

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MAY 5, 2014

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Sheriff D.T. Marshall
Probate Judge Steven L. Reed and Director of Elections Daniel Baxter
Managing Director Mike Dunn with Merchant Capital and Attorney Clinton Graves with
Gilpin Givhan, PC

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Ingram

Pledge of Allegiance Led By Commissioner Walker

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 21, 2014

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Modification Number 1 to 2013 Weatherization Grant Agreement Number DOE 028-13, County Commission
2. Consider Agreement with The Bridge, Inc., for the Davis Program, Youth Facility
3. Consider Amendment Number 2 to Contract with American Facility Services Regarding Custodial Services at the Community Corrections Buildings and the CareHere Clinic at South Hull Street, County Commission
4. Consider Amendment Number 1 to Contract with American Amenities, Inc., for Admission Kits and Indigent Hygiene Kits, Detention Facility
5. Consider Change Order Number 2 to the Agreement with Alexander Sealcoating & Striping, Inc., Regarding the Montgomery County Department of Human Resources Building Paving Project Number 1305-GVA, County Commission
6. Consider Authorization for the Installation of an Air Conditioning Unit in the Electrical/Server Bank Room in the New Detention Facility and Related Budget Change in the Amount of \$9,881, Detention Facility
7. Consider Payment of Invoice, Dated April 16, 2014, from the Montgomery Public Schools Regarding FY14 Reimbursement of Debt Service Expenditures for Qualified School Construction Bonds (QSCB) Funds, County Commission
8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Authorization to Implement Montgomery County Student Apprenticeship Summer Jobs Program, County Commission
10. Consider Budget Change Request Number 15 Regarding Funding for Montgomery County Student Apprenticeship Summer Jobs Program, County Commission Appropriations
11. Consider Budget Change Request Number 17 Regarding Authorization to Regrade and Place Crushed Stone on Entrance Road and Parking Area of the Alabama Forestry Commission Facility, County Commission Appropriations
12. Consider Position Fill Request for Pre-Trial Diversion Interviewer, Position Number 428075004, District Attorney's Office
13. Consider Position Fill Request for Fingerprint Classifier, Position Number 189, Sheriff's Office
14. Consider Travel/Training Requests (17)

Reports from Staff:

County Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Executive Director Paul Brown with Community Corrections
Director Aylia McKee with Public Defender's Office and Griffin Harris with PH&J
Architecture, Inc.
Revenue Commissioner Janet Buskey
Revenue Manager Terri Henderson
Christy Holding with The Samaritan Counseling Center
Managing Director Mike Dunn with Merchant Capital

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MAY 19, 2014

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.

MAY 26, 2014

County Holiday (Memorial Day)

JUNE 2, 2014

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.

JUNE 16, 2014

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.

JULY 4, 2014

County Holiday (Independence Day)

JULY 7, 2014

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.

JULY 21, 2014

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.

PERSONNEL ACTIONS

Fill action continues for 1 Deputy Administrator – County Commission Office
Fill action continues for 1 Mapping Technician – Appraisal Department
Fill action continues for 3 Appraiser II – Appraisal Department
Fill action continues for 1 Clerk III – Appraisal Department
Fill action continues for 1 IT Specialist/Systems (Applications) – Appraisal Department
Fill action continues for 1 IT Specialist/Network/Infrastructure – Appraisal Department
Fill action continues for 1 IT Technicians/Systems – Appraisal Department
Fill action continues for 1 IT Engineering/Systems – Appraisal Department
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Purchasing Manager – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Secretary – District Attorney's Office
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 Director – District Attorney Pre-Trial
Fill action continues for 30 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 1 Corrections Officer / Corporal – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 1 CREO 1 (Bridge) – Engineering Department
Fill action continues for 2 Road Maintenance Supervisor's – Engineering Department
Fill action continues for 5 CREO 1's – Engineering Department
Fill action continues for 2 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 2 Deputy Sheriff/Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 3 Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Retired RSA Employee – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator I/II – Sheriff's Office
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Detention Office – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Service Maintenance Worker I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

May 5, 2014

Agenda

MAY - 5 2014

05-05-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-18-14

Check Number	To	Check Number
242801		242861
Total Checks Paid		\$244,376.68

CHECK #	PAYEE	AMOUNT	DATE
242800	Stivers Ford Lincoln Mazda	\$101,336.00	04/10/14

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

05-05-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-18-14

Check Number	To	Check Number
242862		242936
Total Checks Paid		\$216,537.17

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

Agenda

MAY - 5 2014

05-05-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-25-14

Check Number	To	Check Number
242937		242996
Total Checks Paid		\$228,014.21

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

Agenda

MAY - 5 2014

05-05-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-25-14

Check Number	To	Check Number
242997		243072
Total Checks Paid		\$429,710.95

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

Agenda

MAY - 5 2014

05-05-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-02-14

Check Number	To	Check Number
243073		243109
Total Checks Paid		\$870,916.57

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

Agenda

MAY - 5 2014

05-05-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-02-14

Check Number	To	Check Number
243110		243198
Total Checks Paid		\$164,343.56

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
05/02/14

Payroll Check Number	119500	To	Payroll Check Number	119599	\$ 64,710.76
Direct Deposits					\$ 768,741.40
Payroll Check Number	119600	To	Payroll Check Number	119658	\$ 242,077.86
Direct Deposits					\$ 333,450.00
Federal Deposits					\$ 297,120.24
Total Payroll Paid					\$ 1,706,100.26

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

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

April 11, 2014

The Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

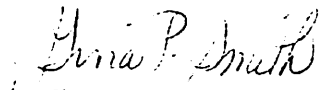
RE: Modification No. 1
Grant No.: DOE-028-13

Enclosed are two copies of the above-referenced Department of Energy Grant Modification.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed is an agreement form that must be signed and returned along with the grant modification.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,


Jim Byard, Jr.
Director

JB/BM/ks

Enclosures

cc: Mr. Greg Clark

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

MAY - 5 2014

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

RE: Grant No.: DOE 028-13

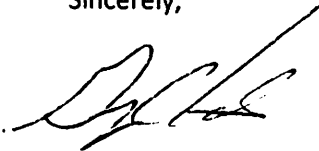
Dear Mr. Mims,

Please find attached Grant Modification No. 1 for the DOE 028-13 Grant. This modification extends the original completion date from March 31, 2014 to March 31, 2015, and extends subgrant closeout procedures to April 30, 2015.

Please have both originals signed, witnessed, and returned to CARPDC. One original will be kept with the grant reports at CARPDC and the other submitted to ADECA-ED. After execution please retain a copy for your files.

If you have any questions or I may be of any assistance, please contact me at 262-4300.

Sincerely,



Greg Clark
Executive Director

GC/db

Enclosures

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

April 11, 2014

The Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

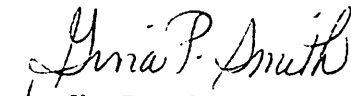
RE: Modification No. 1
Grant No.: DOE-028-13

Enclosed are two copies of the above-referenced Department of Energy Grant Modification.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed is an agreement form that must be signed and returned along with the grant modification.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,


for Jim Byard, Jr.
Director

JB/BM/ks

Enclosures

cc: Mr. Greg Clark

Grant Agreement No.: DOE-028-13

Modification No.: 1

Total Grant Amount: \$98,450.00

**MODIFICATION TO
2013 WEATHERIZATION GRANT AGREEMENT**

THIS MODIFICATION is entered into as of April 1, 2014, by and between the **ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**, hereinafter called the "Department," and **MONTGOMERY COUNTY COMMISSION**, hereinafter referred to as the "Subgrantee." This modification amends **Grant Agreement No. DOE-028-13** dated on September 11, 2013.

1. **PURPOSE:** The purpose of this modification is to amend "**Paragraph 3: Duration**" and the relative attachments of the above-referenced Grant Agreement.
2. "**Paragraph 3: Duration**" is hereby amended to read as follows:
 - a. **Duration:** The Subgrantee shall commence performance of this Agreement on September 11, 2013, and shall complete performance to the satisfaction of the Department not later than March 31, 2015, and shall complete subgrant closeout procedures to the satisfaction of the Department not later than April 30, 2015.
3. All other terms and conditions not affected by this modification shall remain in full force and effect.

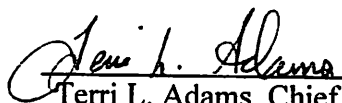
**IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBGRANTEE HAVE
EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:**

**ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS**

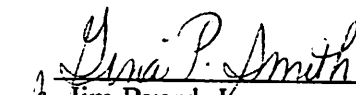
Department

MONTGOMERY COUNTY COMMISSION

Subgrantee

 April 2, 2014
Terri L. Adams, Chief Date
Energy Division

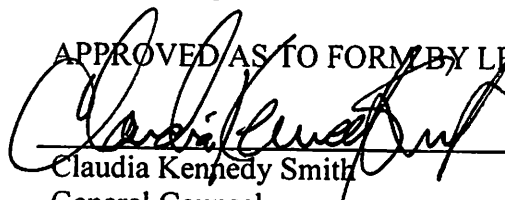
Authorized Official for Subgrantee Date

 4/10/14
Jim Byard, Jr. Date
Director

Subgrantee Witness Date

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

APPROVED AS TO FORM BY LEGAL:

 4/10/14
Claudia Kennedy Smith Date
General Counsel

TO: ANY JUDGE

**RE: GRANT NO. DOE-028-13
Modification 1**

Montgomery County Commission, hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this grant/contract, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

Authorized Official of Montgomery County Commission

**Montgomery County
Youth Facility**

Agenda

MAY - 5 2014

Memo

Date: April 11, 2014
To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Re: The Bridge, Inc. Contract



Please place the attached contract with The Bridge, Inc. on the April 21st working agenda. This contract is to operate our Davis Treatment Program.

Thank you for your consideration in this matter.



April 3, 2014

Mr. Bruce R. Howell
Montgomery County Youth Facility
1111 Airbase Blvd
Montgomery, AL 36108-0219

Dear Mr. ^{BRUCE} Howell:

Enclosed please find the agreement between the Montgomery County Commission and The Bridge, Inc.
Please contact me if you have questions.

We appreciate the opportunity to continue to work with the Montgomery Juvenile Court and the young people of Montgomery County.

Sincerely,


Tim Naugher

Executive Director

TN/jmc

Enclosure

5/1/14 — 4/30/15

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1: Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day treatment program, the Weekend Adolescent Intensive Treatment program, and a program for Truancy Elimination. The daily program capacity is 35 male and female youths. The Company agrees to operate the program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-12P-017.

Section 2: Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation of the program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company at its sole cost and expense, shall provide for the comprehensive liability coverage and workmen's compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics The program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8 Program Records The Company will maintain program records of all significant activities related to the operation of the program. These records will be available for review by the Contracting Authority.

Section 9 Compliance The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10 Physical Examination The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the program.

Section 11. Term The Term of this Agreement shall commence on May 1, 2014 and shall run through April 30, 2015, with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one year renewal period. The company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 12 herein.

Section 12. Compensation for Services The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement for the period commencing on May 1, 2014 and ending April 30, 2015, the sum of \$450,000.00 Dollars, payable in monthly installments of \$37,500.00.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 13. Billing for Services The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-12P-017. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 14. Unusual Occurrences and Incidents The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 15. Breach, Notice, and Cure In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 16. Prohibition of Assignment The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 17. Hold Harmless The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 18. Notice If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:
Bruce R. Howell, Administrator
Montgomery County Family Court
P.O. Box 9219-1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:
Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904

Section 19. Resolution of Disputes If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 20. Complete Agreement; Amendments and Waivers This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

By: _____ Date: _____

Tim Naugher, Executive Director

ATTEST:

The Montgomery County Commission

By: _____ Date: _____

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: April 16, 2014

RE: Contract 51901-12B-001
Custodial Services for Care Here Clinic and Community Corrections Bldgs.

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

This will allow for the contract to be extended for an additional five (5) month period, beginning March 1, 2014 and ending on July 31, 2014.

All pricing and provisions of the contract shall remain the same.

If further information is needed, please let me know.

