial files and records for full and part-time employees, to include summer or poll workers.

Evaluates and makes recommendations for changes as needed regarding record-keeping methods and procedures.

Meets with data processing staff to arrange for changes or additions to computerized records.

Assists employees, dependents and retirees in the completion of various benefit forms.

Provides assistance to beneficiaries of life insurance policies.

Maintains an adequate supply of and provides forms as needed to employees and supervisors.

Compiles data and prepares monthly, quarterly or annual reports as required to include social security, unemployment and Equal Employment Opportunity reports.

Completes forms received from the Department of Human Resources for Child Support notifying of dependent coverage, name, and type of coverage.

Reviews invoices or billings from vendors, calculates fees for the month, prepares requisitions and processes paperwork for payment.

Manages the E-verify program for the County to include receiving completed E-verify forms from County departments, entering new employee information into the federal system, and taking appropriate action upon receiving results.

Oversees the development of training programs or orientation for new employees.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of the principles, methods and techniques of administering payroll programs to include automated procedures and methods.

Knowledge of the principles, methods, and techniques related to the administration of various employee benefits programs to include health & life insurance, retirement, leave, deferred compensation, and other employee benefit plans or programs as needed to advise employees of their benefits, resolve problems, complete reports, complete forms, and to relay information to supervisors, employees, and vendors.

Knowledge of the COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) and the administration of COBRA coverage to include eligibility requirements, billing information and payment processing as needed to provide advice regarding the continuation of health coverage under the COBRA law.

Knowledge of the Family and Medical Leave Act (FMLA) rules and procedures and its effect on county benefits to include provisions and exclusions as needed to ensure eligible employees receive the appropriate leave.

Knowledge of local, state or federal laws, codes, regulations, legislative acts or policies and procedures related to employee benefit or payroll programs and application of laws to all county employees to include appointed and elected officials and retirees.

Knowledge of monthly, quarterly and annual reporting requirements for employee benefit programs to include quarterly reports for unemployment and annual reports for social security or Equal Employment Opportunity Commission.

Knowledge of techniques and methods of cost analysis and cost containment related to employee benefits.

Knowledge of the federal E-verify program regarding proper handling of forms and results.

Knowledge of county and vendor forms and methods for processing paperwork to include knowledge of computerized records or information.

Knowledge of office and record-keeping and bookkeeping methods and procedures as needed to prepare or maintain accurate records or reports or to train staff.

Ability to administer employee benefit plans for employees of various departments and occupational classes.

Ability to read and comprehend complex reports, regulations, pay plans, computer printouts or manuals related to employee benefit programs or payroll as needed oversee the administration of payroll and employee benefits programs.

Ability to interpret and apply local, state or federal laws, regulations, and policies or procedures consistently and accurately to various situations regarding employee benefit programs or payroll.

Ability to recall information related to laws, regulations or exceptions to employee benefit programs or payroll.

Ability to enforce rules, regulations, policies or procedures related to employee benefits or payroll by ensuring proper procedures are followed or carried out by departments or staff.

Ability to determine how to make corrections when administering employee benefits or preparing payroll or advising staff.

Ability to communicate in writing to include using correct grammar and sentence structure as needed to gather information, prepare payroll and benefits reports, and compose written communication to various individuals.

Ability to perform basic mathematical computation such as addition, subtraction, multiplication and division using a calculator as needed to analyze data, check data for accuracy, compute payments for vendors or providers and compute premiums and adjustments.

Ability to operate a personal computer as needed to prepare correspondence, memos and forms, and to process or maintain records regarding employee and retiree benefits.

Ability to read computer files or printouts and determine which figures to use when computing different calculations or checking for accuracy.

Ability to communicate orally include using tact and diplomacy, being clear, articulate, and concise and talking to the level of the listener one-on-one, in a group setting or using a telephone, recognizing when information has been misunderstood and determining how to remedy the misunderstanding as needed to administer the employee benefits programs.

Ability to maintain patience and display tact, compassion and understanding when dealing with rude, upset or angry employees.

Ability to establish and maintain effective working relationship with superiors, department officials, other employees or agencies and to interact courteously with the public as needed to establish cooperation and maintain an effective public image.

Ability to supervise effectively and instruct the work of a small clerical or technical staff to include providing guidance, explaining steps, breaking down tasks into distinct elements and verifying the accuracy of work as needed to ensure work is completed in an efficient manner and ensure the quality of work maintained.

Ability to instruct subordinates in the administration of employee benefits and payroll to include proper record-keeping methods and procedures and the application of complex or technical laws, regulations, or procedures.

Ability to plan and organize work despite frequent interruptions in order to meet deadlines and to follow-up as needed to administer or process payroll and employee benefit programs.

MINIMUM QUALIFICATIONS: High school diploma or GED and five years of experience administering both payroll and employee benefits programs; or an equivalent combination of education and experience. Education in Accounting, Business Administration, Human Resource Management, Public Administration, or a closely related field may be substituted for required experience at a year for a year rate.

