

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

October 24, 2011

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce Howell
Montgomery Working Women's Network Director Debra Warren
Alabama Dance Theatre Artistic Director Kitty Seale and Director of Development
Brenda Robertson Dennis
City/County Personnel Director Barbara M. Montoya

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 11, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing on Project Development Agreement with the City of Montgomery and Premier Kings, Inc., Regarding the Promotion of Economic Development

NEW BUSINESS:

1. Consider Resolution that Authorizes the Execution of a Project Development Agreement with the City of Montgomery and Premier Kings, Inc., Regarding the Promotion of Economic Development, County Commission
2. Consider Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project, Interagency Agreement, and Related Resolution of Applicant for Matching Funds, District Attorney's Office
3. Consider Renewal of Independent Contractor Agreement with David Thrasher, M.D., for Montgomery County Coroner Services, County Commission
4. Consider Updated Memorandum of Agreement with the City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board, Regarding Sharing of On-Site Primary Care Clinics, Risk Management
5. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
6. Consider Bid Award for Uniforms for Sheriff's Investigators, Bid Number 52110-11B-030, Sheriff's Office
7. Consider Job Title Change for Technical Support Technician, Position Number 0157 to Systems Support Manager, Position Number 0149, Information Systems
8. Consider Position Fill Request for Assistant Chief Clerk, Position Number 750028031, Probate Judge's Office
9. Consider Travel/Training Requests (10)

OLD BUSINESS:

10. Consider Board Member Appointment to the Montgomery City/County Personnel Board, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Community Development Manager Sara Byard with Central Alabama Regional Planning
and Development Commission
Remedial Project Manager Scott Miller with U.S. EPA and W. Haynes Kelley, Jr., P.E.,
with Environmental-Materials Consultants, Inc.
Risk Manager Scott Kramer
Revenue Manager Terri Henderson

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

OCTOBER 24, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 7, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 11, 2011

County Holiday (Veterans Day)

NOVEMBER 21, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 24, 2011

County Holiday (Thanksgiving Day)

DECEMBER 5, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 19, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 26, 2011

County Holiday (Christmas Day)

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Dept. District Attorney Level 1 – District Attorney's Child Support Unit
Unit
Fill action continues for 1 Pre-Trial Director – District Attorney Pre-Trial
Fill action continues for 21 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 1 Corrections Officer, Corporal – Detention Facility
Fill action continues for 1 Stores Clerk 1 – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 2 District Maintenance Superintendents #1 – Engineering Department
Fill action continues for 1 Clerk IV – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Appraisal Mapping Editor II – Appraisal Department
Fill action continues for 1 Commercial/Industrial Appraiser – Appraisal Department
Fill action continues for 1 Chief Appraiser – Appraisal Department
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 2 Customer Service Clerk/Clerk Typist II – Revenue Commissioner's Office
Office
Fill action continues for 2 Deputy Sheriff Trainee/Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility

October 24, 2011

10-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-14-11

Check Number	To	Check Number
220328		220399
Total Checks Paid		\$606,146.66

CHECK #	PAYEE	AMOUNT	DATE
220326	Jackson Thornton & Co., P.C.	\$ 4,500.00	10/12/11
220327	Stivers Ford Lincoln Mercury	\$44,876.00	10/12/11

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

10-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-14-11

Check Number	To	Check Number
220400		220530
Total Checks Paid		\$643,433.65

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

10-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-21-11

Check Number	To	Check Number
220531		220598
Total Checks Paid		\$557,142.44

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

10-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-21-11

Check Number	To	Check Number
220599		220676
Total Checks Paid		\$426,660.05

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
10/21/2011**

Payroll Check Number	110234	To	Payroll Check Number	110358	\$ 93,038.01
Direct Deposits					\$ 797,648.24
Payroll Check Number	110359	To	Payroll Check Number	110383	\$ 247,748.36
Direct Deposits					\$ 319,141.25
Federal Deposits					\$ 301,530.27
Total Payroll Paid					\$ 1,759,106.13

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

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

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), Montgomery County, Alabama (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, October 24, 2011, beginning at 9:30 a.m. in the Commissioners' Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama (the "City"), and Premier Kings, Inc., an Alabama corporation ("Premier Kings").

BACKGROUND

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

WHEREAS, Premier Kings is in the process of negotiating the terms of an agreement to purchase approximately 0.53 acres of land located in the County (the "Project Site"); and

WHEREAS, Premier Kings plans to construct and operate a retail restaurant business (the "Project") on the Project Site; and

WHEREAS, Premier Kings commits that the Project will create full-time jobs for at least twenty (20) direct employees of the Company and represent a capital investment equal to or greater than One Million and No/100 Dollars (\$1,000,000.00); and

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

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

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

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Premier Kings to locate the Project in the County, employ individuals full-time in the County, and conduct the Project's business operations in the County, the County will provide Premier Kings the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Premier Kings: (i) an

abatement equal to fifty percent (50.0%) of non-educational County and City real property and personal property ad valorem taxes on the Project Site, the retail restaurant business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Premier Kings commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of non-educational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Premier Kings commences operations and any machinery, equipment, and other personal property transferred by Premier Kings from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Premier Kings commences operations.