Attachment

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

AMENDMENT
TO
CONTRACT BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
AMERICAN FACILITY SERVICES

AMENDMENT NO. 2

DATE: May 5, 2014

Contract No. 51901-12B-001 Custodial Services for Care Here Clinic located at 300 South Hull Street and Community Corrections Buildings, is hereby amended as follows:

-Contract is hereby extended for a five (5) month period, beginning March 1, 2014 and ending on July 31, 2014.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

AMERICAN FACILITY SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: April 16, 2014

RE: Contract 52200-13B-008 Admissions Kits and Indigent Hygiene Kits
For The Montgomery County Detention Facility

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

This will allow the contract to be extended for a one (1) year period beginning June 1, 2014 and ending May 31, 2015 with the option to renew for one (1) additional year. A price escalation may be allowed but shall not exceed 5% per year.

If further information is needed, please let me know.

Attachment

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

AMENDMENT
TO
CONTRACT BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
AMERICAN AMENITIES, INC.

AMENDMENT NO. 1

DATE: May 5, 2014

Contract for Admission Kits and Indigent Hygiene Kits for the Montgomery County Detention Facility is hereby amended as follows:

The price for the Admission Kits is increased by 5%, changing from \$75.60 per case to \$79.38 per case. The price for the Indigent Hygiene Kits is increased by 5%, changing from \$73.60 per case to \$77.28 per case.

Contract is extended for a one (1) year period beginning June 1, 2014 and ending May 31, 2015 with the option to renew for one (1) additional year. A price escalation may be allowed but shall not exceed 5% per year.

All other provisions of the contract will remain the same.

WITNESS:

AMERICAN AMENITIES, INC.

BY: _____

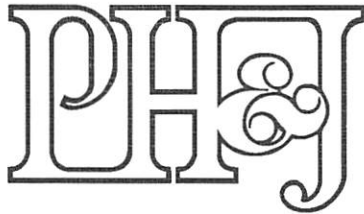
TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



architects inc.

Agenda

MAY - 5 2014

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

April 14, 2014

Mr. Donnie Mims, Administrator
Montgomery County
100 S. Lawrence Street
Montgomery, AL 36102

RE: Miscellaneous Architectural Improvements for the Montgomery County Commission to the Montgomery County Department of Human Resources Building – Paving Project: PH&J #1305-GVA

Dear Mr. Mims:

Enclosed are four (4) copies of the Change Order #2 to the Agreement between Owner and Contractor on the above referenced project for your review and the Chairman's signature.

After the documents have been signed please return all copies to our office **to my attention** for further processing.

Sincerely,

Kristie Hutto
Enclosures
cc: File



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Miscellaneous Architectural
Improvements for the Montgomery
County Commission to the
Montgomery County Department of
Human Resources Building – Paving
Project

CHANGE ORDER NUMBER: 002
DATE: March 31, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR (Name and address):
Alexander Sealcoating & Striping, Inc.
755 Anderson Road
Montgomery, AL 36121

ARCHITECT'S PROJECT NUMBER: 1305-GVA
CONTRACT DATE: November 4, 2013
CONTRACT FOR: Paving

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD to repair damaged handicapped ramp at employees entrance.....\$ 800.00
DEDUCT materials paid by owner from the contract amount.....\$66,164.54
DEDUCT to reverse sales tax from contract amount.....\$ 6,616.45

Total.....\$71,980.99

The original Contract Sum was	\$ 149,609.00
The net change by previously authorized Change Orders	\$ 1,450.00
The Contract Sum prior to this Change Order was	\$ 151,059.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 71,980.99
The new Contract Sum including this Change Order will be	\$ 79,078.01

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.

ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104

ADDRESS

BY (Signature)

Patrick Addison, Vice President

(Typed name)

3/31/14

DATE

Alexander Sealcoating & Striping, Inc.

CONTRACTOR (Firm name)

755 Anderson Road
Montgomery, AL 36121

ADDRESS

BY (Signature)

Mark Alexander, President

(Typed name)

4-8-14

DATE

The Montgomery County Commission

OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102

ADDRESS

BY (Signature)

Elton Dean, Chairman

(Typed name)

DATE

SUMMARY OF OWNER-CONTRACTOR ACCOUNT

To: Mr. Donnie Mims, Administrator
Montgomery Co. Commission
P. O. Box 1667
Montgomery, AL 36102-1667

PH&J Project: DHR Building Parking Lot/Misc. Repairs
Montgomery, Alabama

Project: 1305-GVA

Contractor: Alexander Sealcoating & Stripping, Inc.

We have reviewed the Contractor's Application for Payment (Copy Attached) and have summarized below for your convenience this and previous applications, and the status of this account.

Record of Contract Adjustments

Date	Document	Subject	Add/Deduct Amount	Current Adjusted Contract Sum
12/31/13	Original Contract			149,609.00

Tabulation of Certified Payments

Pay Contractor > Alexander Sealcoating & Stripping, Inc.

[illegible]

PH&J architects, inc.

Distribution: 3 copies to owner

By: _____

Chevette Culver



Agenda

MAY - 5 2014

D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

April 1, 2014

MEMORANDUM

TO : Mr. Donnie Mims
Montgomery County Commission
County Administrator

FROM : Chief Deputy Derrick Cunningham 

SUBJECT : Installation of A/C in New Jail

Attached is information that was sent to me from your Maintenance Department regarding the installation of an air conditioner in the Electrical Room of the New Jail. As you know, the UPS' are stored in the said Electrical Room and due to the excessive heat, the batteries must be replaced more frequently than if the room was cool. I still feel this issue should have been addressed during the installation of the jail. Furthermore, due to the excessive heat, this matter must be addressed because as it stands replacement of the UPS batteries will cost \$20,000, which is not feasible.

Please let me know your thoughts in this matter as soon as possible so that this matter can be resolved in a timely manner.

DC/crv

SERVICE ON HEATING.
AIR CONDITIONING.
ICE MACHINES, &
REFRIGERATION UNITS.



596F OLIVER ROAD
MONTGOMERY, ALABAMA 36117
TELEPHONE:
279-6933

March 6, 2014

Mr. Pat Litchfield
Montgomery County Courthouse/Jail
100 Lawrence Street
Montgomery, AL 36104

Dear Pat,

We propose to furnish the materials, parts and labor to install a 3 ton Mini-Split a/c unit in the electrical/server bank room in the New Jail. Pricing includes indoor wall hanging unit with condensate pump, outdoor condensing unit, thermostat control, electrical power wiring and core drilling.

Electrical power pricing is based on using available space in existing electrical panel. The price does not include any additional panels or disconnects if it is found the existing electrical panel will not work.

Warranty is 1 year on parts and labor with an extended 7 years on the compressor only.

Total \$9880.50

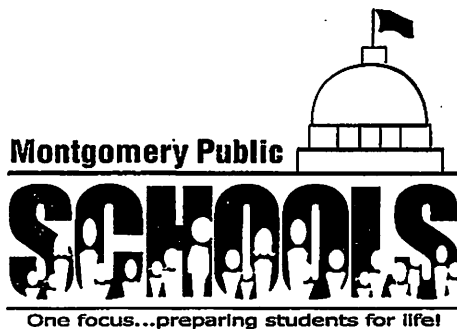
Thank you for the opportunity to quote this work.

Sincerely,
Climate Service, Inc.

Dan Downes, Jr.
Climate Service, Inc.
596F Oliver Rd.
Montgomery, AL 36117

ph. 334-279-6933

fax 334-260-9890



Agenda

MAY - 5 2014

INVOICE

Montgomery Public Schools / Finance Office
P.O. Box 176
Montgomery, AL 36101-0176
334-223-6794

TO: Ms. Sherrill Thomas
Finance Director
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

FROM: Ron Glover 
Assistant Superintendent for Finance

DATE: April 16, 2014

RE: FY 14 Reimbursement of Debt Service Expenditures for QSCB Funds

Request for reimbursement of Debt Service expenditures paid by Montgomery Public Schools for QSCB (Qualified School Construction Bonds) funds in FY 14:

County's Portion of Sinking Fund (Principal) Payment	-	\$326,000.00
County's Portion of Interest Payment	-	<u>\$ 29,000.00</u>
TOTAL	-	\$355,000.00

The check should be made payable to "Montgomery Public Schools" and mailed to Finance Office, PO Box 176, Montgomery, AL 36101-0176. Additional information/documentation for this request is included in the email and other attachment. There are three remaining quarters of interest payments to be made, and MPS will invoice the City of Montgomery in August 2014 for the remaining \$85,000 of the City's \$440,000 FY 13 commitment.

Please contact me at 223-6795 if you have any questions or need additional information or documentation.

MONTGOMERY PUBLIC SCHOOLS * PO BOX 176 * MONTGOMERY, AL 36101-0176

CHECK DATE

Nov 15, 2013

REFERENCE NUMBER	REF DATE	P.O. NUM	GROSS AMT	DISCOUNT	FED WITHOLD	NET
14-900552-1 DESCRIPTION: MONTGOMERY CO. QSCB SINKING FUND PAYMENT	11/14/2013	14-900552	1410524.46	0.00	0.00	1410524.46
DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS			VENDOR NO: 012730	CHECK NO: 0101970	TOTAL	\$1,410,524.46

PAYABLES FUND
MONTGOMERY PUBLIC SCHOOLS
 PO BOX 176
 MONTGOMERY, AL 36101-0176

REGIONS BANK
 MONTGOMERY, ALABAMA

61-569
 620

NO: 0101970

DATE

NOV 15, 2013

PAY EXACTLY *ONE MILLION, FOUR-HUNDRED TEN THOUSAND, FIVE-HUNDRED TWENTY-FOUR DOLLARS AND FORTY-SIX CENTS*

\$1,410,524.46

PAY TO THE ORDER OF ALABAMA DEPT OF EDUCATION
 P O BOX 302101
 MONTGOMERY, AL 36130-2101

FILE COPY

AP

MONTGOMERY PUBLIC SCHOOLS
 PO BOX 176
 MONTGOMERY, AL 36101-0176

ALABAMA DEPT OF EDUCATION
 P O BOX 302101
 MONTGOMERY, AL 36130-2101

MONTGOMERY PUBLIC SCHOOLS PURCHASE ORDER

Type VENDOR NAME and ADDRESS below according to Postal Service requirements
PURCHASE ORDER MUST BE TYPEWRITTEN

NOTICE TO VENDOR: This is your authority to ship prepaid the items listed below to the following address. Payment for these items will be delayed until all items are received or cancelled. Address all necessary correspondence to Consignee and send duplicate to: Montgomery Public Schools - Public Schools - by State Law - are exempt from sales tax. Legal references: Section 40-23-4(11) of the Code of Alabama 1975, Alabama Department of Revenue Regulation 810-6-3-47.03.

USE THIS LINE ONLY IF NECESSARY

Attn: **NANCY SMITH, LEA ACCOUNTING**
ALABAMA DEPARTMENT OF EDUCATION
P.O. BOX 302101
MONTGOMERY AL 36130-2101

Ship To: Attn: **RON GLOVER, ASST. SUPERINTENDENT**
MONTGOMERY COUNTY BOARD OF EDUCATION
307 SOUTH DECATUR STREET
MONTGOMERY AL 36104

Invoice in duplicate

Referencing our P.O. No to:

MONTGOMERY PUBLIC SCHOOLS

P.O. Box 176 Montgomery, AL 36101-0176

Check (✓) When items are received		Authorizing signature approving purchase		Signature of person authorized to request goods to be bought and shipped		FINANCE OFFICE USE ONLY	
ECL	QUANTITY	ITEMS	UNIT PRICE	EXTENSION			
		RE: QSCB Sinking Fund Payment					
		Montgomery County Board of Education's portion of the SERIES 2009-QSCB issued by the Alabama Public School and College Authority (PSCA)					
	1	Sinking fund payment:	\$1,410,524.46	\$1,410,524.46			
ENCUMBERED RECEIVED NOV 14 2013 FINANCE OFFICE PAID							
Estimated SHIPPING/HANDLING charge (if applicable)							

(ECL - Expenditure Coding Line)

I hereby certify that the above merchandise has been received in good condition and the purchase order is now approved for payment.