APPROVALS:	
Sherrill R. Thomas	9-18-13
Supervisor	Date
Division Head	Date
Sherrill R. Thomas	9-18-13
Department Head	Date
Appointing Authority	Date

O:\STAFF FOLDERS\Kaila\County\Active\0113 Payroll & Benefits Manager (formerly 0115 EmployeeBenefitsManager)\0113 Payroll & Benefits Manager 6-2013.doc

16-10

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer / Corrections Officer Trainee

   Position Number 045

   Proposed Effective Date October 14, 2013

   Type of Appointment (x) Permanent ( ) Temporary

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

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

D T Marshall [initials]
Department Head
Date September 30, 2013

---

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

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

________________________________ Date ________
Personnel Director

4. Selectee: ________________________________

________________________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ________________ Date ________
   ( ) Payroll entered by ________________ Date ________

17-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 180

Proposed Effective Date October 14, 2013

Type of Appointment (X) Permanent ( ) Temporary

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

Pay Grade Corrections Officer Tarinee - $25,393 Grade PCT
Corrections Officer - $29,569 - $42,093 Grade PC1

D T Marshall KH
Department Head

Date September 27, 2013

---

2. Administrative Review
( ) Approved
( ) Disapproved

____
Funding Authority

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

________________________________ Date ____________
Personnel Director

4. Selectee: ________________________________

________________________________ Date ____________
Appointing Authority

5. ( ) Manpower data entered by ________________________ Date ________
( ) Payroll entered by ________________________ Date ________

17-3

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.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078001 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

[signature] 9/24/2013 .
APPOINTING AUTHORITY 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

REMARKS: No Announcement Required

18-2

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.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078002 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

APPOINTING AUTHORITY 9/24/2013 .
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

REMARKS: No Announcement Required

18-3

ORIGINAL

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

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078003 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

[signature] 9/24/2013 .
APPOINTING AUTHORITY 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

REMARKS: No Announcement Required

18-4

ORIGINAL

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

POSITION FILL REQUEST

DEPARTMENT: __PROBATE

APPOINTING AUTH.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078004 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE? Within Statutory Limits for Retired RSA Reemployment .

APPOINTING AUTHORITY 9/24/2013 . 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

REMARKS: No Announcement Required

18.5

ORIGINAL

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

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078005 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

APPOINTING AUTHORITY 9/24/2013 .
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

REMARKS: No Announcement Required

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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.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078006 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

9/24/2013 .

APPOINTING AUTHORITY 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

REMARKS: No Announcement Required

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ORIGINAL

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

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078007 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

APPOINTING AUTHORITY 9/24/2013 . 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

REMARKS: No Announcement Required

18-8

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.: Steven L. Reed .

SUPERVISOR: William D. Flowers, III .

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750078008 .

PROPOSED EFFECTIVE DATE: 10/14/2013
TYPE OF APPOINTMENT: _ PERMANENT __TEMPORARY X PART TIME
RECRUITING:
__ Promotional Transfer __Transfer
__ Open Competitive Register X Reemployment (Retired RSA Employee)

PAY GRADE: Within Statutory Limits for Retired RSA Reemployment .

[signature] 9/24/2013 .
APPOINTING AUTHORITY 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

REMARKS: No Announcement Required

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
OCT 21 2013

Request # 3

Date: October 16, 2013

To: Donald L. Mims, Administrator

From: Terri Henderson, Revenue Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama

Departure Date: December 5, 2013 Return Date: December 5, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend 1-day of the 2013 ACCA Legislative Conference to attend the CROAA Education Breakout Session on Thursday, December 5, 2013. Attendee currently serves as President of CROAA.

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

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [x] Other (Specify) [ ] ____

Total (est.) Cost: $125.00 Advance Registration Required: $0.00

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

Additional Comments: Mileage $105; Meals $20

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 10/21/13 reimbursement of actual and necessary expenses in the approximate amount of $125.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$8,000.00
Approved Requests:	$1,458.00
Budget Available:	$6,542.00
Current Requests:	$125.00
Budget Balance:	$6,417.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2013

cc: Finance Director / Buyer

19-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
OCT 21 2013

Request # 3

Date: October 9, 2013

To: Donald L. Mims, Administrator

From: Lou Ialacci

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: AUM Technacenter Montgomery, AL

Departure Date: November 4, 2013 Return Date: November 8, 2013

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Attend training classes for ASP.NET AJAX and jQuery

Traveler (s) Name: 1. Patrick Richards 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [XXX] Other (Specify) [ ]

Total (est.) Cost: $2,189.00 Advance Registration Required: $0.00

Department Name: Information Systems Dept Fund Name: General

Additional Comments:

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 10/21/13 reimbursement of actual and necessary expenses in the approximate amount of $2,189.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51965-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$5,683.80
Budget Available:	$14,316.20
Current Requests:	$2,189.00
Budget Balance:	$12,127.20

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/10/2013

cc: Finance Director / Buyer

19-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 21 2013

Request # 4

Date: October 11, 2013

To: Donald L. Mims, Administrator

From: Lou Ialacci

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alanta, GA Global Knowledge

Departure Date: Nov. 4, 2013 Return Date: Nov. 8, 2013

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Interconnecting Cisco Network Devices II

Traveler (s) Name: 1. Robert D Phaturos Jr 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $4,260.25 Advance Registration Required: $3,035.25

Department Name: Information System Fund Name: General

Additional Comments:

Hotel	$645.00
Meal cost	$400.00
Milage around trip is 320 miles	$180.00

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 10/21/13 reimbursement of actual and necessary expenses in the approximate amount of $4,260.25 and advance registration of $3,035.25 is authorized.