CONCLUSION

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

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

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

RESOLUTION

WHEREAS, the County Commission of Montgomery County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama, and Premier Kings, Inc., an Alabama corporation (the "Corporation"), to be published in The Montgomery Advertiser on October 15, 2011; and

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

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

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

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

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

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

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

ADOPTED this the _____ day of _____, 2011.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donnie Mims, County Administrator of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at its regular meeting held the _____ day of _____, 2011.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the _____ day of _____, 2011.

DONALD MIMS, COUNTY ADMINISTRATOR

APPROVED: _____

ELTON DEAN, CHAIRMAN

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MONTGOMERY COUNTY, ALABAMA WITH REGARD TO A PROJECT
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BACKGROUND

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

WHEREAS, Premier Kings is in the process of negotiating the terms of an agreement to purchase approximately 0.53 acres of land located in the County (the "Project Site"); and

WHEREAS, Premier Kings plans to construct and operate a retail restaurant business (the "Project") on the Project Site; and

WHEREAS, Premier Kings commits that the Project will create full-time jobs for at least twenty (20) direct employees of the Company and represent a capital investment equal to or greater than One Million and No/100 Dollars (\$1,000,000.00); and

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

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

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

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Premier Kings to locate the Project in the County, employ individuals full-time in the County, and conduct the Project's business operations in the County, the County will provide Premier Kings the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Premier Kings: (i) an

abatement equal to fifty percent (50.0%) of non-educational County and City real property and personal property ad valorem taxes on the Project Site, the retail restaurant business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Premier Kings commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of non-educational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Premier Kings commences operations and any machinery, equipment, and other personal property transferred by Premier Kings from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Premier Kings commences operations.

CONCLUSION

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

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

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

PROJECT DEVELOPMENT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

PREMIER KINGS, INC.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this ____ day of October, 2011, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **PREMIER KINGS, INC.**, an Alabama corporation (the "Corporation"). The Corporation, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

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

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

WHEREAS, the Corporation has purchased approximately 0.53 acres of land located in Montgomery, Alabama, as more particularly described in Exhibit B to this Agreement (the "Project Site"); and

WHEREAS, the Corporation plans to construct and operate a retail restaurant business (the "Project") on the Project Site; and

WHEREAS, the Corporation commits that the Project will create a minimum of twenty (20) direct new jobs, is expected to create up to thirty-five (35) direct new jobs and will represent a capital investment equal to or greater than One Million and No/100 Dollars (\$1,000,000.00); and

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

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

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

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

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

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

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

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

"Agreement" means this Project Development Agreement.

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

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

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

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

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

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

"Force Majeure" means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. "Force Majeure" shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement. In addition, "Force Majeure" shall be deemed to include any delay which occurs through no fault of the Corporation in consummating, or the failure to consummate, the transaction to purchase the Project Site under the Project Site Purchase Agreement.

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

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

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

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

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

3. The Corporation’s Commitments.

(a) In consideration of the incentives described herein, and contingent upon the consummation of the transaction to purchase the Project Site under the Project Site Purchase Agreement, the Corporation makes the following commitments:

(i) The Corporation acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Corporation agrees to use commercially reasonable efforts to prosecute the development of the Project. Subject to an event of Force Majeure, the Corporation will Commence Construction on or before October 31, 2011 and Commence Operations not later than January 31, 2012.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Corporation will fulfill its Capital Commitment not later than January 31, 2012.

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

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

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

(vi) The Corporation has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Corporation’s officers, managers, trustees, members or any other persons is required under either the Corporation’s organizational and/or governing documents or otherwise is required by law and to the extent that any

authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

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

(i) The Corporation shall give commercially reasonable consideration to Montgomery-based contractors and vendors and Montgomery residents (who have been preapproved in writing by Burger King Corporation) to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Corporation.

(ii) The Corporation shall give commercially reasonable consideration to minority business enterprises and women business enterprises (who have been preapproved in writing by Burger King Corporation) to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of minority business enterprises and women business enterprises for the Project shall be at the sole discretion of the Corporation.

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

4. Tax Abatements.

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

(i) An abatement equal to fifty percent (50.0%) of all noneducational County real property and personal property ad valorem taxes on the Project Site, the retail restaurant business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, signs,

trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, trailers used in the operation of the Project).

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

(i) An abatement equal to fifty percent (50.0%) of all noneducational City real property and personal property ad valorem taxes on the Project Site, the retail restaurant business facility and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

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

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

abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Corporation (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

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

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

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

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

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

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

7. Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to

the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

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

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

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

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

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

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

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

MONTGOMERY COUNTY,
ALABAMA

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

MONTGOMERY COUNTY,
ALABAMA

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

With a copy to:

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

CITY OF MONTGOMERY, ALABAMA

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

With a copy to:

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

PREMIER KINGS, INC.

Patrick Sidhu
President
5529 Carmichael Road
Montgomery, AL 36117
Telephone: (502) 299-1824
Facsimile: (888) 720-9464

With a copy to:

John A. Howard, Jr.
Kaufman, Gilpin, McKenzie, Thomas,
Weiss, PC
2660 EastChase Lane, Suite 300

Telephone: (334) 409-2230

Facsimile: (334) 244-1969

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

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2022.

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

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

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

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

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

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

and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

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

[Execution begins on following page]

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

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

PREMIER KINGS, INC.