TOTAL: \$1,410,524.46

Date Order Completed: _____

Allocation: _____

Authorized Signature: _____

ECL	Fund	AT	Account Code (Func)	Object	Cost Center	Fund Source	AY	Program	Special Use	Line Amount
	13	51	0114	000	0000	9116	0	0000	0000	\$594,362.45
	13	51	0114	000	0000	9118	0	0000	0000	\$816,162.01
		5					0			
		5					0			

PURCHASE ORDER NUMBER

14-900552

VENDOR NUMBER

12730

DATE P.O. NUMBER ISSUED

11-14-13



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Thomas R. Bico
State Superintendent of Education

October 30, 2013

Alabama
State Board
of Education

MEMORANDUM

Governor
Robert Bentley
President

TO: Selected City and County Superintendents
Selected Chief School Financial Officers

Tracy T. Roberts
District I

FROM: Warren Craig Pouncey
Chief of Staff

Billy Peters
District II

RE: QSCB Sinking Fund Payment

Stephanie Bell
District III

The annual sinking fund payment for the *Series 2009-QSCB* issued by the Alabama Public School and College Authority (PSCA) will be due soon. The amount of the sinking fund payment for your school board is identified on the attached list.

Yvette M.
Richardson, Ed.D.
District IV

The sinking fund payment amount for your school board must be submitted to our offices by **November 20, 2013**. The check should be made payable to the **Alabama Department of Education**. The check may be sent to one of the following addresses:

Elle B. Bell
District V
President Pro Tem

Mailing Address: Nancy Smith
LEA Accounting
Alabama Department of Education
PO Box 302101
Montgomery, AL 36130-2101

RECEIVED

NOV 14 2013

Charles E. Elliott, M.D.
District VI
Vice President

FINANCE OFFICE

Jeff Nowman
District VII

Delivery Address: Nancy Smith
Alabama Department of Education
5141 Gordon Persons Building
50 North Ripley Street
Montgomery, AL 36104

Mary Scott Hunter, J.D.
District VIII

Thomas R. Bico, Ed.D.
Secretary and
Executive Officer

If you have questions regarding the submission of the sinking fund payment or our receipt of your payment contact Mrs. Nancy Smith at (334) 242-9853 or nsmith@alsde.edu.

PAID

WCP/DWH

Attachment

Series 2009-QSCB

<u>SYSTEM</u>	<u>Sinking Fund Payment</u>
Baldwin County	87,064.91
Bibb County	156,227.66
Blount County	195,258.55
Calhoun County	105,539.54
Cherokee County	24,563.44
Coffee County	195,258.55
Covington County	156,227.66
Elmore County	287,891.87
Henry County	156,227.66
Jackson County	70,307.65
Lawrence County	249,953.84
Limestone County	320,729.86
Marshall County	156,227.66
Montgomery County	1,410,524.46
Randolph County	104,134.42
St Clair County	43,142.15
Shelby County	57,609.60
Tallapoosa County	312,403.26
Washington County	208,268.85
Albertville City	312,403.26
Boaz City	214,774.00
Cullman City	203,012.69
Demopolis City	156,227.66
Dothan City	195,258.55
Florence City	79,779.15
Hartselle City	1,151,567.49
Jacksonville City	19,931.78
Leeds City	44,911.55
Muscle Shoals City	86,388.38
Opp City	19,515.45
Phenix City	421,793.86
Piedmont City	78,113.83
Roanoke City	15,612.35
Thomasville City	65,623.94
Vestavia Hills City	229,293.49
TOTAL	7,591,769.02

RECEIVED

NOV 14 2013

FINANCE OFFICE

PAID

Tammy Nix

From: Glover, Ron <Ron.Glover@mps.k12.al.us>
Sent: Wednesday, April 16, 2014 3:43 PM
To: Donald Mims
Subject: Debt Service / Sinking Fund Payment
Attachments: QSCB - Montg County Invoice & Sinking Fund Payment (4-16-14).pdf

Donnie,

As we have previously discussed, the Montgomery County Commission agreed to pay \$440,000.00 to Montgomery Public Schools in FY's 12, 13 and 14 for the interest and sinking fund payments on the Round 1 – B'ham QSCB funds. Included in the attachment is a copy of the check, purchase order and invoice for payment to the Alabama Department of Education for the FY 14 sinking fund payments for two of the QSCB bond issues, including \$816,162.01 for the Round 1 – B'ham funds. Additionally, there was a first quarter interest payment of \$73,121.99 due for the Round 1 – B'ham funds in December. This amount is being withheld by the SDE from the state's annual capital purchase allocation to MPS, so there is no check being written by MPS for that. The total amount of the sinking fund and interest payments is \$889,284.00. The County's share of these payments is \$355,000.00 (see attached invoice). The balance of the \$440,000 – \$85,000 – will be billed to you in August 2014. It will be for the County's share of the remaining three quarters of interest payments.

Thanks for your help with this. Let me know if you have any questions or need additional information.

Ron Glover

Montgomery Public Schools: One Focus ... Preparing Students for Life!

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

Agenda

MAY - 5 2014

May 5, 2014

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) and to sign the contracts:

****C-2014-69:** Rescind Appropriation to Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County - \$2,500; (Dean-\$500, Harris-\$1,000 and Walker-\$1,000)

NOTE: Allocation should have been made for Ballet Program at E.D. Nixon Elementary School

C-2014-70: Montgomery Ballet, for Ballet Program at E.D. Nixon Elementary School - \$2,500; (Dean-\$500, Harris-\$1,000 and Walker-\$1,000)

C-2014-71: Hospice of Montgomery, Inc., for Indigent Patient Care - \$500; (Ingram)

C-2014-72: Maggie Street Community Development Corporation, for Centennial Hill Health Fair - \$500; (Williams)

NC-2014-91: Auburn University at Montgomery, for NAIA Softball Championship Tournament - \$2,000; (Walker)

****Rescind**

DLM/tll



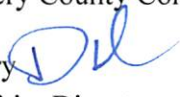
Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

Agenda

MAY - 5 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: Authorization to Implement Student Apprenticeship Summer Program

The idea of a county-sponsored Student Apprenticeship Summer Jobs Program has been met with great enthusiasm from the school guidance counselors I have spoken with over the past week. They would very much like to be involved in the selection of the students. I stated that we would hire students similar to those that we currently have here through our School-to-Work Program: honor roll students involved in the school co-op programs. I also explained that we are looking to hire some students who may have veered slightly off track and need more guidance to succeed in life.

Per the Commissions' request, each commissioner has the opportunity to recommend two students to fill some of the allotted positions available for the summer program. As agreed, they must meet the requirements for employment, as stated in the Montgomery County Student Apprenticeship Summer Jobs Program application.

To fill the remaining positions, I suggest working with the public, private and alternative school guidance counselors to identify three students who will interview for the additional positions available here at the County. As we do with our School-to-Work Program, the students will be given a description of each office and what duties they would perform. They would then rank them by their interest in working in that particular area. While they will interview with each office representative, we have found the students perform better when they are placed in an office where they may have an interest in a future career.

In early May, I would like to set up student interviews, whereby representatives from each elected official's office or department head will interview the students and rank them according to their interest in a particular student. I suggest the summer program run from Monday, June 2nd to Friday, August 8, 2014.

I am asking for the Commission to approve this program as proposed.

I am also asking for the Commission to approve Budget Change Number 15 in the amount of \$78,772 to fund the Student Apprenticeship Summer Jobs Program, so that we may hire 25 students.

Thank you.



Montgomery County Student Apprenticeship Summer Jobs Program
101 S. Lawrence Street
Montgomery, AL 36104
(334) 832-1210

Criteria: Applicant must be a resident of Montgomery County and be enrolled in a public, private, alternative, or home school program as an incoming high school senior or enrolled in the educational programs of a college/university. Applicant must be recommended by the school guidance counselor and a letter of recommendation from that counselor or a recommendation from a Montgomery County Commissioner must be attached to this application.

SECTION A: APPLICANT INFORMATION:

FIRST NAME: _____ MIDDLE NAME _____ LAST NAME _____

DATE OF BIRTH: _____ AGE: _____ GENDER _____
M F

ADDRESS: _____ CITY/STATE/ZIP _____

PHONE: _____ CELL: _____ EMAIL: _____

EMERGENCY CONTACT: _____ PHONE: _____ RELATIONSHIP: _____

Are you currently eligible to work in the U.S.?

____ Yes, I am a citizen ____ I am an eligible non-citizen ____ No, I am not a citizen ____ Other

Current school you are attending: _____ (Public, Private, Alternative or Home School) or

College: _____ Current GPA: _____

School Counselor's Name _____ Telephone: _____ Email: _____

Do you currently have a job: yes no If so, where? _____

Employer Contact: _____ Phone: _____

Past employment: _____

Employer Contact: _____ Phone: _____

(An additional sheet may be attached to list past employment as necessary.)

I do hereby authorize the Montgomery County Commission and its agents/partners to make inquiries regarding my qualifications for work and my job readiness. I authorize the release of personal and academic information to the County including but not limited to, schools, employers, organizations and government agencies. I am aware that the information I have provided is subject to review and verification, (including wage records and employment information) and that I may have to provide documents to support this application.

I am also aware that I am subject to immediate termination if I am found ineligible after enrollment.

Signature of Applicant

Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 15

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 4/17/2014
 DATE: 4/17/2014 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Youth Apprentice Program				
Salaries	001-56502.110	0	72,500	72,500
Social Security	001-56502.124	0	5,547	5,547
Workers Compensation	001-56502.125	0	725	725
Fund Balance	001.35900	0	-78,772	
TOTAL		0	0	78,772

JUSTIFICATION:

Budget the estimated cost of 25 students for the Youth Apprentice Program-Summer Term.

MAY - 5 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 17

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 5/1/2014
DATE: 5/1/2014 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
State Forestry Commission-road improvements	001-51950.213	0	8,350	8,350
In House Contract Services	001-59310.304	96,800	(8,350)	88,450
TOTAL		96,800	0	96,800

JUSTIFICATION:

Budget for the estimated cost of improvements to the entrance road and parking area of the State of Alabama Forestry Commission Facility.

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

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
* P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

April 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: George C. Speake
County Engineer

George C. Speake
4/23/14

SUBJECT: ALABAMA FORESTRY COMMISSION
ESTIMATED COST TO REGRADE AND PLACE CRUSHED STONE
ON ENTRANCE ROAD AND PARKING AREA

As discussed at the April 21, 2014, Information Session, an authorization not to exceed \$8,350.00 is requested for the Engineering Department to regrade and place crushed stone on the entrance road and parking area of the State of Alabama Forestry Commission Facility located at 112621 U.S. Hwy. 331 (on the east side of U.S. 331 north just south of Snowdown between East Pleasant Grove Road and Grant Road).

Engineering Department equipment and personnel will be used to accomplish this work, and upon completion we will submit a total actual cost itemization so that Gasoline Tax accounts can be reimbursed for the actual costs not to exceed \$8,350.00. A detailed cost estimate is attached, summary of which is as follows:

Equipment	\$ 4,150.00
Personnel	\$ 2,200.00
Materials	<u>\$ 2,000.00</u>
TOTAL	\$ 8,350.00

GCS/gcs

Attachment

cc: File

COST ESTIMATE
REGRADE AND PLACE CRUSHED STONE ON ENTRANCE ROAD TO
ALABAMA FORESTRY COMMISSION FACILITY AT 112621 U.S. HWY. 331

EQUIPMENT				
Description	Qty.	Hours	Rate/Hr.	Ext. Cost
Motorgrader	1	10	\$ 70.00	\$ 700.00
Lowboy	1	10	\$ 65.00	\$ 650.00
Dump Truck	1	10	\$ 60.00	\$ 600.00
Dump Truck	1	10	\$ 60.00	\$ 600.00
Dump Truck	1	10	\$ 60.00	\$ 600.00
Dump Truck	1	10	\$ 60.00	\$ 600.00
Pick-up Truck	1	10	\$ 20.00	\$ 200.00
1-Ton Crew Truck	1	10	\$ 20.00	\$ 200.00
TOTAL EQUIPMENT				\$ 4,150.00
PERSONNEL				
Description	Qty.	Hours	Rate/Hr.	Ext. Cost
Supervisor	1	10	\$ 25.48	\$ 254.80
Equipment Operator	1	10	\$ 27.00	\$ 270.00
Truck Driver	1	10	\$ 19.23	\$ 192.30
Truck Driver	1	10	\$ 22.60	\$ 226.00
Truck Driver	1	10	\$ 17.80	\$ 178.00
Truck Driver	1	10	\$ 23.08	\$ 230.80
Truck Driver	1	10	\$ 18.75	\$ 187.50
Laborer	1	10	\$ 18.27	\$ 182.70
Laborer	1	10	\$ 15.93	\$ 159.30
Laborer	1	10	\$ 15.93	\$ 159.30
Laborer	1	10	\$ 15.93	\$ 159.30
TOTAL PERSONNEL				\$ 2,200.00
MATERIALS				
Description	Qty.	Unit	Unit Cost	Ext. Cost
Crushed Stone	100	Tons	\$ 20.00	\$ 2,000.00
TOTAL MATERIALS				\$ 2,000.00
TOTAL				\$ 8,350.00



Offices of
Daryl D. Bailey
District Attorney

Fifteenth Judicial Circuit of Alabama

AZZIE M. TAYLOR
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

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

MAY - 5 2014

April 15, 2014

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

RE: Position Fill Request

Dear Chairman Dean:

Attached is a position fill request for a Pre-Trial Diversion Interviewer.