To be completed by the Finance Department

Fund Code:	001-51965.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$5,683.80
Budget Available:	$14,316.20
Current Requests:	$4,260.25
Budget Balance:	$10,055.95

Donald L. Mims, Administrator

Reviewed by: M. Knighten

Date: 10/17/2013

cc: Finance Director / Buyer

19-3

Revised October 13, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
OCT 21 2013

Request # 4

Date: October 4, 2013
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: February 1, 2014 Return Date: February 5, ,2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Alabama Sheriffs Winter Conference

Traveler (s) Name:
1. Sheriff D. T. Marshall
2. Chief Deputy Derrick Cunninghaı
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $2,700.00 Advance Registration Required: $700.00
Department Name: Sheriffs Office Fund Name: 001-52110.265
Additional Comments:

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 10/21/13 reimbursement of actual and necessary expenses in the approximate amount of $2,700.00 and advance registration of $700.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$7,430.00
Budget Available:	$17,570.00
Current Requests:	$2,700.00
Budget Balance:	$14,870.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/8/2013
cc: Finance Director / Buyer

19.4

Agenda

OCT 21 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	10/8/13
		Finance Director		Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	10/8/2013	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	444,957	(107,136)	337,821
Construction Equipment	111-53300-561	0	59,233	59,233
Construction Equipment	111-53800-561	0	47,903	47,903
	TOTAL	444,957	0	444,957

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 2 - Skid Steer Loaders (1 - District II, 1 - Bridge Maintenance) utilizing the National Intergovernmental Purchasing Alliance Member Discount.

20-1

Agenda

OCT 21 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT:	Revenue Commissioner	REVIEWED:	S. Thomas	10/15/2013
DATE:	10/10/2013	Finance Director		Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Manufactured Home Trust Fund				
Office Supplies/Minor Equip	781-51501-211	3,000	(3,000)	0
Travel-Mileage	781-51501-260	1,000	(1,000)	0
Travel-Registration & Trning	781-51501-265	6,000	(4,000)	2,000
Extra Help	781-51501-115	0	8,000	8,000
				0
	TOTAL	10,000	0	10,000

JUSTIFICATION:

To move funds to pay for additional high school co-op students for extra help.

20-2

Agenda

OCT 21 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 4

DEPARTMENT:	County Commission Appropriations	REVIEWED:	S. Thomas	10/15/2013
DATE:	10/15/2013	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
County Commission				
Elected Official Salaries	001-51100.111	83,422	3,337	86,759
Social Security tax	001-51100.124	40,165	256	40,421
Judge of Probate				
Elected Official Salaries	001-51300.111	103,447	6,242	109,689
Social Security tax	001-51300.124	165,955	477	166,432
Revenue Commissioner				
Elected Official Salaries	001-51500.111	92,111	5,199	97,310
Social Security tax	001-51500.124	50,854	398	51,252
Retirement	001-51500.121	73,709	578	74,287
Sheriff				
Elected Official Salaries	001-52110.111	95,111	5,475	100,586
Social Security tax	001-52110.124	587,656	419	588,075
Prior year Elected Official Salaries	001-59310.499	0	45,200	45,200
Fund Balance	001.35900		(67,581)	
	TOTAL	1,292,430	0	1,360,011

JUSTIFICATION:

To adjust the 2014 budget for the Elected Official base salary corrections and to budget for the amounts due for prior underpayments to the elected officials as a result of the base salary corrections.

21-3

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
Request For Quotation Issued October 9, 2013 Due Date: October 11, 2013 County Commission - Cafeteria TERMS OF PAYMENT / DISCOUNT:				HAWK, INC. - ATTN: CHARLOTTE STRICKLAND - Phone No. 271-1150; Fax #271-1150		GOODWIN BROTHERS - ATTN: F.B. STRINGER, JR. - PHONE NO.: 834-3800; FAX#834-3811		RESTAURANT EQUIPPERS, INC. - ATTN: ED PADILLA; PHONE #800-235-3325; FAX#877-235-1721					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Refrigerated Counter												
	Sandwich Top	EA	1	$1,753.81	$1,753.81	$2,141.00	$2,141.00	$2,170.00	$2,170.00				
2	Work Table: 36" L	EA	1	$483.37	$483.37	$594.00	$594.00	$169.50	$169.50				
	Freight Charges							$158.39	$158.39				
									Does Not				
									Include				
									Installation				
	7 Quotes Faxed												
TOTAL BID AMOUNTS					$2,237.18		$2,735.00		$2,497.89				