By: _____
(signature)

Name: Patrick Sidhu

Title: President

EXHIBIT A
TARGETED GEOGRAPHIC AREA FOR INCENTIVES

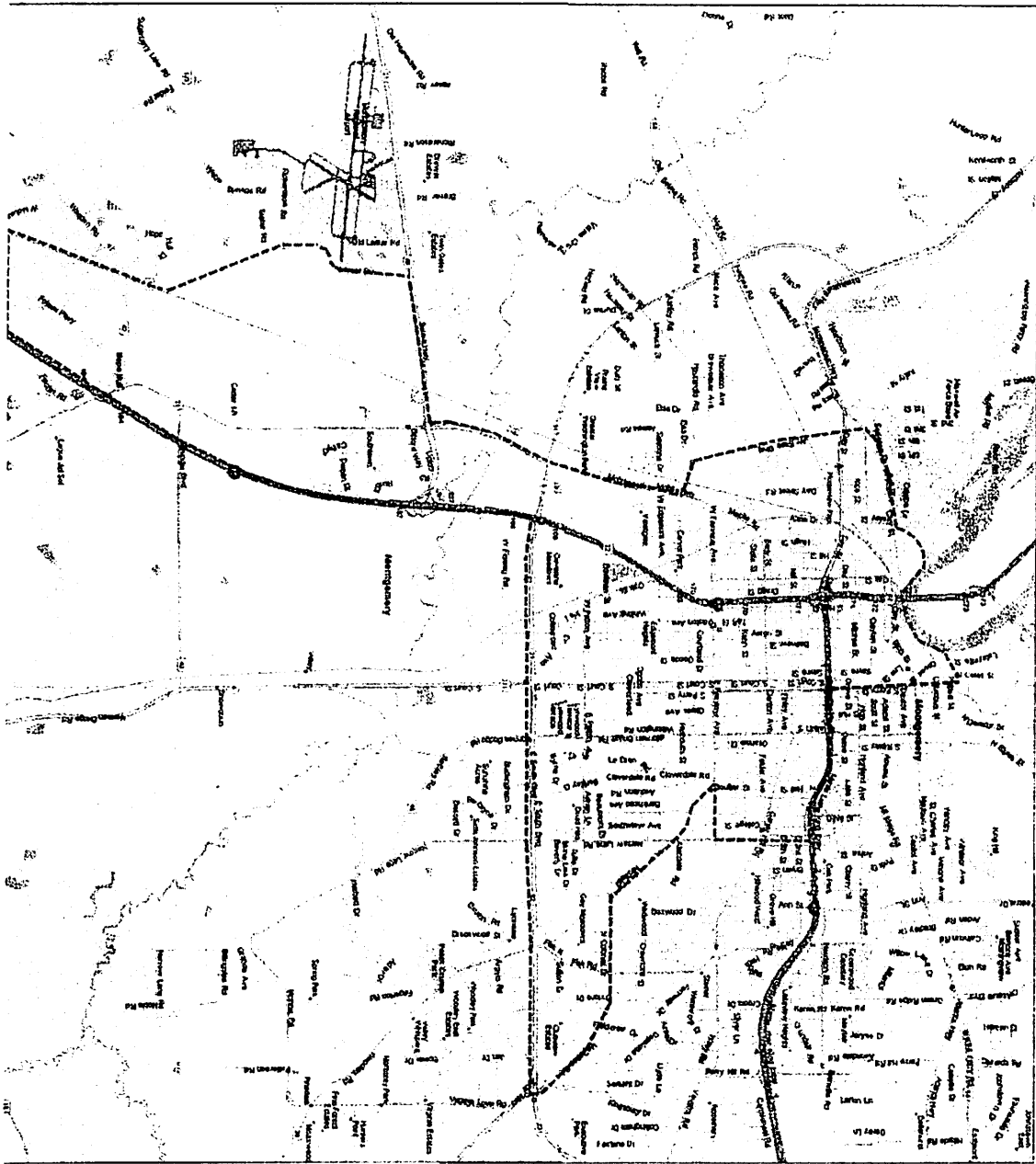


EXHIBIT B
PROJECT SITE

Commence at a point known as the Southwest Corner of the NW 1/4 of Section 33, T-16-N, R-18-E, Montgomery County, Alabama; thence N 00°44'00" W 579.35' to a point; thence N 89°04'00" E 1,566.70' to an iron pin; thence N 00°54'00" E 746.24' to an iron pin located on the South Right-of-Way (200') of South Boulevard; thence northeasterly along said South Right-of-Way N 89°07'05" E 190.32' to a point; thence leaving said South Right-of-Way S 00°00'00" E 35.06' to a cotton spindle and the Point of Beginning for the herein described parcel of land; thence N 89°10'20" E 150.00' to a cotton spindle; thence S 00°49'40" E 150.00' to a cotton spindle; thence S 89°10'20" W 150.00' to a cotton spindle; thence N 00°49'40" W 130.00' to a cotton spindle; thence S 89°10'20" W 46.00' to a cotton spindle; thence N 00°49'40" W 15.00' to a cotton spindle; thence N 89°10'20" E 46.00' to a cotton spindle; thence N 00°49'40" W 5.00' to the point of beginning. Containing 0.53 acres (23,190 s.f.), more or less, and lying in and being a part of the North ½ of Section 33, T-16-N, R-18-E, Montgomery County, Alabama.



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

MEMORANDUM

October 13, 2011

TO: Donnie Mims
FROM: Tommy Gallion

T. T. G.

RE: Burger King Project
City, County and Premier Kings, Inc.