An internal promotion created this opening in the District Attorney's Office. Among other things, this person is responsible for coordinating the intake of clients by reviewing applications and case histories; coordinating, monitoring and verifying rehabilitative/treatment services; and monitoring client progress through the program.

This position is funded in the current budget.

I respectfully request approval to fill this position. Thank you for your favorable consideration in this matter.

Sincerely,

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

Attachment

2014 APR 16 AM 10:40
COMMUNICATIONS SECTION
MONTGOMERY COUNTY

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

Agenda

MAY - 5 2014

May 1, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

The Montgomery County Commission, at its meeting on April 21, 2014, agreed to place a Position Fill Request for Fingerprint Classifier, Position Number 189, from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Fingerprint Classifier

Position Number 189

Proposed Effective Date April 28, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade \$30,785 - \$43,823 (Pay Grade A05)

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

D. T. Marshall Date April 10, 2014
Department Head

2. Administrative Review

- (☐) Approved
(☐) Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

MAY - 5 2014

Date: March 11, 2014
To: Donald L. Mims, Administrator
From: Tonya L. Mitchell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Al
Departure Date: July 23, 2014 Return Date: July 24, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: CGEI 2014 - Overview of County Government

Traveler (s) Name: 1. Tonya L. Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$201.88 Advance Registration Required: \$175.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$175.00; Mileage - \$26.88

To: Tonya L. Mitchell

From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$201.88 and advance registration of \$175.00 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>\$23,200.00</u>	
Approved Requests:	<u>\$9,012.11</u>	
Budget Available:	<u>\$14,187.89</u>	
Current Requests:	<u>\$605.64</u>	
Budget Balance:	<u>\$13,582.25</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/12/2014

cc: Finance Director / Buyer

14-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY - 5 2014

Request # 18

Date: April 23, 2014

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New Orleans, LA

Departure Date: July 10, 2014

Return Date: July 15, 2014

Conference Leave (Days / Hours): 6 Days

Purpose of Travel: Attend NACO 2014 Annual Conference & Exposition

National Association of Counties

Traveler (s) Name: 1. Dan Harris 4. _____
2. Jiles Williams, Jr 5. _____
3. Donald L. Mims 6. _____

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

Total (est.) Cost: \$7,221.00 Advance Registration Required: \$1,515.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$1,515; Meals- \$1,200; Airfare-\$1,467;Lodging \$3,039

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$7,221.00 and advance registration of \$1,515.00 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>\$23,200.00</u>	
Approved Requests:	<u>\$10,642.51</u>	
Budget Available:	<u>\$12,557.49</u>	
Current Requests:	<u>\$7,221.00</u>	
Budget Balance:	<u>\$5,336.49</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/25/2014

cc: Finance Director / Buyer

14-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

MAY - 5 2014

Date: April 24, 2014
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: August 20, 2014 Return Date: August 20, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Auburn University Tax Workshop
Qualifies toward annual 40 hours of CPE requirement for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$160.00 Advance Registration Required: \$160.00

Department Name: Finance Department Fund Name: General

Additional Comments: Registration \$160

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$160.00 and advance registration of \$160.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$420.00</u>
Budget Available:	<u>\$2,580.00</u>
Current Requests:	<u>\$160.00</u>
Budget Balance:	<u>\$2,420.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/24/2014

cc: Finance Director / Buyer

14-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

MAY - 5 2014

Date: April 25, 2014
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: August 21, 2014 Return Date: August 21, 2014
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: Balch & Bingham Annual Business Planning Seminar
Qualifies toward annual 40 hours of CPE requirement for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$13.44 Advance Registration Required: \$0.00

Department Name: Finance Department Fund Name: General

Additional Comments: Mileage \$13.44

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$13.44 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$420.00</u>
Budget Available:	<u>\$2,580.00</u>
Current Requests:	<u>\$173.44</u>
Budget Balance:	<u>\$2,406.56</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/25/2014

cc: Finance Director / Buyer

14-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

MAY - 5 2014

Date: April 28, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: June 6, 2014 Return Date: June 6, 2014

Conference Leave (Days / Hours): 4-5 Hrs. (1/2 Day)

Purpose of Travel: Attendee To Serve As Instructor At The ALTIST 2014 CRE Update Class
(1st Offering) In Hoover, AL On 6/6/2014 For Approx. 1-2 Hours Of The 8-Hour
Class At Request Of Auburn Univ. CGS and the ALTIST Board.

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

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

Total (est.) Cost: \$92.96 Advance Registration Required: \$0.00

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

Additional Comments: No Registration Fee Applicable As Class Instructor.
Mileage \$92.96.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$92.96 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$5,513.76</u>
Budget Available:	<u>\$2,486.24</u>
Current Requests:	<u>\$92.96</u>
Budget Balance:	<u>\$2,393.28</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/28/2014

cc: Finance Director / Buyer

14-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

MAY - 5 2014

Date: April 28, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: August 1, 2014 Return Date: August 1, 2014

Conference Leave (Days / Hours): 4-5 Hrs. (1/2 Day)

Purpose of Travel: Attendee To Serve As Instructor At The ALTIST 2014 CRE Update Class
(2nd Offering) In Hoover, AL On 8/1/2014 For Approx. 1-2 Hours Of The 8-Hour
Class At Request Of Auburn Univ. CGS and the ALTIST Board.

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

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

Total (est.) Cost: \$92.96 Advance Registration Required: \$0.00

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

Additional Comments: No Registration Fee Applicable As Class Instructor.
Mileage \$92.96.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$92.96 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>\$8,000.00</u>	
Approved Requests:	<u>\$5,513.76</u>	
Budget Available:	<u>\$2,486.24</u>	
Current Requests:	<u>\$185.92</u>	
Budget Balance:	<u>\$2,300.32</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/28/2014
cc: Finance Director / Buyer

14-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAY - 5 2014

Date: April 22, 2014
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham AL
Departure Date: May 15, 2014 Return Date: May 15, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Cisco Seminar on New Cisco Products

Traveler (s) Name: 1. Larry Kennedy 4. _____
2. Alfred Jones 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$240.00 Advance Registration Required: \$0.00

Department Name: Information Systems Fund Name: General

Additional Comments: _____

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

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$240.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$19,021.03</u>	
Budget Available:	<u>\$978.97</u>	
Current Requests:	<u>\$240.00</u>	
Budget Balance:	<u>\$738.97</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/22/2014

cc: Finance Director / Buyer

14-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

MAY - 5 2014

Date: April 23, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Florence, AL
Departure Date: September 22, 2014 Return Date: September 26, 2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Southeastern Law Enforcement Executive Development (SLEDS)

Traveler (s) Name: 1. Lieutenant Leigh Persky 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,400.00 Advance Registration Required: \$350.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,400.00 and advance registration of \$350.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$16,003.50</u>
Budget Available:	<u>\$8,996.50</u>
Current Requests:	<u>\$1,400.00</u>
Budget Balance:	<u>\$7,596.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/23/2014

cc: Finance Director / Buyer

14-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

MAY - 5 2014

Date: April 22, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al
Departure Date: May 14, 2014 Return Date: May 16, 2014
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend Association of County Administrators of Alabama 2014 Conference
at Perdido Beach Resort

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: \$975.86 Advance Registration Required: \$185.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration -\$185.00; Meals -\$225.00; Lodging -\$344.10; Mileage -\$221.76

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$975.86 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$8,143.96

Budget Available: \$6,856.04

Current Requests: \$975.86

Budget Balance: \$5,880.18

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/23/2014

cc: Finance Director / Buyer

14-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

MAY - 5 2014

Date: April 23, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Brentwood, TN
Departure Date: May 6, 2014 Return Date: May 7, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Speaker at CareHere Symposium

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: \$380.72 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Meals -\$80.00; Mileage -\$300.72

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$380.72 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$8,143.96</u>	
Budget Available:	<u>\$6,856.04</u>	
Current Requests:	<u>\$1,356.58</u>	
Budget Balance:	<u>\$5,499.46</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/23/2014

cc: Finance Director / Buyer

1410

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY - 5 2014

Request # 8

Date: April 30, 2014
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 28, 2014 Return Date: May 28, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Flagger Training Presented by Alabama Technology Transfer Center/
Auburn University

Traveler (s) Name: 1. Arthur Lee Orum 4. _____
2. Roderick D. Wigfall 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$300.00

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. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,850.00</u>	
Approved Requests:	<u>\$6,547.29</u>	
Budget Available:	<u>\$1,302.71</u>	
Current Requests:	<u>\$300.00</u>	
Budget Balance:	<u>\$1,002.71</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/30/2014

cc: Finance Director / Buyer

14-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAY - 5 2014

Date: April 17, 2014

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: June 4, 2014

Return Date: June 6, 2014

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Abatements an in-depth Look

Traveler (s) Name: 1. Donna Rancy

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: Appraisal

Fund Name: Reappraisal

Additional Comments: _____

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 05/05/14 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: 120-51985.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$30,000.00

Approved Requests: \$9,172.79

Budget Available: \$20,827.21

Current Requests: \$200.00

Budget Balance: \$20,627.21

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/21/2014

cc: Finance Director / Buyer

14-12

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAY - 5 2014

Date: April 28, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 1116 South Hull Street, Montgomery, AL 36104
Departure Date: May 29, 2014 Return Date: May 29, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Spring Education workshop "Live Your Life Well"

Traveler (s) Name: 1. Derrin H. McNear 4. _____
2. Shonda Williams 5. _____
3. Tracy Pezold 6. _____

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

Total (est.) Cost: \$207.00 Advance Registration Required: \$207.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$207.00 and advance registration of \$207.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,500.00</u>	
Approved Requests:	<u>\$6,785.00</u>	
Budget Available:	<u>\$5,715.00</u>	
Current Requests:	<u>\$207.00</u>	
Budget Balance:	<u>\$5,508.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/28/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

MAY - 5 2014

Date: April 30, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: June 24, 2014 Return Date: June 24, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To Attend 2014 Middle District of Alabama Federal Toolkit Training

Traveler (s) Name: 1. J.R. Hornsby 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,500.00</u>
Approved Requests:	<u>\$6,992.00</u>
Budget Available:	<u>\$5,508.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$5,508.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/1/2014
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 31

Agenda

MAY - 5 2014

Date: April 30, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 24, 2014 Return Date: June 27, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: ADAA 2014 Summer Conference

Traveler (s) Name: 1. Ben McGough 4. Michael Brymer
2. Michele Smith 5. Charlie Hawthorne
3. Sam Ford 6. Brittney Bucak

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

Total (est.) Cost: \$9,216.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

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

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$9,216.00 and advance registration of \$2,250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$10,564.00</u>
Budget Available:	<u>\$37,436.00</u>
Current Requests:	<u>\$9,216.00</u>
Budget Balance:	<u>\$28,220.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/30/2014

cc: Finance Director / Buyer

14-15

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

Agenda

MAY - 5 2014

Date: April 30, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 24, 2014 Return Date: June 27, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: ADAA 2014 Summer Conference

Traveler (s) Name: 1. Chris Moore 4. Katie Langer
2. Michael Caddell 5. Michael Brymer
3. Shelley Pope 6. Tim Tyler

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

Total (est.) Cost: \$9,216.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

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

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$9,216.00 and advance registration of \$2,250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$10,564.00</u>
Budget Available:	<u>\$37,436.00</u>
Current Requests:	<u>\$18,432.00</u>
Budget Balance:	<u>\$19,004.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/30/2014
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

Agenda

MAY - 5 2014

Date: April 30, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 24, 2014 Return Date: June 27, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: ADAA 2014 Summer Conference

Traveler (s) Name: 1. Daryl Bailey 4. Kenney Gibbs
2. Sean McTear 5. Wes Shaw
3. Scott Green 6. James Eubank

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

Total (est.) Cost: \$9,216.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

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

The above request is app. 05/05/14 reimbursement of actual and necessary expenses in the
approximate amount of \$9,216.00 and advance registration of \$2,250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$10,564.00</u>
Budget Available:	<u>\$37,436.00</u>
Current Requests:	<u>\$27,648.00</u>
Budget Balance:	<u>\$9,788.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/30/2014
cc: Finance Director / Buyer

14-17

MAY - 5 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

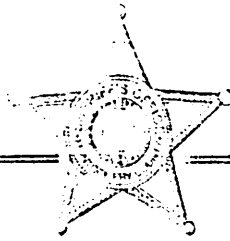
REQUEST NUMBER 1

DEPARTMENT:	PUBLIC AFFAIRS	REVIEWED:	S. Thomas	4/30/2014
DATE:	4/30/2014	Finance Director		Date
REQUESTED BY:	DIDI HENRY	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Volunteer Fire Department	001-51130.295	0	1,800	1,800
Advertising	001-51130.253	9,000	(800)	8,200
Contract Services	001-51130.304	1,000	(1,000)	0
TOTAL		\$10,000	\$0	\$10,000

JUSTIFICATION:

To realign the budget to cover the April 19, 2014 Volunteer Firefighter Appreciation Day expenses.