Notes: 22-2

SPRTSHTCAFETERIAEQUIPMENT2013

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-13B-031				Stivers Ford Lincoln 4000 Eastern Blvd Montgomery, AL 36116 Phone: 334-613-5000 Fax: 334-613-5018									
DATE ISSUED September 11, 2013													
DATE OPENED September 18,2013													
Montgomery County Sheriff's Office													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	2014 Ford PPV Police	Ea	2	$25,212.00	$50,424.00								
	Interceptor Utility												
	Vehicle or Approved												
	Equal												
TOTAL BID AMOUNTS					$50,424.00								

Notes: 15 BIDS MAILED

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6334 Woodmere Blvd, Montgomery AL. 36117
P.O. Box 230083, Montgomery, AL. 36123
334.356.1855 work; 334.356.1865 fax

COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into on October 1, 2013 by and between the Mid-South Resource Conservation and Development Council (hereinafter called the "Council"), and Montgomery County Commission (hereinafter called the "Grantee").

THE PURPOSE of this agreement is to implement the project as described in the attached application or proposal entitled **"Pintlala and Pine Level Park Improvement"**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows:

1. The Council Agrees:

   A. To provide **$8,750.00** in general funds for the above-mentioned project. All funds are subject to availability based on quarterly appropriations, and are subject to prorating if ordered by the State Finance Director.
   B. To provide other assistance in planning and implementation as needed, available, and agreed to by the Council. Contact information: Shaurice Carr, 6334 Woodmere Blvd, Montgomery, Alabama, 36117 programmanager@midsouthrcd.org

   C. Payment of grant funds will be made after all of the items listed below are completed.

2. The Grantee Agrees:

   A. To use the funds only for the above mentioned project.
   B. To provide adequate documentation (i.e. cancelled checks and receipts) as indicated by Circular A-21 for Educational Institutions.
      •Receipts prior to the project start date will not be accepted.
   C Complete the project in 12 months and have the appropriate documentation in our office on or before August 1, 2014. If plans change and the Grantee is unable to complete the project by August 1, the Grantee must notify the Council in writing. Grantees who are unable to utilize the grant funds by August 1 and fail to notify the RC&D office, may forfeit their right to participate in future grant programs.
   D. To return a revised budget to the Council documenting how the funds will be spent in state dollars only absorbing all costs in excess of the grant. To spend funds only on items included and approved in the project budget.
      •Grantee can submit a budget amendment by calling the Council office for approval.
   E. Allow pre-arranged public tours of the project.
   F. Comply with all provisions of the Federal Civil Rights laws and regulations.

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G. **To return the signed Contract, submit a one page final completion report, including <u>copies</u> of all invoices, receipts, totaling <u>$8,750.00</u> receipt summary, and electronic pictures of the project (before, during and after completed). Also, submit newspaper articles if available.**
H. Give Council credit for the funds and use logo in all advertisement of project.
I. Visibly display Mid-South RC&D Council Inc. *Award of Recognition* within your organization's establishment, throughout the existence of the project and/or up to one year of being awarded the grant.
J. Be readily available for a full press presentation with Alabama State Legislative officials (*press event determined by their schedule).*
K. Certificate of insurance may be required.
L. Tax ID number required.
M. Will return all unused funds to the Council.
N. Give the Council, Local RC&D Council, State of Alabama Public Examiners, or its authorized representatives, access to and the right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.

3. It is Mutually Agreed:

   a. This agreement shall become effective on the date appearing in the first paragraph.
   b. This agreement may be revised upon mutual consent of both parties.
   c. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.

SIGNATURES

______________________ ______________________

Patty Lambrecht Date
Chairman

______________________ ______________________

Elton Dean Date
Montgomery County Commissioner

By signing this agreement the recipient assures the Mid-South Resource Conservation and Development Council that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

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Grant Agreement

Grantee:____________________________

Address:____________________________

____

Project Title: "Pintlala and Pine Level Park Improvement"

Tax ID Number:____________________

Grantee agrees to accept the grant in accordance with the terms below. Please read carefully. The grant period begins with the signing of the cooperative agreement and grant agreement form.

Grantees will submit one copy of the following:

1. Signed copy of **cooperative agreement** and **grant agreement** by **October 1, 2013**
2. **Revised budget** and **budget narrative** (detail) show amount of funds approved in budget only, if applicable (send revise budget only if the amount of grant requested is different from the amount approved. Due by **October 1, 2013**.

   Reporting Schedule

   Interim Report Due: **March 1, 2014**

   Final Report Due (closeout): **on or before August 1, 2014**

   In accordance with the schedule above, the Grantee shall furnish to the Grantor a detailed six-month interim progress report and a written twelve-month final report on: (a) the use of the grant funds as well as an accounting of all expenditures made (b) the progress made by the Grantee toward achieving the purposes for which the grant was made. The content for these reports should be according to the format contained in the "Guidelines for Final Reports" provided by the Grantor.