I have reviewed your October 12, 2011 memorandum and the following attachments to your memorandum and have added my comments regarding the area franchisee for Burger King who is undertaking this economic development project on the Southern Bypass. I have also reviewed Amendment No. 722 (Section 94.01(a)(3) of the Recompiled Constitution of Alabama).

1. Legal Notice Of Action Proposed To Be Taken By Montgomery County, Alabama With Regard To A Project Development Agreement. This document is scheduled to be published in the *Montgomery Advertiser* on October 15, 2011. I see no legal problem with this notice.
2. Resolution – I noted in the first paragraph County is misspelled as “Coutny”. Other than this small correction, I see no legal problem with the Resolution.
3. Project Development Agreement by and among Montgomery County, Alabama, the City of Montgomery, Alabama and Premier Kings, Inc. – This document has September date in the first paragraph. On page 8, Donald L. Mims should be added to receive a copy for the County (with the same information as Elton Dean’s on page 7). The address for the City is 103 North Perry Street, 36104 and telephone number is 241-2096 and the fax is 241-2056. Other than these small additions, I see no legal problem for the County on the Project Development.

I am of the opinion that this project agreement is 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 project agreement should not be executed if it is the desire of the Commissioners.

59-11117-71 100 1102

50051-317
4362343_1



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

Agenda

OCT 24 2011

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: October 18, 2011

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, 2012. 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 24.

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

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">GRANT APPLICATION</td> <td style="width: 40%; text-align: right;">Page 1</td> </tr> <tr> <td colspan="2"> Date Received by LETS Grant # Assigned (Leave Blank) </td> </tr> <tr> <td colspan="2" style="text-align: right;">Form Revised January 10, 2004</td> </tr> </table>	GRANT APPLICATION	Page 1	Date Received by LETS Grant # Assigned (Leave Blank)		Form Revised January 10, 2004	
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						
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550	Signature _____ Date: _____						
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 <i>Rhonda B. Cape</i> Date: 10/18/11	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 <i>Sherrill Thomas</i> Date: 10/19/11						
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number: 10-WF-PR-006	7. Program Under Which Application is Made Violence Against Women Act						
8. Project Start Date (Estimated) 1-Jan-12	9. Project Ending Date (Estimated) 31-Dec-12						
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 \$ 89,500.00						
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)							

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 also assists the Montgomery County Task Force on Domestic Violence (Task Force) and the Sexual Assault Response Team of Montgomery (SART).

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. Since implementation on May 1, 2002, the Target Program has diverted over 406 cases from Municipal Court to District Court. The Unit continues to accept misdemeanor cases from Municipal Court and prosecute them in an expedited manner.

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. The Unit will collaborate with the Task Force, SART 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.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690				GRANT APPLICATION 20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8. Form Revised January 10, 2004		Page 6	
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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	\$ 2,629.79	24	100%	\$ 63,114.96	\$ 63,114.96
Crystal Taylor	Victim Services Officer	\$ 1,437.50	24	100%	\$ 34,500.00	\$ 34,500.00
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 97,614.96

Fringe Benefit Computation

Item	Amount	Rate	Percentage	Amount	Percentage
FICA	\$ 97,614.96		7.650%	\$ 7,467.54	
SUI	\$ 97,614.96		0.000%	\$ -	
W/C	\$ 97,614.96		0.000%	\$ -	
Health Insurance	\$ 1,610.00	3	100.00%	\$ 4,830.00	
Health Insurance	\$ 1,610.00	9	0.00%	\$ -	
Retirement	\$ 97,614.96	1	9.42%	\$ 9,195.32	
Other	\$ -	0	100.00%	\$ -	
Other	\$ -	0	100.00%	\$ -	
Other	\$ -	0	100.00%	\$ -	
				Fringe Sub-Total	\$ 21,492.86

Total Personnel Expenditures		\$ 119,107.82
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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		\$ -

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION	Page 7 20. Project Narrative Detailed Budget (Continued) Form Revised January 10, 2004
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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	\$	225.52
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Total Operating Expense \$ 225.52

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	\$	119,333.34
	\$	119,333.33

Matching Ratio:	ADECA / LETS %	75%	ADECA / LETS Support	\$	89,500.00
	Match %	25%	Matching Contribution	\$	29,833.33

INTERAGENCY AGREEMENT

This agreement between the agencies below is entered into on this _____ day of October, 2011, 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: Karen B. Sellers
(Signature)

Karen B. Sellers, Executive Director
(Print Name & Title)

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

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 _____ 2011

I, Donald L. Mims, County Administrator
(Name) (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 _____, 2011, 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 _____, 2011.

(Name)

(Title)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

INDEPENDENT CONTRACTOR AGREEMENT

WITNESS THIS AGREEMENT, by and between the Montgomery County Commission, a body corporate and political (hereinafter referred to as "County") and David Thrasher, M.D., (hereinafter referred to as "Thrasher"), for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

(1) Effective May 25, 2001, Thrasher was legally appointed as Coroner of Montgomery County. As such, the Coroner must comply with certain duties as specified by various Acts of the Legislature and the Code of Alabama. As specified in those laws, such duties are to be compensated by the County; therefore, the County hereby agrees to contract with Thrasher to conduct Coroner operations for the County of Montgomery, Alabama. In no way does this contract constitute an employer/employee relationship, but rather is solely a contract for services;