**D.T. MARSHALL, SHERIFF**

OFFICE: (334) 832-4980

FAX: (334) 832-2500

May 21, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : National Correctional Officers and Employees Week
May 4 – 10, 2014

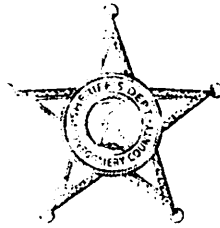
Please find enclosed a proclamation designating May 4 – 10, 2014, National Correctional Officers and Employees Week.

The officers and employees of the Montgomery County Sheriff's Office Mac Sim Butler Detention Facility fully deserve to be recognized in this manner. They work 12 hour days in a very stressful, dangerous environment.

I would like for this to be placed on the agenda for the approval by the Montgomery County Commission. Your assistance in this matter will be appreciated.

DTM/tb

D.T. MARSHALL, SHERIFF



MAC SIM BUTLER DETENTION FACILITY

OFFICE: (334) 832-1386

FAX: (334) 265-0990

WHEREAS, National Correctional Officers and Employees Week was first proclaimed on May 5, 1984, by President Ronald Reagan when he signed Proclamation 5187 creating "National Correctional Officers' Week," to recognize the men and women who work in jails, prisons, and community corrections across the country; and

WHEREAS, National Correctional Officers and Employees Week became the official name the first week in May when, in 1986, the U.S. Senate officially changed the name from "National Correctional Officers' Week"; and

WHEREAS, National Correctional Officers and Employees Week has been designated as the week of May 4, 2014, through May 10, 2014, by the U.S. Department of Justice and the Federal Bureau of Prisons; and

WHEREAS, National Correctional Officers and Employee Week honors the work of correctional officers and correctional personnel for their service with honor, respect, and integrity; and

WHEREAS, National Correctional Officers and Employees Week raises the awareness of the duties, hazards, and sacrifices made by the Correctional Workers; and

WHEREAS, National Correctional Officers and Employees week in Montgomery, Alabama recognizes employees of the Montgomery County Sheriff's Office Mac Sim Butler Detention Facility for their role in safeguarding the citizens of Montgomery County by providing safe, secure, and humane incarceration of offenders within their custody;

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Commission, duly convened and acting in its capacity as the governing body of Montgomery County, Alabama, does hereby proclaim the week of May 4, 2014, through May 10, 2014, as "National Correctional Officers and Employees Week." All Montgomery County citizens are encouraged to pay tribute to the many Correctional Workers of the Montgomery County Sheriff's Office Mac Sim Butler Detention Facility for the vital public service they provide.

PASSED AND APPROVED this the fifth day of May, 2014.

Montgomery County Commission

A County Older Than The State



Established 1816
Montgomery, Alabama

Resolution

WHEREAS, the Code of Alabama, Section 36-22-17 states: All fees, commissions, percentages, allowances, charges and court costs heretofore collectible for the use of the sheriff and his deputies, excluding the allowances and amounts received for feeding prisoners, which the various sheriffs of the various counties shall be entitled to keep and retain, except in those instances where the county commission directs such allowances and amounts to be paid into the general fund of the county by proper resolution passed by said county commission of said county, shall be collected and paid into the general fund of the county; and

WHEREAS, the Montgomery County Commission Management Procedures Manual, Section 1-41, Sheriff, states: The Sheriff's Office consists of the Sheriff, an elected official, deputy sheriffs, and clerks. All law enforcement is handled by the Sheriff's Office. The Jail Administrator, appointed by the Sheriff but serving under the Merit System, is in charge of the Detention Facility. While it is the responsibility of the Sheriff's Office to maintain custody of prisoners in the Detention Facility and administer its affairs, the County Commission has the responsibility to provide physical quarters for the Detention Facility, purchase its supplies, see that the prisoners are fed properly, and maintain the Detention Facility in a satisfactory condition (Act 432, Aug. 7, 1961; Code of Alabama Title 45 and 54: Act 1170, Sept. 13, 1969); and

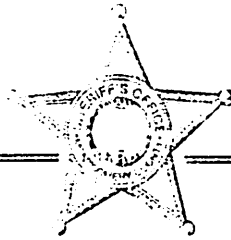
WHEREAS, it has been the policy of the Montgomery County Commission since August 1977, that all fees, commissions, percentages, allowances, charges and court costs heretofore collectible for the use of the Sheriff and his deputies, including the allowances and amounts received for feeding prisoners, shall be collected and paid into the General Fund of the County,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby reaffirm the policy that all allowances and amounts received for feeding prisoners shall be collected and paid into the General Fund of the County,

AND BE IT FURTHER RESOLVED, that the Montgomery County Commission does hereby acknowledge that it, and not the Sheriff, is financially responsible for feeding Detention Facility inmates through the Montgomery County General Fund,

We hereby certify that the above Resolution
was adopted by the Montgomery County Commission
on this, the 5th of May, 2014.

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

April 23, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Request from Kim Butterbaugh
Staff Accountant
State Comptroller's Office
Food Service Allowance for Inmates

Attached please find a copy of an e-mail from Kim Butterbaugh, State Comptroller's Office, requesting a copy of a resolution stating that the Montgomery County Commission was financially responsible for feeding the inmates, not the Sheriff.

I am not aware of any "resolution" being drafted; however, all monies for inmates' food are forwarded to the Montgomery County Commission. I receive no funds at all in this matter.

If you have any questions, please feel free to let me know.

DTM/tb

MEMORANDUM

D.T. MARSHALL, SHERIFF
MAC SIM BUTLER DETENTION FACILITY

To: Sheriff Marshall
From: Colonel Robinson 
Re: Food Service Allowance
Date: March 31, 2014

We've received a request from the Department of Finance asking for a copy of a "resolution" from the county commission declaring that they (and not you) are responsible for feeding the inmates in the detention facility. A copy of their email is attached.

Please advise how to proceed.

Attachment

Corlis Miles

From: Butterbaugh, Kimberly <Kimberly.Butterbaugh@Comptroller.alabama.gov>
Sent: Monday, March 31, 2014 11:47 AM
To: Corlis Miles
Subject: Feed Bill resolution
Attachments: Food Service Allowance Income.doc

Hi Corlis,

Attached is a memo that was sent out by the Comptroller's office in 2008 requesting W9s from all sheriffs who received the food allowance for feeding prisoners. It appears that after this was sent out that there were several counties who stated their county commission was responsible for feeding the prisoners and not the sheriff. Those counties were asked to send in a resolution stating the county commission was financially responsible and not the sheriff. I haven't found a memo for that so I don't know if those counties were called or emailed asking for that information. Some of the sheriff's departments I've already talked to are getting their county commissions to draw up a resolution at their next meeting because it was never done. If Montgomery didn't pass a resolution then if the sheriff could get them to do it at the next meeting that will be fine. Just as long as we get something within the next month or two.

Below is the section of the Code of Alabama that talks about the Sheriff keeping the feed bill allowance unless directed by the county commission to be paid into the general fund by proper resolution.

Section 36-22-17

Disposition of fees, commissions, etc.

All fees, commissions, percentages, allowances, charges and court costs heretofore collectible for the use of the sheriff and his deputies, excluding the allowances and amounts received for feeding prisoners, which the various sheriffs of the various counties shall be entitled to keep and retain, except in those instances where the county commission directs such allowances and amounts to be paid into the general fund of the county by proper resolution passed by said county commission of said county, shall be collected and paid into the general fund of the county.

(Acts 1969, No. 1170, p. 2179, §2; Acts 1978, No. 619, p. 879, §1.)

I can send copies of other counties resolutions if you need something to go by.

Thanks for your help.

Kim Butterbaugh

Staff Accountant
Department of Finance
State Comptroller's Office
Phone: (334) 242-7073
Fax: (334) 353-9221
kimberly.butterbaugh@comptroller.alabama.gov



BOB RILEY
Governor

JAMES ALLEN MAIN
Director of Finance

STATE OF ALABAMA
DEPARTMENT OF FINANCE
OFFICE OF THE STATE COMPTROLLER

RSA UNION
100 North Union Street, Suite 220
Montgomery, Alabama 36130-2602
Telephone (334) 242-7050
FAX (334) 242-2440

ROBERT L. CHILDREE
State Comptroller

May 1, 2008

MEMORANDUM:

TO: Sheriff

FROM: Robert L. Childree, State Comptroller

RE: Food Service Allowance

A recent opinion issued by the State Of Alabama, Office of the Attorney General, addresses questions concerning the Sheriff retaining surplus from the food service allowance as personal income. Section 36-22-17 of the Code of Alabama states that a sheriff may keep and retain the food service allowance. It is the opinion of both the Attorney General and the Examiners of Public Accounts that this surplus is considered personal income.

In order to comply with this regulation, you must submit a Form W-9, Request for Taxpayer Identification and Certification. You will be issued a Form-1099 at the end of each calendar year for funds paid for the food service allowance. It will be your responsibility to maintain records of all expenses related to the feeding of prisoners that might offset this income.

This form must be received by this office no later than June 01, 2008. If we do not receive the form in a timely manner payment may be delayed for the June, 2008 feed bill. Please note that you will begin receiving two warrants for each feed bill submitted. One for the food provision made payable to the county, under the county's federal identification number and one for the food service allowance made payable to the Sheriff under his/her social security number.

I am enclosing both the form W-9 and a copy of the Attorney General Opinion number 2008-061 for your review. If you have any questions, please feel free to contact Darryl Boyett at (334) 242-7058 or by email at Darryl.Boyett@comptroller.alabama.gov or James Smith at (334) 242-7060 or by email at James.Smith@comptroller.alabama.gov.

RLC/jfk

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

Agenda

MAY - 5 2014

April 30, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : 2014 Edward Byrne Memorial
Justice Assistance Grant

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2014. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. The total amount of this grant is \$77,075.00, which will be split with the City of Montgomery receiving 60% (\$46,245.00) of the grant and Montgomery County receiving 40% (\$30,830.00) of the grant. This grant requires no matching funds.

Please place this on the agenda for the May 5, 2014, County Commission meeting for approval by the County Commission. If you need any additional information, please do not hesitate to call on me.

DTM/tb

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

May 13, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Edward Byrne Memorial Justice Assistance Grant (JAG)

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2014. I have attached a Memorandum of Understanding between the City of Montgomery and the Montgomery County Commission for the Commission's consideration and approval.

Please place this grant on the agenda for the May 19, 2014, County Commission meeting for their approval. If you need any additional information, please do not hesitate to call on me.