3. Project Check List (submit with grant closeout)

Your signature below certifies the following:

- You have read the agreements and agree to the conditions stipulated and do hereby accept the award.
- You agree to notify the Mid-South RC&D Council of any organization changes.
- You have the funds to commence and complete the project.

ACCEPTED AND AGREED;

____________________________ ____________________________

Name Date

Montgomery County Commissioner

Title

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MONTGOMERY COUNTY COMMISSION

2013 Mid-South RC&D Application Revised Budget

PROJECT COST	
Total Estimated Cost of Project $ 8,554	Grant Amount Requested $ 8,554

PROJECT BUDGET *(if needed, please include additional pages)*

ITEMS WE WILL NOT FUND: SALARIES, RENT, FOOD, APPAREL, TRAVEL/MILEAGE (with some exceptions)

Budget Item(s)	Cost of Item(s) to Purchase	Amount Requested from RC&D
Pintlala Park		
1 Seated Leg Press	$1,321	$1,321
1 Rowing Machine	968	968
1 Total Body Row (similar to a Stationary Bike)	873	873
Pine Level Park		
1 Chin-Up Bar Station	1,200	1,200
1 Primetime Swing-Set	944	944
2 Belt Seats ($197 each)	394	394
Installation	1,500	1,500
Pea Gravel Surface Cover	1,196	1,196
Freight	354	354
Total	**$8,750**	**$8,750**

Project Timeline 10/1/13 to 3/31/14 *(project must be completed no later than August 1, 2014.)*

All programs and services of RC&D are offered on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

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MEANS GILLIS LAW, LLC

Agenda

OCT 21 2013

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

Post Office Box 5058
3121 Zelda Court · Montgomery, Alabama 36103-5058
TEL: (334) 270-1033 · FAX: (334) 260-9396
WWW.MEANSGILLISLAW.COM

Montgomery Office
Sender's Direct Dial: (334) 213-4446
Sender's E-mail Address:
egbandy@meansgillislaw.com

H. LEWIS GILLIS[1]
TYRONE C. MEANS[1,2,3]
KRISTEN J. GILLIS[1]

ADMITTED
[1] ALABAMA
[2] GEORGIA
[3] KANSAS

October 16, 2013

Via Hand Delivery and Email
Members of the Montgomery Commission
C/o Donald L. Mims, Administrator
Montgomery County Courthouse Annex
Montgomery, Alabama 36104

RE: Executive Session to Discuss Pending Litigation/Legal Opinions and Mediation

Dear Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which at its next meeting is considering convening an executive session for discussion with legal counsel regarding pending legal matters and the good name and character of individuals and have determined that, in my legal opinion, this matter is appropriate for executive session.

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

Sincerely,

MEANS GILLIS LAW, LLC

Tyrone C. Means
ASB-8760-S80T

261

ATTACHMENT E:

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

MEANS GILLIS LAW, LLC

Agenda

OCT 21 2013

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

Post Office Box 5058
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TEL: (334) 270-1033 · FAX: (334) 260-9396
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Montgomery Office
Sender's Direct Dial: (334) 213-4446
Sender's E-mail Address:
egbandy@meansgillislaw.com

H. LEWIS GILLIS[1]
TYRONE C. MEANS[1,2,3]
KRISTEN J. GILLIS[1]

ADMITTED
[1] ALABAMA
[2] GEORGIA
[3] KANSAS

October 16, 2013

Members of the Montgomery Commission
C/o Donald L. Mims, Administrator
Montgomery County Courthouse Annex
Montgomery, Alabama 36104

RE: Executive Session to Discuss Possible Lease Sale and/or Purchase of Property

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 have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

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

Sincerely,

MEANS GILLIS LAW, LLC

Tyrone C. Means
ASB-8760-S80T

27-1

ATTACHMENT E:

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

Agenda

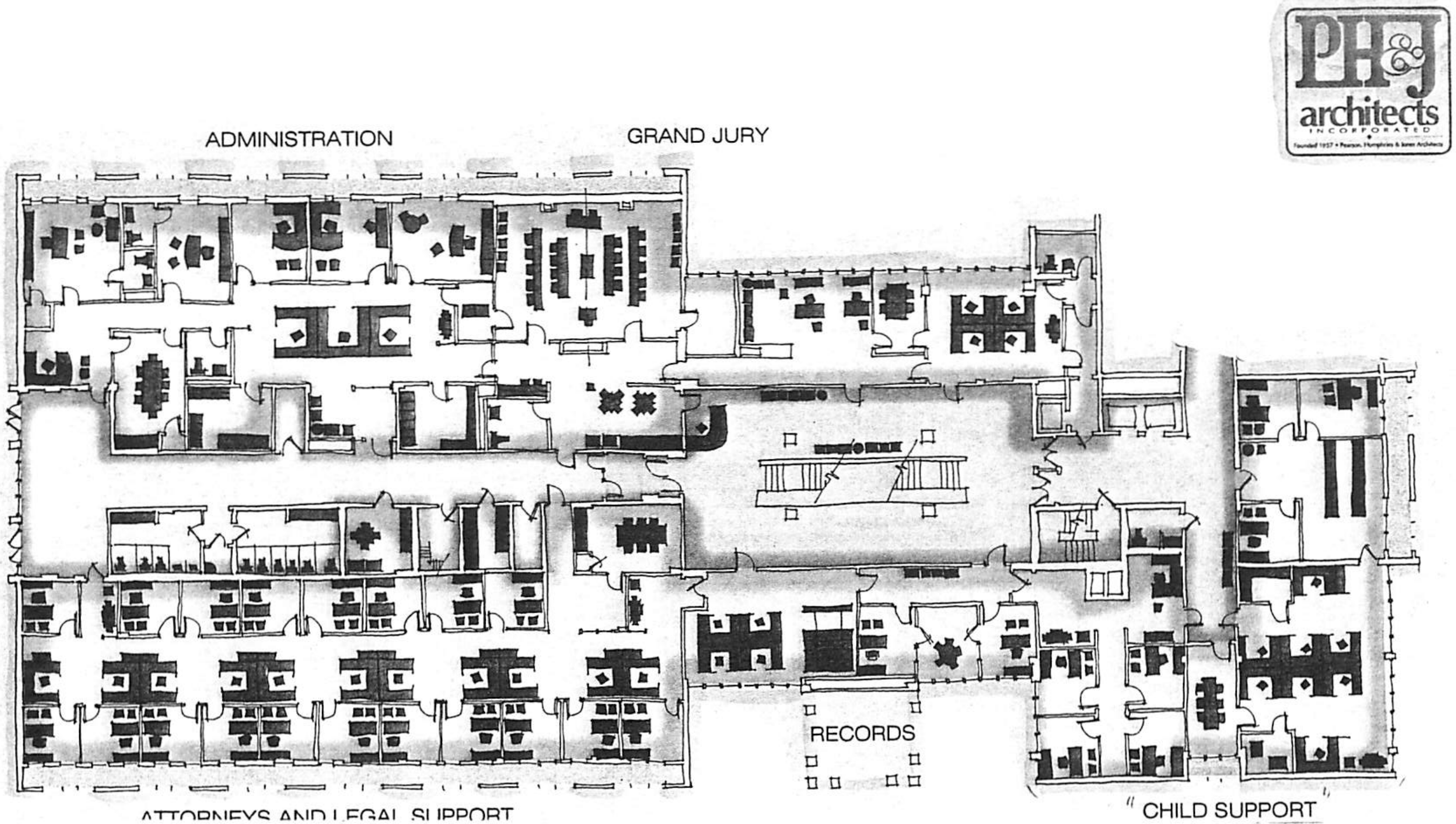
OCT 21 2013

Projected Budget for Renovations at the Montgomery County Courthouse - Annex 1
District Attorney's Office

October 18, 2013

Discription:	
Renovations of Third Floor Fit-out: 25,500 SquareFeet @ $150.00 SF	$3,825,000.00
Allowance for A/V - Acoustical Design, Equipment & Labor: (Grand Jury & GJ Adjacent Spaces)	$250,000.00
Allowance for County IT:	$200,000.00
Allowance for Security Ajustments and Upgrades	$50,000.00
Allowance for Special IBC Testing (1/2%)	$20,000.00
Professional Services - Architect and Engineers Fee: (Plumbing, Mechanical, Electrical and Structural Eng.) (ABC Fee Schedule/Group III with 25% Fee Mark-Up for Renovations - Estimated)	$342,000.00
Furniture:	$0.00
Total Projected Project Cost:	$4,687,000.00