(2) The County agrees to pay Thrasher the sum of \$137,280 per annum in monthly payments of \$11,440 per month as full and total compensation for all duties and costs associated with Coroner operations for the County of Montgomery continuing from October 1, 2011, to September 30, 2014. In addition to Thrasher's monthly fee, the County agrees to pay Thrasher \$1,500 per year for his Coroner support staff to attend various continuing medical education events related to their functions. This annual fee is to be included with Thrasher's invoice submitted during the month of November each year;

(3) The above described Coroner duties and associated costs include, but are not limited to: staff salaries, computers, telephones, fax machines, cellular phones, beepers, utility bills, office space, record storage space, supplies and all other necessary operational materials needed to support the Coroner operations;

(4) The County agrees to reimburse David Thrasher, M.D. for certain additional expenses incurred by him when conducting coroner's inquests. These additional expenses must be presented to the County Administrator on an itemized statement from Thrasher and supported by invoices from the vendors/providers who performed the needed services. Thrasher will obtain and coordinate the use of any needed office space with the Montgomery County Judge of Probate and the uses of said office would not constitute an additional expense to the Montgomery County Commission;

(5) It is understood that conditions of this independent contractor relationship are that all employees who assist Thrasher as a result of this contract, will be the sole responsibility of Thrasher. All items of equipment purchased by Thrasher from the funds resulting from this contract becomes the sole property of Thrasher. All on-going costs associated with running and managing the day-to-day operations of the Coroner's office, as a result of this contact, are the sole responsibility of Thrasher;

(6) Under long-standing agreement, Deputy Coroners are not compensated for any work they may conduct on behalf of the Coroner. Should Deputy Coroner compensation become an issue at some future date, Thrasher may appropriate any portion of these contracted funds that he receives under this contract at his discretion with the understanding the County will not increase this contract as a result;

(7) The aforementioned contract amount will be payable at regular monthly intervals upon written request to the Montgomery County Commission, Attention: Administrator, P.O. Box 1667, Montgomery, Alabama 36102-1667. Such request should be in the form of an original invoice indicating "Payment for Coroner duties for the County of Montgomery, Alabama, for the month and year" and should be submitted not earlier than the 1st day of the month, nor later than the 30th day of the month, following the month being billed. Montgomery County will process said request and will mail check for the services billed within 21 working days, but in no case more than 30 days from receipt of the request;

(8) This contract is on a month-to-month basis, not to exceed three (3) years, at which time a new contract will have to be entered into under the requirements of the Alabama law governing County contracts. Any changes to this funding level must be requested in advance in writing and presented to the Montgomery County Commission for consideration. Said requests should be submitted not later than May 1st of the year of said request so as to be included in the County's annual budgeting process; and

(9) This contract can be terminated at any time by either party with 60 days written notice. Any termination by the County would have to be with the joint agreement with the Judge of Probate and the County. Should, for any reason, the Judge of Probate determines that Thrasher can no longer physically and/or mentally perform the duties of Coroner, this contract is terminated on the date of written notification and pro-rata final payment of any monies owed to Thrasher.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the ____ day of _____, 2011.

David Thrasher, M.D.
1440 Narrow Lane Parkway
Montgomery, AL 36111

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

By: _____
Its: _____

By: _____
Its: Chairman

Witness: _____

Witness: _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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

Agenda

OCT 24 2011

October 11, 2011

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Memorandum of Agreement – Sharing of On-Site Primary Care Clinics

On October 11th, I discussed with the County Commission the updated agreement of sharing the three on-site clinics between the County Commission, the Montgomery Water Works, and the City of Montgomery. This agreement contains language which states that the agreement will be reviewed annually and will automatically renew for a three year period. I have enclosed the memorandum of agreement for the Commission's review.

I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

MEMORANDUM OF 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

This Agreement, executed by and between the Montgomery Water Works and Sanitary Sewer Board (hereinafter referred to as "Board"), the Montgomery County Commission (hereinafter referred to as "County"), and the City of Montgomery, Alabama (hereinafter referred to as "City"), this the 2nd day of August 2010, which supercedes and replaces that certain Agreement between the City of Montgomery and the Montgomery County Commission dated September 21, 2009.

Whereas, there is a recognized need to promote wellness by the City, the County, and the Board through the provision and management of on-site primary care clinics for participants of the respective healthcare plans, the City, the County, and the Board hereby enter into this Agreement effective August 2, 2010.

Now, therefore, the City, the County, and the Board intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. Location of Clinics

The location of the Primary Care Clinics to be used by the participants of the City, the County, and the Board Healthcare Plans are as follows:

- A. 300 South Hull Street, Montgomery, Alabama
- B. 4725 Mobile Highway, Montgomery, Alabama
- C. 3845 Interstate Park, Suite 1, Montgomery, Alabama

II. Responsibility of the County

The County will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 300 South Hull Street, Montgomery, Alabama.

III. Responsibility of the City

The City will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 4725 Mobile Highway, Montgomery, Alabama.

IV. Responsibility of the Board

The Board will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 3845 Interstate Park, Suite 1, Montgomery, Alabama.

V. Cost of Medical Supplies, Equipment and Personnel of the On-Site Clinics

The cost of medical supplies, equipment, personnel, and other costs incurred at the on-site clinics, with the exception of those costs expressly set forth in Paragraphs II, III, IV and VII of this agreement shall be based on the pro-rata share of the number of employees of each entity. The costs described in this paragraph at all three clinics combined shall then be allocated to each party based on the percentage of total employee headcount.