DTM/tb

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATAION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

FY2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this the ____ day of May 2014, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$30,830 which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$30,830 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2014 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for the use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administrrating Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Announcement consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

GMS Application Number 2014-H2139-AL-DJ

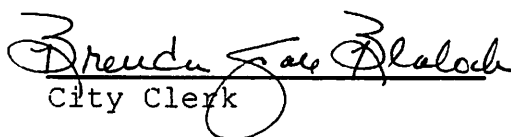
This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

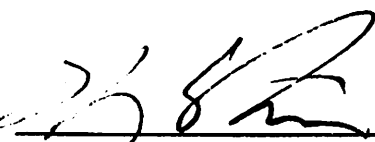
The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA


City Clerk

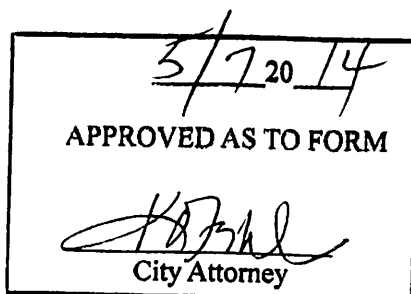
By: 
Mayor

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____
Chairman, Montgomery County
Commission





STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda

MAY - 5 2014

MEMORANDUM

To: Montgomery County Commission

Cc: Elton N. Dean, Sr., Chairman

From: Steven L Reed, Probate Judge Montgomery County

Date: 5/1/14

Re: Arrowhead Country Club – Polling Precinct 511

In June of 2013, Lakeview Baptist Church (formerly precinct 511) gave notice to the Commission that their facility will not be available as a polling location. In February of the same year, the church began operating the Lakeview Child Development Center as a ministry of the Church.

Arrowhead Country Club was identified, presented and approved in a previous Commissioner's work session.

In an effort to officially solidify this site for the forthcoming June 3, 2014, Primary Election, I am requesting that the Commission waive rules and formally approve the polling place change for precinct 511 from Lakeview Baptist Church to Arrowhead Country Club.

Thank you for your consideration.

A handwritten signature of Steven L. Reed in black ink.

Steven L. Reed
Probate Judge

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

April 28, 2014

John Cargill, General Manager
Arrowhead Country Club
50 Ocala Drive
Montgomery, AL 36117

Dear Mr. Cargill:

We truly appreciate the Arrowhead Country Club agreeing to allow the County to use their facility as a voting precinct. The current schedule for elections in 2014 is June 3, July 15, and November 4.

The following understanding applies:

Arrowhead Country Club will:

- a. Make their facility available for voting for Precinct 511 for City, County, State, and National elections.
- b. Allow election officials access to the building before Election Day to set up for the election.
- c. Allow election officials early access to the building on Election Day to prepare for the election which occurs from 7:00 a.m. to 7:00 p.m.

Montgomery County will:

- a. Notify the voting location of the scheduled election days for each election year. All elections will be held on a Tuesday.
- b. Deliver voting machines to the facility on Thursday, Friday, or Monday prior to each election and remove them within two (2) days after each election.
- c. The County will be responsible for conducting and managing all activities associated with the elections and election officials will exercise diligent care to protect voting location property. The County will be responsible for reimbursing

the voting location for repairs due to any damage caused by election officials or voters.

- d. The County will reimburse the voting location after each election for expenses, up to the maximum set by the County Commission (currently \$100.00) upon receipt of the attached Request for Payment. Request for Payment should be submitted no later than the month following the election.

This agreement may be cancelled not later than 120 days prior to a scheduled election. Cancellation must be made in the form of written notice by either party.

If you concur in the above understanding, please sign below as indicated and return a copy of this letter to me for our files.

Thank you for your help and support of community affairs.

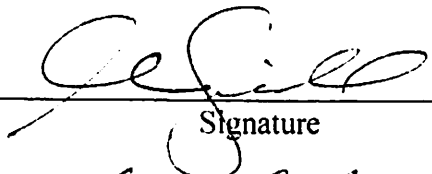
Sincerely,

Elton N. Dean, Sr., Chairman
Montgomery County Commission

ED/db

cc: Hon. Steven L. Reed
Probate Judge

I concur in the provisions as set out in the aforementioned understanding pertaining to the use of the facility as a polling place for Precinct 511 in Montgomery County, Alabama.

By:  of the *Arrowhead Country Club*
Signature
As its: *General Manager*
Dated: *04/29/2014*

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

Agenda

MAY - 5 2014

May 1, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding The Montgomery County Public Building Authority
Revenue Refunding Warrants Series 2014

Attached is the resolution for consideration of the County Commission authorizing and approving the execution of certain documents relating to the issuance of The Montgomery County Public Building Authority's \$38,920,000 Revenue Refunding Warrants, Series 2014 for the purposes of (i) refunding, in advance of their respective maturities, a portion of the Authority's outstanding Revenue Warrants (Montgomery County Facilities Project), Series 2006, (ii) to finance the renovation and improvement of certain facilities that are owned by the Authority and leased to and used by Montgomery County, Alabama, and (iii) paying the costs of issuance of the Series 2014 Warrants.

I am requesting that the County Commission waive rules and adopt this Resolution.

DLM/tn

Attachment

**EXCERPTS FROM THE
MINUTES OF A REGULAR MEETING
OF THE MONTGOMERY COUNTY COMMISSION
HELD ON MAY 5, 2014**

The Montgomery County Commission met in a regular session in Montgomery, Alabama, on May 5, 2014, at 9:30 a.m., CDT. Roll call showed the following:

Present:

Chairman Elton N. Dean, Sr.
Vice Chairman Dan Harris
Vice Chairman Reed Ingram
Commissioner Jiles Williams, Jr.
Commissioner Ronda Walker

Absent:

* * * *

The following resolution and order was introduced in writing by Chairman Elton N. Dean, Sr.

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

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

- a. the County has previously transferred and conveyed certain land, buildings and improvements and various items of furniture, furnishings equipment and other personal property (all of the foregoing being herein together called the "Original Project") to The Montgomery County Public Building Authority, and Alabama public corporation (the "Authority");
- b. the County has heretofore leased the Original Project from the Authority pursuant to a Lease Agreement dated as of August 1, 2006 (the "Original Lease"), between the Authority and the County as supplemented and amended by the First Supplemental Lease Agreement between said parties dated as of December 1, 2012 (herein called the "First Supplemental Lease");
- c. in order to finance the costs of acquiring, constructing and equipping the Original Project, the Authority has heretofore issued and sold its Revenue Warrants (Montgomery County Facilities Project), Series 2006, dated August 1,

2006 (the "Series 2006 Warrants"), originally issued in the aggregate principal amount of \$73.280,000 and now outstanding in the aggregate principal amount of \$58.940,000;

d. the Series 2006 Warrants were issued pursuant to a Mortgage and Trust Indenture dated as of December 1, 2006 (the "Original Indenture"), from the Authority to Regions Bank, Birmingham, Alabama, as trustee (the "Trustee");

e. in order to refund certain of the Series 2006 Warrants and to finance certain capital improvements to the Project, the Authority has heretofore issued and sold its Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2012, dated December 1, 2012 (the "Series 2012 Warrants"), originally issued in the aggregate principal amount of \$9,985,000;

f. the Series 2012 Warrants were issued pursuant to the Original Indenture, as supplemented and amended by the First Supplemental Indenture dated as of December 1, 2012 (the "First Supplemental Indenture"), as additional parity warrants, and are payable and secured on a parity with the outstanding Series 2006 Warrants;

g. the Series 2006 Warrants and the Series 2012 Warrants are payable solely from the rentals paid to the Authority by the County under the Original Lease, as supplemented and amended by the First Supplemental Lease (herein together called the "Existing Lease");

h. the County can realize a reduction in its annual rental payments with respect to the Project through the refunding and retiring by the Authority of a portion of the Series 2006 Warrants, and the County has therefore requested the Authority to authorize and undertake an issuance of additional parity warrants for that purpose;

i. the County has also requested the Authority to make certain renovations and improvements to the Original Project various items of furniture, furnishings and equipment ("the New Project Equipment"), all for use and occupancy by the County and its agencies;

j. the Authority is willing to make such renovations and improvements to the Original Project and to acquire the New Project Equipment, all for lease to the County (herein together called the "Project Improvements"), and also to refund a portion of the Series 2006 Warrants as requested by the County, but only if the County will lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the Second Supplemental Lease Agreement, dated as of May 1, 2014 (the "Second Supplemental Lease");

k. the County is willing to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the aforesaid Second Supplemental Lease;

l. it is theretofore appropriate and desirable for the County approve the issuance of the Series 2014 Warrants hereinafter described and also lease the Project Improvements from the Authority in accordance with the provisions of the Original Lease, as supplemented by the Second Supplemental Lease authorized in Section 4 of this resolution, and to enter into such other agreements and to take such other actions as may authorized herein.

Section 2. The County is hereby authorized to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the aforesaid Second Supplemental Lease. The Second Supplemental Lease shall be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of such meeting as Exhibit "A" and which is hereby adopted in all respects as if set out in full herein), with such changes, not inconsistent with the provisions hereof, as the Chairman of the Commission, acting with the advice of counsel to the County, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution. The determination of the definitive form of the Second Supplemental Lease by the said Chairman shall be conclusively established by his execution of such document. The Chairman of the Commission is hereby authorized and directed to execute and deliver the Second Supplemental Lease for and in the name and behalf of the County, and the Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to the Second Supplemental Lease and to attest the same.

Section 3. The County recognizes that the Authority proposes to (i) issue its Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2014, to be dated May 1, 2014 (the "Series 2014 Warrants") in the aggregate principal amount of \$38,920,000 in order to refund a portion of the Series 2006 Warrants and to pay the costs of the Project Improvements pursuant to the Second Supplemental Indenture between the Authority and Regions Bank as Trustee, dated as of May 1, 2014, and (ii) to sell the Series 2014 Warrants to Merchant Capital, L.L.C. and First Tuskegee Bank (herein called the "Underwriters") pursuant to the terms set forth in the Warrant Purchase Agreement among the Underwriters and the Authority, a copy of which is attached hereto and made a part hereof as Exhibit "B". The Series 2014 Warrants shall be issued in the form substantially set forth as Exhibit "C" herein and made a part hereof (the "Form of Series 2014 Warrant").

Section 4. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, an Official Statement (the "Official Statement"), with respect to the Series 2014 Warrants, said Official Statement to be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of said meeting as Exhibit "D" and which is hereby adopted in all respects as if the same were set out in full herein), with such

changes as the said Chairman shall determine to be necessary or desirable in order to describe accurately the Series 2014 Warrants and all other aspects of the transactions authorized by this resolution, the determination by the said Chairman of any changes to the Official Statement to be conclusively established by his execution thereof. The use of the Official Statement by the Authority and the Underwriters in connection with the offering and sale of the Series 2014 Warrants is hereby authorized and approved.

Section 5. The Chairman or the Vice Chairman of the Commission and the Clerk of the Commission are hereby authorized and directed to execute, deliver, seal and attest the County Government Bond Financing Review Form in substantially the form set forth as Exhibit "E" and such other ancillary documents and certificates as may be necessary to carry out fully the leasing, refunding and other transactions hereinabove authorized.

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

YEAS:

NAYS:

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

* * * *

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

Chairman of the Montgomery County Commission

Clerk of the Montgomery County Commission

I, the undersigned Clerk of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 5, inclusive, constitute (except for the exhibits referred to therein) a true, correct and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on May 5, 2014, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said Clerk, under the seal of said County Commission, this 5th day of May, 2014.

[SEAL]

Clerk of the
MONTGOMERY COUNTY COMMISSION

Tammy Nix

From: Clinton D. Graves <cgraves@gilpingivhan.com>
Sent: Thursday, May 01, 2014 9:53 AM
To: Donald Mims; Tammy Nix
Subject: MC - PBA Series 2014 Warrants
Attachments: Resolution of County Commission (00716845-3x9D9C7).docx; Exhibits to Resolution of County Commission (00718219x9D9C7).pdf

Donnie,

Please find attached a revised resolution for consideration at the County Commission meeting on Monday. I have included the resolution in word format and the exhibits to the resolution as a PDF.

Clinton D. Graves
Gilpin Givhan, PC
Lakeview Center, Suite 300
2660 EastChase Lane
Montgomery, Alabama 36117
Telephone: (334) 244-1111
Direct Dial (334) 409-2232
Fax: (334) 244-1969
E-mail: cgraves@gilpingivhan.com
Web: www.gilpingivhan.com



GILPIN | GIVHAN

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IRS CIRCULAR 230 DISCLOSURE: Pursuant to U.S. Treasury Regulations, we are now required to advise you that, unless explicitly stated above to the contrary: (1) the contents and conclusions (if any) contained in this communication (including any attachments) are preliminary in nature and do not express a formal opinion contemplated by IRS Circular 230; (2) nothing contained in this communication (including any attachments) is intended to be used, or may be relied upon or used, by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code; and (3) any statement contained in this communication (including any attachments) relating to any federal tax issue may not be used by any person to support the promotion, marketing of, or used to recommend any transaction or matter addressed in this communication.