28-1



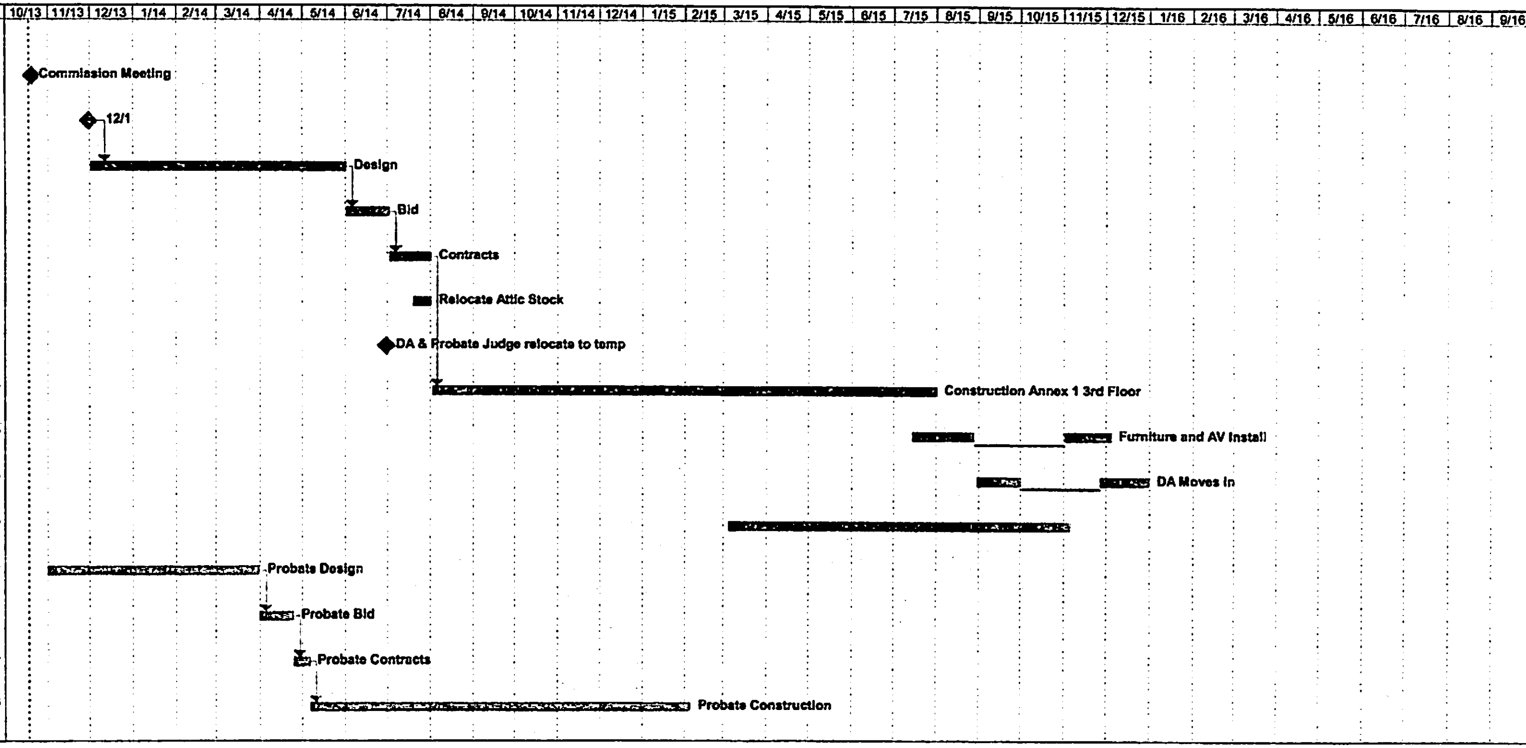
MONTGOMERY COURTHOUSE - ANNEX 1

PROPOSED LAYOUT - THIRD FLOOR

28-2

Renovation to Third Floor
Montgomery Co Courthouse

ID	Task Name	Duration	Start	Finish
1				
2	Commission Meeting	1 day	Mon 10/21/13	Mon 10/21/13
3	Commission Approval	0 days	Sun 12/1/13	Sun 12/1/13
4	Design	136 days	Mon 12/2/13	Sun 6/1/14
5	Bid	23 days	Mon 6/2/14	Wed 7/2/14
6	Contracts	23 days	Thu 7/3/14	Fri 8/1/14
7	Relocate Attic Stock	11 days	Sun 7/20/14	Fri 8/1/14
8	DA & Probate Judge relocate to temp	1 day	Tue 7/1/14	Tue 7/1/14
9	Construction Annex 1 3rd Floor	266 days?	Sun 8/3/14	Sat 8/1/15
10	Furniture and AV Install	59 days	Wed 7/15/15	Fri 12/4/15
11	DA Moves in	49 days	Mon 8/31/15	Thu 12/31/15
12	Child Support if Phased	179 days?	Thu 3/5/15	Thu 11/5/15
13	Probate Design	116 days?	Fri 11/1/13	Mon 3/31/14
14	Probate Bid	18 days?	Tue 4/1/14	Thu 4/24/14
15	Probate Contracts	9 days?	Fri 4/25/14	Tue 5/6/14
16	Probate Construction	202 days?	Wed 5/7/14	Thu 2/5/15



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Project: Third Floor Schedule
Date: Fri 10/18/13

Task		Progress		Summary		External Tasks	
Split		Milestone	◆	Project Summary		External Milestone	◆