VI. Term

The term of this Agreement shall begin on August 2, 2010, and continue for a three year period. The allocation of costs and this agreement will be reviewed annually and will automatically renew unless the City, the County or the Board gives written notice at least 90 days prior to the expiration of the Term to the other parties requesting a desire to terminate the Agreement.

VII. Insurance

The City, the County, and the Board shall maintain insurance against personal injury and property damage claims at their respective premises described in paragraphs II, III and IV.

VIII. Termination

The City, the County, or the Board may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice to the other parties.

The Agreement may also be terminated by the mutual agreement of the parties hereto upon execution of a writing evidencing their intention to terminate said Agreement.

IX. Controlling Law

The Agreement shall be governed by, construed and enforced in accordance with the laws of the

State of Alabama. This Agreement may not be altered or amended except in writing signed by the parties in the Agreement.

{Execution on Following Page}

THE CITY OF MONTGOMERY

By: _____
Todd Strange, Mayor

Date: _____

MONTGOMERY COUNTY COMMISSION

By: _____
Elton Dean, Chairman
Montgomery County Commission

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
t. 334.264.7945 • f. 334.265.8573
www.hsy.com

M E M O R A N D U M

July 21, 2010

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: On-Site Primary Care Clinics
Memorandum of Agreement for Sharing with City and Water Board

I have reviewed your July 20, 2010 memorandum, the draft copy of the Amended Memorandum of Agreement – Sharing of On-Site Primary Care Clinics between The Montgomery County Commission and The City of Montgomery and Montgomery Water Works and Sanitary Sewer Board. I also review my September 2, 2009 legal opinion memorandum and the 2009 agreement.

On page 1, the missing date in the first paragraph is September 21, (2009). On page 2, VI. Term, I agree with the replacement paragraph that was attached. It is my legal opinion that the agreement is legal and binding upon the parties and 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.

50051-317
#3813714_1

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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
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FAX (334) 832-2533
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www.mc-ala.org

October 24, 2011

Agenda

OCT 24 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- **C-2010-93: Rescind Appropriation to American Legion Post #210, for Dance Program - \$1,000; (Ingram)
- **C-2010-100: Rescind Appropriation to The Leukemia & Lymphoma Society, for Program Services - \$500; (Ingram)
- C-2012-7: Iron Men Outdoor Ministries, Inc., for Various Outdoor Activities Assisting Children in Need, Handicap Citizens and the Homeless - \$1,500; (Ingram)
- C-2012-8: CATCH, Coalition Against The Cycle of High School Drop Outs, Inc., for Travel Expenses Associated with a Trip to the Martin Luther King Jr., Memorial in Washington D.C., for at Risk Students - \$1,000; (Williams)
- C-2012-9: Montgomery Area Council on Aging (MACOA), for Madison Park Senior Citizens' Feeding Program - \$3,700; (Williams)
- C-2012-10: Central Alabama Aging Consortium, for Shiloh Baptist Church Senior Citizens' Feeding Program - \$2,500; (Williams)
- C-2012-11: Freewill Community Development Corporation of Montgomery, for Freewill Baptist Church Senior Citizens' Feeding Program - \$1,000; (Williams)

MEMORANDUM

Sherrill Thomas, Finance Director

October 24, 2011

Page 2

- C-2012-12: Montgomery Area Council on Aging (MACOA), for Mt. Zion AME Church's Senior Citizens Day Care and Feeding Program. - \$2,500; (Williams)
- C-2012-13: Montgomery Area Council on Aging (MACOA), for McIntyre Senior Citizens' Exercise Equipment - \$1,000; (Williams)
- NC-2012-1: Montgomery Job Corps Center, for Youth Reading Incentives and Materials during Their Literacy Festival - \$500; (Williams)
- NC-2012-2: City of Montgomery, to be used by BONDS to Support the Capitol Heights Civic Association with Assistance in Funding a Pavilion in Armstrong Park - \$500; (Williams)
- NC-2012-3: Alabama Cooperative Extension System, for the 2011 Natural Resources Tour - \$250; (Ingram)

**** Rescind**

DLM/tll

OCT 24 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: October 19, 2011

SUBJECT: Invitation to Bid No. 52110-11B-030,
Uniforms for Sheriff's Investigators

Request approval of award on the above referenced bid to the only bid received, Azar's Uniforms, in the amount of \$327.50, based on unit pricing, be placed on the agenda for the County Commission meeting on October 24, 2011. (copy of spread sheet attached)

This will be a one (1) year contract with Azar's which will allow the eighteen (18) investigators to be fitted for their uniforms and purchase in lieu of receiving the yearly uniform allowance.