MAY - 5 2014

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: May 1, 2014

SUBJECT: Amendment No.1 to Contract No: 51988-13B-032
Catering of Food Trays, Chappy's Deli

Request that rules be waived and the attached Amendment No. 1 to the Contract for Catering of Food Trays be placed on the agenda for the County Commission meeting on May 5, 2014.

Your help with this is most appreciated.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 51988-13B-032

Amendment No. 1

Date: May 5, 2014

Contract No. 51988-13B-032, Catering of Food Trays for Montgomery County, is hereby amended as follows:

-Contract is extended for an additional six (6) month period, beginning May 5, 2014 and ending November 30, 2014

-All prices are hereby increased by 5%.

-All other provisions of the contract shall remain the same.

Witness:

Chappy's Deli

BY: _____

Title: _____

Witness:

Montgomery County Commission

BY: _____

Title: _____

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

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
P.O. BOX 3667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

MAY - 5 2014

May 2, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
5/2/2014

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increased 2.7%. This revised price is reasonable and in line with the anticipated price increase for our other pit off Cantelou Road.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of April, 2014 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2014 to May 31, 2015@ \$1.14

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2015.

This Agreement shall expire on May 31, 2015; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and

sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2015 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2014, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination and LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson
Williamson Properties, Ltd.
By: Polly G. Williamson

WITNESS:

Kathryn Baker

NOTARY PUBLIC:

Burt G. Hyman
DATE: 4/30/14
COMMISSION EXPIRES:

MY COMMISSION EXPIRES JUNE 28, 2017

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

KB Kathryn Baker

NOTARY PUBLIC:

DATE: _____
COMMISSION EXPIRES: _____

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

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

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

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

Complete the following section in connection with a swap agreement:

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

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

Signature Elton N. Dean, Sr.

Printed Name Elton N. Dean, Sr.

Title Chairman of Montgomery County Commission

Date of Issuance of Bonds or Swap Agreement May, 2014

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

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

Signature Clinton D. Graves

Printed Name Clinton D. Graves

Title Bond Counsel

Company Name Gilpin Givhan, PC

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

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

Detailed Itemization of Costs and Fees

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

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

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Bond Counsel / Gilpin Givhan, PC	30,000
Authority Counsel Fee/McMeans Gillis Law, LLC	10,000
County Counsel / Haskell Slaughter Young Gallion	10,000
Trustee Fee / Regions Bank	2,000
Escrow Agent Fee / Regions Bank	1,000
Verification Fee / The Arbitrage Group	3,000
Rating Agency Fee / Standard & Poor's	25,000
Rating Agency Fee / Moody's	29,000
Underwriter Discount / Merchant Capital and First Tuskegee	291,900
Printing, mailing and miscellaneous closing costs/ to be paid by Underwriter from bond proceeds	10,000

Detailed Itemization of Costs and Fees (continued)

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

Commission

Signature Elton N. Dean, Sr.

Printed Name Elton N. Dean, Sr.

Title/County Chairman of Montgomery County Commission

Date of Issuance of Bonds May, 2014

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

Bond Underwriter:

Signature Mike Dunn

Printed Name Mike Dunn

Title/Company Merchant Capital, L.L.C.

Swap Agreement – Statement from Authorized Signatory

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

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

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

Bond Underwriter/Swap Agreement Provider:

Signature _____

Printed Name _____

Title _____

Company Name _____

Alabama Counties	Moody's	S&P
Baldwin County	Aa1	AA+
Houston County	Aa2	AA-
Lauderdale County	Aa2	A+
Lee County	Aa2	AA-
Madison County	Aa2	AA+
Mobile County	Aa2	AA-
Montgomery County	Aa1	AA
Morgan County	Aa3	NR
Shelby County	Aaa	NR
St. Clair County	Aa2	AA-
Tuscaloosa County	NR	NR
Alabama Cities		
Montgomery	A1	AA
Tuscaloosa	Aa1	AA+
Mobile	Aa2	AA-
Huntsville	Aaa	AAA
State of Alabama	Aa1	AA

Rating Agency Credit Rating Categories				
Credit Rating agencies play an important role in the tax-exempt bond markets, giving investors comfort that a standards-based third-party review of the risk profile has been undertaken.				
Montgomery County is rated "Aa1" by Moody's and "AA" by Standard & Poor's.				
Credit Quality	Moody's	S&P	Fitch	Grade
Prime	Aaa	AAA	AAA	Investment Grade
High Grade	Aa1, Aa2, Aa3	AA+, AA, AA-	AA+, AA, AA-	
Upper Medium Grade	A1, A2, A3	A+, A, A-	A+, A, A-	
Lower Medium Grade	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	BBB+, BBB, BBB-	
Speculative	Ba1, Ba2, Ba3	BB+, BB, BB-	BB+, BB, BB-	Non-Investment Grade
Highly Speculative	B1, B2, B3	B+, B, B-	B+, B, B-	
Substantial Risks	Caa1, Caa2, Caa3	CCC+, CCC, CCC-	CCC+, CCC, CCC-	

Moody's Comments:

Strengths

- * Substantial Tax Base
- * Regionally significant economy with diverse industrial and institutional components

Challenges:

- * Exposure to economically sensitive revenues

Believes the county's large tax base of \$17.8 million will continue to gain stability
The County benefits from city's employment base, Maxwell-Gunter, Hyundai and sizeable higher education presence
Satisfactory General Fund Balance & a projected surplus for fiscal 2013

S&P Comments:

Consider the County's economy strong
Budgetary flexibility is very strong with reserves greater than 25% of expenditures
Liquidity is very strong
Management strengths are through its thorough management of budgetary process, monthly reporting and conservative investment policies
Stable Outlook reflects view of county's consistent financial performance, good management and strong economy.

Muni Deals 2014 - Pricing of other recently sold municipal issues / All issues other than Jasper are "Lease Revenue" transactions as is Montgomery County PBA																									
ISSUE NAME		Jasper				Riversouth Authority				Oklahoma Finance Authority				School Board of Orange County				Hayward Area Rec & Park District				Montgomery County PBA			
TYPE		General Obligation				Revenue Bonds (Lease)				Revenue Bonds (Lease)				Certificates of Participation				Certificates of Participation				Revenue Bonds (Lease)			
STATE		AL				OH				OK				FL			CA			AL					
SALE DATE		4/22/14				4/10/14				4/9/14				3/18/14			4/18/14			4/22/14					
SIZE		50,760,000				31,100,000				41,570,000				63,840,000			18,515,000			38,920,000					
RATINGS		AA	A2			Aa2	AA+			AA	AA			Aa2	AA		AA			Aa2	AA-				
ENHANCEMENT.		BAM																							
TAX STATUS		Tax-Exempt				Tax Exempt				Tax Exempt				Tax Exempt			Tax Exempt			Tax-Exempt					
MANAGER		Raymond James				Siffler Nicolas				BOSC				JP Morgan			Prager & Co			Merchant Capital					
DATED / DUE		4/29/14	3/1			4/23/14	6/1			4/24/14	8/1			5/6/14	8/1		4/24/14	1/1		5/1/14	3/1				
FIRST COUP.		9/1/14				12/1/14				12/1/14				8/1/14			1/1/15			9/1/14					
CALL		3/1/24 @ par				6/1/23 @ par				6/1/24 @ par				8/1/24 @ par			1/1/24 @ par			3/1/24 @par					
COMMENTS:						Lease w/ Columbus,OH (Aaa/AAA/AAA)				Lease w/ OK State Sys of Higher Ed															
PRICING:		Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Mill.)	Coupon Rates	Offer YIELD	Amount (Mill.)	Coupon Rates	Offer YIELD	Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread		
2014		0.710	2.000	0.420	27	2.070	2.000	0.340	19	1.235	2.000	0.260	11				0.155	2.000	0.350	20			2014		
2015		0.725	2.000	0.700	35	2.325	4.000	0.740	35	1.410	2.000	0.510	12				0.260	2.500	0.850	30			2015		
2016		0.740	3.000	0.980	36	2.420	4.000	1.080	40	1.601/270	2.030	0.870	19				0.285	3.000	0.970	35			2016		
2017		0.900	3.000	1.330	43	2.535	5.000	1.480	50	1.480	2.000	1.220	24				0.275	3.500	1.350	45			2017		
2018		1.185	4.000	1.650	50	2.660	5.000	1.810	55	1.510	2.000	1.590	31				0.280	4.000	1.720	57			2018		
2019		1.235	4.000	2.020	55	2.785	5.000	2.200	60	1.540	3.000	2.000	37				0.285	5.000	2.100	63			2019		
2020		1.300	5.000	2.300	56	2.940	5.000	2.510	63	2.701/315	3.050	2.320	41				0.310	5.000	2.420	68			2020		
2021		1.360	5.000	2.540	59	3.090	5.000	2.800	68	1.115/1.535	3.050	2.610	46				0.325	5.000	2.700	75			2021		
2022		1.425	5.000	2.750	62	3.250	5.000	2.970	68	1.101/1.635	3.050	2.860	54				0.340	5.000	2.920	79			2022		
2023		1.500	5.000	2.900	63	3.420	5.000	3.130	71	625/1.205	3.050	3.050	60				1.810	5.000	3.070	80			2023		
2024		1.240	3.000	3.150	75	3.595	5.000	3.250	71	1.905	3.125	3.210	65				0.385	5.000	3.210	81			2024		
2025		1.290	5.000	3.170	65					1.960	3.250	3.370	70				1.995	5.000	3.370	68			2025		
2026		1.355	5.000	3.280	64					2.030	3.250	3.460	68				2.090	5.000	3.510	71			2026		
2027		1.415	3.250	3.470	72					2.095	3.375	3.550	68				2.075	5.000	3.710	81			2027		
2028		1.475	5.000	3.480	64					2.165	3.500	3.640	68				2.475	5.000	3.820	80			2028		
2029		1.535	3.500	3.650	73																		2029		
2030		1.605	5.000	3.700	70																		2030		
2031		1.685	5.000	3.770	68																		2031		
2032		1.760	3.750	3.920	76												2.320	4.000	4.140	107			2032		
2033																							2033		
2034										12.070	3.750	3.980	68										2034		
2035																							2035		
2036																							2036		
2037																							2037		
2038																							2038		
2039										2.500	4.000	4.180	67				4.250	5.125	4.280	88			2039		
2040																							2040		
2041																							2041		
2042																							2042		
2043																							2043		
2044		26.320	5.000	4.080	56																		2044		
2045																							2045		
2046																	5.900	4.375	4.510	101			2046		

Montgomery County Public Building Authority
Series 2014 Revenue Refunding Bonds
Summary of Refunding Results - Series 2014 Bonds versus Series 2006 Bonds

Comparison of Series 2006 Debt Service to Series 2014 Debt Service

Fiscal Year	Series 2006 Debt Service	Series 2014 Net Debt Service	Annual Fiscal Year Savings
9/30/2014	955,122	591,478	363,644
9/30/2015	1,910,244	1,867,825	42,419
9/30/2016	1,910,244	1,867,825	42,419
9/30/2017	1,910,244	1,867,825	42,419
9/30/2018	3,455,619	3,450,525	5,094
9/30/2019	3,839,494	3,836,100	3,394
9/30/2020	3,882,744	3,878,100	4,644
9/30/2021	3,859,994	3,858,975	1,019
9/30/2022	1,726,744	1,721,900	4,844
9/30/2023	3,970,094	3,968,825	1,269
9/30/2024	3,538,569	3,538,075	494
9/30/2025	6,669,194	6,666,950	2,244
9/30/2026	4,316,472	4,315,825	647
9/30/2027	6,297,125	6,292,700	4,425
9/30/2028	6,318,625	6,315,788	2,838
9/30/2029	5,032,750	5,032,750	0
Total 2014 - 2029	59,593,275	59,071,465	521,810