Deadline

Page 1

JMR+H Architecture, PC

Agenda

OCT 21 2013

CONCEPTUAL TOTAL PROJECT COSTS
ALTERATIONS TO THIRD FLOOR ANNEX THREE
MONTGOMERY COUNTY COURTHOUSE
MONTGOMERY, ALABAMA

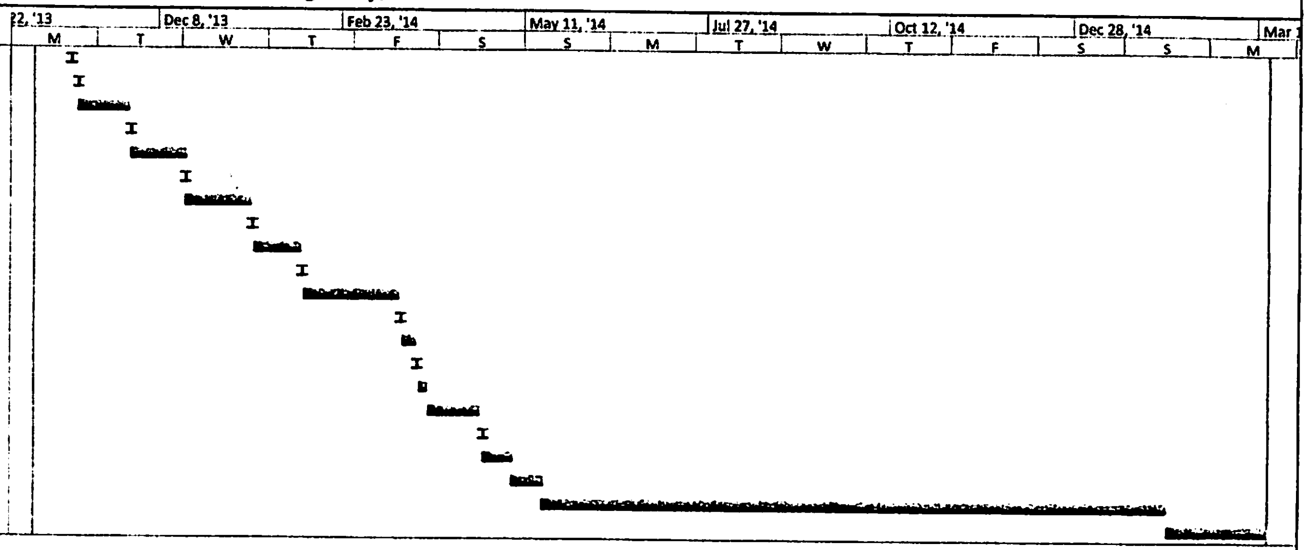
Land Cost		$0.00
Site Development		$0.00
Construction		
Base Bid		968,488.00
Alternate No. 1		30,930.00
Alternate No. 2		45,000.00
Total Construction		$1,044,418.00
Special IBC Testing		$25,000.00
AE Fee (ABC Fee Schedule/Group III with 25% Fee Increaser for Renovation) (Estimated)		95,000.00
Anticipated A/E Reimbursables	(Printing, Etc.)	5,000.00
Total A/E Fee and Reimbursables		$100,000.00
Furniture, Fixtures and Equipment	(Includes Interior Design Fee)	$100,000.00
Security/Data		$100,000.00
GRAND TOTAL		**$1,369,418.00**

Estimated High Total Cost	$1,400,000.00
Estimate Low Total Cost	$1,200,000.00

P.O. Box 1706, 36102-1706 60 Commerce Street, Suite 1520 Montgomery, AL 36104
Phone: 334.420.5672 Fax: 334.420.5692

Alterations to 3rd Floor / Annex 3
Montgomery County Courthouse
Montgomery, Alabama

ID	Task Name	Start	Finish
1	Execute A/E Contract	Fri 11/1/13	Fri 11/1/13
2	Kick - Off Meeting - Final Design Charrette	Mon 11/4/13	Mon 11/4/13
3	Schematic Design Development	Mon 11/4/13	Mon 11/25/13
4	Review Schematic Design	Tue 11/26/13	Tue 11/26/13
5	Preliminary Design Development	Tue 11/26/13	Thu 12/19/13
6	Preliminary Design Review	Thu 12/19/13	Thu 12/19/13
7	50% Design Development	Thu 12/19/13	Wed 1/15/14
8	Review 50% Design	Thu 1/16/14	Thu 1/16/14
9	65% Design Development	Fri 1/17/14	Wed 2/5/14
10	65% Design Review	Thu 2/6/14	Thu 2/6/14
11	95% Design Development	Fri 2/7/14	Wed 3/19/14
12	95% Review	Thu 3/20/14	Thu 3/20/14
13	100% Design Development	Fri 3/21/14	Wed 3/26/14
14	100% Review	Thu 3/27/14	Thu 3/27/14
15	Integrate 100% Design Review Comments	Fri 3/28/14	Mon 3/31/14
16	Advertise	Tue 4/1/14	Tue 4/22/14
17	Receipt of Bids	Thu 4/24/14	Thu 4/24/14
18	Contract Execution	Thu 4/24/14	Tue 5/6/14
19	Mobilization	Tue 5/6/14	Mon 5/19/14
20	Construction Period	Mon 5/19/14	Thu 2/5/15
21	Occupy	Fri 2/6/15	Thu 3/19/15



29-2

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, November 4, 2013, at 8:00 in the morning.

Donald Z. Morris
Administrator

Elton N. Dean, Sr.
Chairman