Coordination of award made with Sheriff D.T. Marshall of the Sheriff's Office.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-11B-030				AZAR'S UNIFORMS - R.C. MARTIN; PHONE #244-1133; FAX#2449995		NO BIDS RECEIVED;BOB BARKER CO.;G&k SERVICES;UNIFORMS4ALL; ROBINSON TEXTILES							
ISSUED: OCTOBER 4, 2011													
OPENED: OCTOBER 19, 2011													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
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	SHIRT; DRESS; LS	EA	1	\$51.50	\$51.50								
2	SHIRT; DRESS; SS	EA	1	\$36.00	\$36.00								
3	PANTS; DRESS	EA	1	\$29.00	\$29.00								
4	PANTS; DRESS	EA	1	\$42.00	\$42.00								
5	BLAZER; 100% WOOL	EA	1	\$150.00	\$150.00								
6	TIE; REG.LGTH; SILK	EA	1	\$19.00	\$19.00								
	UNIFORMS FOR												
	INVESTIGATORS												
	10 BIDS MAILED												
TOTAL BID AMOUNTS													
					\$327.50								

Notes:

6.2

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
BENITA FROEMMING, CHAIRMAN
CHARLES B. PATERSON
JOHN L. BAKER

27 Madison Avenue
Montgomery, Alabama 36104

BARBARA M. MONTOYA
PERSONNEL DIRECTOR
KAREN B. CASON
ASSISTANT PERSONNEL DIRECTOR
TELEPHONE: 334-241-2675
FAX: 334-241-2219

September 26, 2011

Agenda

OCT 24 2011

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Robbie Estes 
Personnel Analyst

RE: Job Title Change

Per your request on September 5, 2011, we have changed the job title for Technical Support Technician 0157 to Systems Support Manager 0149. I have enclosed a copy of the signed job description. Please put this on the next County Commission meeting agenda. This action will be placed on the Personnel Board agenda pending approval of the County Commission. If you have any questions, please contact me.

2011 SEP 29 10:52 AM


An Equal Opportunity Employer
www.montgomerypersonnel.com



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

Agenda
OCT 24 2011

October 19, 2011

Montgomery County Commission
100 S. Lawrence Street
Montgomery, Alabama 36104

RE: Position Fill Request;
Request for Consideration;
Assistant Chief Clerk Position.

Dear Commissioners:

Please allow this communication to serve as the Probate Court's formal request for approval of our position fill request for the Assistant Chief Clerk position. It is our belief that this position is critical to the basic functioning of the entire department, and we would ask that this request be voted upon at the next commission meeting. Thank you in advance for your consideration of this request.

Sincerely,

Wells Robinson
Chief Clerk
Montgomery County Probate Court

2011 OCT 19 PM 4:34

CLERK OF PROBATE
MONTGOMERY COUNTY

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Probate Court

DEPARTMENT HEAD: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

COMPLETED ACTION DATES

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

1. POSITION TITLE: Assistant Chief Clerk

POSITION NUMBER: 750028031

PROPOSED EFFECTIVE DATE: 11/06/11

TYPE OF APPOINTMENT ☒ Permanent ☐ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER
☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: A10 - Step 1


Department Head

10/06/11
Date

2 ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4 SELECTEE: _____

Appointing Authority

Date

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

Date _____
Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 1

Date: October 12, 2011
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: December 7, 2011 Return Date: December 8, 2011

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend ASCPA Course: 24th Annual Governmental Accounting and Auditing Forum

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$636.12 Advance Registration Required: \$265.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - 102.12; Registration - 265.00; Hotel - 119.00 +Tax ; Food - 150.00

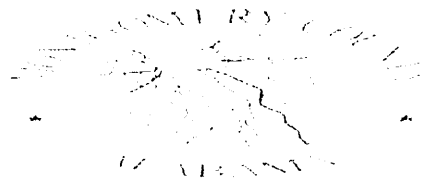
To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$636.12 and advance registration of \$265.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$22,500.00</u>
Current Requests:	<u>\$636.12</u>
Budget Balance:	<u>\$21,863.88</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 2

Date: October 20, 2011
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: November 30, 2011 Return Date: December 1, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA 2011 Annual Legislative Conference

Traveler (s) Name: 1. Reed Ingram 4. _____
2. Donald Mims 5. _____
3. John Mitchell, Sr. 6. _____

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

Total (est.) Cost: \$964.62 Advance Registration Required: \$375.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage -310.80; Meals - 150.00; Hotel - 128.82; Registration - 375.00

To: Donald L. Mims, Administrator

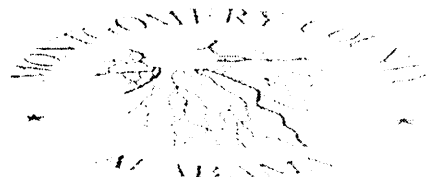
From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$964.62 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$636.12</u>	
Budget Available:	<u>\$21,863.88</u>	
Current Requests:	<u>\$964.62</u>	
Budget Balance:	<u>\$20,899.26</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2011

cc: Finance Director / Buyer

9-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 1

Date: October 13, 2011
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: January 18, 2012 Return Date: January 20, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: AL IV: Introduction to Property Tax Administration

Traveler (s) Name: 1. Veronica Toliver 4. _____
2. Danette Fox 5. _____
3. Pearlie Griggs 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$600.00

Department Name: Revenue Fund Name: General Fund

Additional Comments: Cost includes registration.

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$600.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,400.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,400.00</u>	
Current Requests:	<u>\$600.00</u>	
Budget Balance:	<u>\$2,800.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 2

Date: October 13, 2011
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: February 8, 2012 Return Date: February 10, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Tax Sales and Redemptions

Traveler (s) Name: 1. Danette Fox 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Revenue Fund Name: General Fund

Additional Comments: Cost includes registration.

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51500.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,400.00

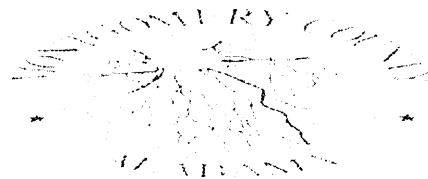
Approved Requests: \$0.00

Budget Available: \$3,400.00

Current Requests: \$800.00

Budget Balance: \$2,600.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 1

Date: October 19, 2011

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: November 4, 2011

Return Date: November 4, 2011

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend "Sales and Use Tax" Seminar. The one-day Seminar is
sponsored by Lorman Education Services.
Education Institute.

Traveler (s) Name: 1. TeRea T. Smith 4. _____
2. RoShonda Moultrie 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$595.00 Advance Registration Required: \$458.00

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

Additional Comments: Attendees receive credit for 8 hours Continuing Professional Education
applicable toward the CPE hours required to maintain standing as a Certified
Revenue Examiner (CRE) and/or Certified Revenue Officer (CRO).

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$595.00 and advance registration of \$458.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,200.00</u>	
Approved Requests:	<u>\$930.00</u>	
Budget Available:	<u>\$5,270.00</u>	
Current Requests:	<u>\$595.00</u>	
Budget Balance:	<u>\$4,675.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 2

Date: October 20, 2011
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

TH

Request approval to be granted for the following:

Destination: Auburn, Alabama
Departure Date: December 1, 2011 Return Date: December 1, 2011
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend CROAA breakout session and CROAA Board of Directors Meeting at the
2011 ACCA Legislative Conference. Timely tax/revenue topics will be discussed.
Attendance will help maintain required level of CPE for CRE certification.

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

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

Total (est.) Cost: \$80.00 Advance Registration Required: \$0.00

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

Additional Comments: No registration fee is required to attend only the County Revenue Officers
Association of Alabama ("CROAA") session and meeting. Attendee currently
serves as the Vice President of CROAA and will earn 2 CPE hours for attending.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$80.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,200.00</u>	
Approved Requests:	<u>\$1,525.00</u>	
Budget Available:	<u>\$4,675.00</u>	
Current Requests:	<u>\$80.00</u>	
Budget Balance:	<u>\$4,595.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda
OCT 24 2011

Request # 1

Date: October 13, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville, AL
Departure Date: October 27, 2011 Return Date: October 27, 2011
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: ACCMA Board Meeting

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

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

Total (est.) Cost: \$194.27 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: 174.27 - Mileage; 20.00 - Meals

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$194.27 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51120.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$0.00

Budget Available: \$15,000.00

Current Requests: \$194.27

Budget Balance: \$14,805.73

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 2

Date: October 18, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

[Handwritten signature]

Request approval to be granted for the following:

Destination: Clanton, AL
Departure Date: November 10, 2011 Return Date: November 10, 2011
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend PESCA Quarterly Meeting

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

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

Total (est.) Cost: \$286.80 Advance Registration Required: \$200.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - 86.80; Registration 200.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$286.80 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$194.27</u>	
Budget Available:	<u>\$14,805.73</u>	
Current Requests:	<u>\$286.80</u>	
Budget Balance:	<u>\$14,518.93</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/18/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 24 2011

Request # 1

Date: October 12, 2011
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel and Spa, Montgomery, AL
Departure Date: November 2, 2011 Return Date: November 2, 2011
Conference Leave (Days / Hours): 1 day / 8hrs.
Purpose of Travel: Attend seminar on Basic Retaining Wall Design

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$5,000.00</u>
Current Requests:	<u>\$125.00</u>
Budget Balance:	<u>\$4,875.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/13/2011

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 24 2011

Date: October 20, 2011
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: November 30, 2011 Return Date: December 1, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA 2011 Annual Legislative Conference

Traveler (s) Name: 1. Jane Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

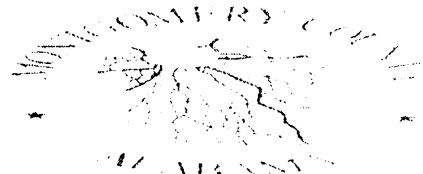
Total (est.) Cost: \$390.98 Advance Registration Required: \$125.00
Department Name: ECD Fund Name: Emergency Communications D
Additional Comments: Mileage -62.16; Meals - 75.00; Hotel - 128.82; Registration - 125.00

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

The above request is app. 10/24/11 reimbursement of actual and necessary expenses in the
approximate amount of \$390.98 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>784-51986.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$5,000.00</u>
Current Requests:	<u>\$390.89</u>
Budget Balance:	<u>\$4,609.11</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2011

cc: Finance Director / Buyer

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ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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

Agenda

OCT 24 2011

October 20, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Consider Board Member Appointment to the City/County Personnel Board

At the last County Commission meeting, the Board Member Appointment to the City/County Personnel board was on the agenda and the Commission agreed to carry over this item to the next meeting.

This item has been placed on the agenda for October 24, 2011.

DLM/tn

Personnel Board, City-County

Members:

Term Expires:

*

Charles Paterson
2611 Fernway Drive
Montgomery, AL 36111
Home: 265-1411
Work: 834-6500

(County)

10/1/2016

Johnny Baker
2277 Semmes Drive
Montgomery, AL 36106
Home: 272-9405
Work: 262-7773

(Courts)

10/1/2011

Benita Froemming (Chairman)

(City)

10/1/2001

NOTE: Although Ms. Froemming's term expired 10/1/2001, she will continue to serve on the Board as the City's Representative until the city deems it appropriate to take action on this matter.

Term: 6 years