Actual Results of Refunding Series 2006 Bonds To Date

PV Savings from Series 2014 Refunding:		<u>Observations:</u>
Present Value Savings of Annual Cash Flows	502,785	(1) Last discussed refunding ~ \$24 million with PV savings of about \$1 million.
Cash @ Closing Available for Capital projects	1,898,107	
Total Present Value Savings	2,400,892	(2) Increased amount of refunding as opportunity increased for more savings.
<u>Series 2006 Refunded Bonds:</u>		(3) PV savings of 6.23% well exceeds a minimum target threshold of 3%.
Amount of Bonds Refunded	38,565,000	
Average Coupon of Refunded Bonds	4.95%	(4) The refunding issue is amortized over same term as 2006 bonds.
Average Life of Refunded Bonds (years)	10.826	
Percentage Savings (PV Savings/Refunded Amount)	6.23%	(5) Cash at closing and Fiscal '14 savings provides over \$2.2 million for projects.
<u>Series 2014 Refunding Bonds:</u>		(6) Savings of over \$3.2 million to date from refunding Series 2006 Bonds.
Par Amount of Refunding Bonds	38,920,000	
True Interest Cost of Refunding Bonds	3.28%	(7) \$15 + million of callable Series 2006 Bonds remain outstanding & may be refunded in the future for additional savings.
Average Life of Refunding Bonds (years)	10.812	
Reduced Interest Rate (2006 Avg. Coupon - 2014 TIC)	1.68%	

Overall Results of Refunding 2006 Bonds:

	2012/2014	2012/2014
PV Savings:	\$ PV Savings	% PV Savings
PV Savings from 2012 Refunding	806,134	10.53%
PV Savings from 2014 Refunding	2,400,892	6.23%
Aggregate PV Savings from 2012/2014 Refunding Issues	3,207,026	6.94%

Future Opportunity to Refund Remaining Callable Series 2006 Bonds

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

**Renovation of Greil Mansion for
Montgomery County Public Defenders
5/5/2014**

Item	Cost	Quantity	Unit	Total
Exterior				
Strip wood columns	\$2,000.00	6 each		\$12,000
Repair rotted column bases & capital	\$750.00	6 each		\$4,500
Reseal all column joints @ staves	\$1,900.00	6 each		\$11,400
Prime & paint columns	\$1,500.00	6 each		\$9,000
Strip prime & paint windows	\$800.00	49 each		\$39,200
Paint exterior railings & planter boxes	\$3,500.00	1 lump sum		\$3,500
Patch blisters in exterior finish	\$1,500.00	1 lump sum		\$1,500
Clean exterior of building	\$8,500.00	1 lump sum		\$8,500
Secure front and rear handrail	\$125.00	1 lump sum		\$125
Signage	\$10,000.00	1 lump sum		\$10,000
				\$99,725
Interior				
Painting 85697 sqft	\$1.48	85697 sq ft		\$126,832
Paint ceiling	\$2.10	8452 sq ft		\$17,749
Remove & replace carpet	\$16.00	491 sq yd		\$7,856
Clean carpet - conference room	\$450.00	1 lump sum		\$450
Tapered oak threshold & trim 14doors +35'	\$7.00	77 lf		\$539
Grab bars @ toilets	\$75.00	7 each		\$525
Replace 3 exterior doors with steel inc hdw	\$1,200.00	3 each		\$3,600
Install steel access panel	\$269.00	1 each		\$269
Replace astragal @ entry, repair door + dead bolt	\$1,800.00	1 each		\$1,800
Rekey locks	\$15.00	25 each		\$375
Security Wall at Front Entry	\$75.00	118 sq ft		\$8,850
Electrical				
Exit lighting	\$1,524.00	1 lump sum		\$1,524
Emergency Egress Lighting	\$1,905.00	1 lump sum		\$1,905
Lighting (LED)	\$80,873.60	1 lump sum		\$80,874
Fire Alarm	\$11,430.00	1 lump sum		\$11,430
Additional Receptacles (25)	\$10,477.50	1 lump sum		\$10,478
Electrical Infrastructure	\$11,684.00	1 lump sum		\$11,684
CCTV and Card Access	\$38,100.00	1 lump sum		\$38,100
				\$324,839
				\$424,564

Renovation of Greil Mansion for Montgomery County Public Defenders

ID	Task Name	Duration	Start	Finish	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
1																
2	Construction Documents	30 days	Mon 5/5/14	Thu 6/12/14												
3	Bid	20 days	Fri 6/13/14	Thu 7/10/14												
4	Contracts	23 days	Fri 7/11/14	Fri 8/8/14												
5	Construction	67 days?	Sat 8/9/14	Fri 11/7/14												



Task

Split

Progress

Milestone

Summary

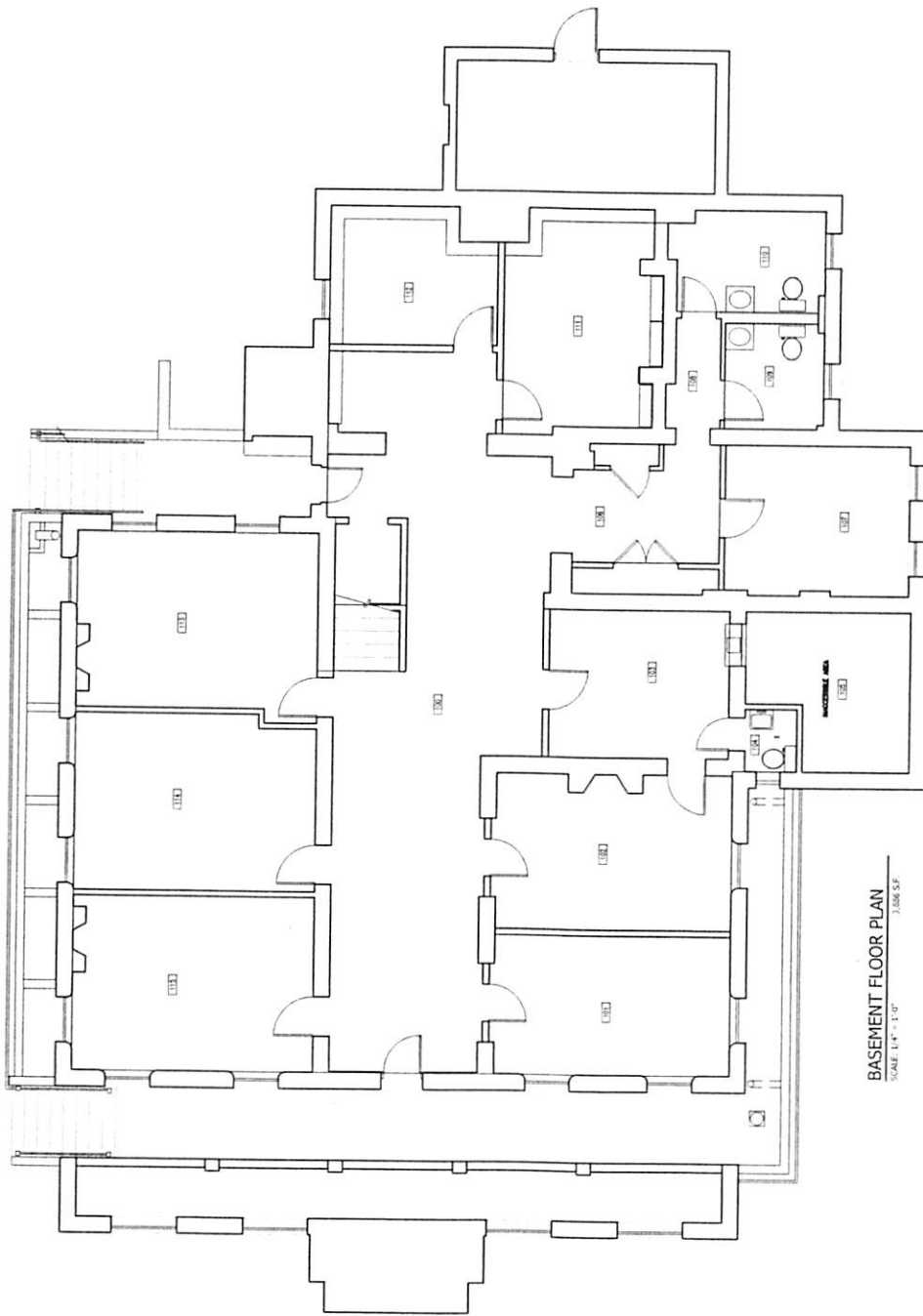
Project Summary

External Tasks

External Milestone

Deadline

Project: Greil Mansion Renovation 5-5
Date: Mon 5/5/14



BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

GREIL MANSION PHJA #

TOTAL AREA 10,748 S.F.

A1.1

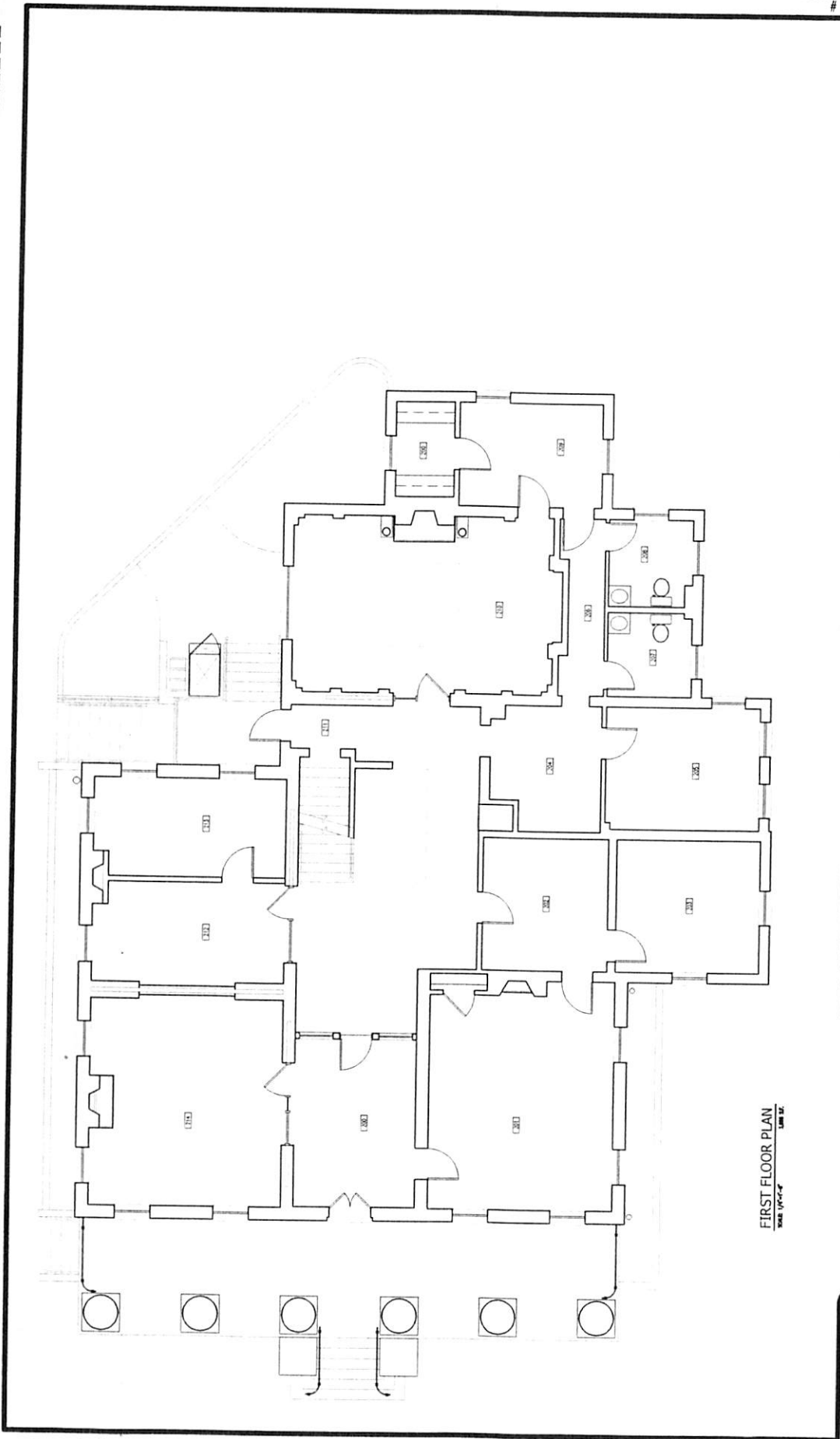
NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	10/14/14	MM	MM

BASEMENT FLOOR PLAN AND NOTES



DEJ architects inc.
Montgomery, Alabama

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



architects inc.
Montgomery,
Alabama

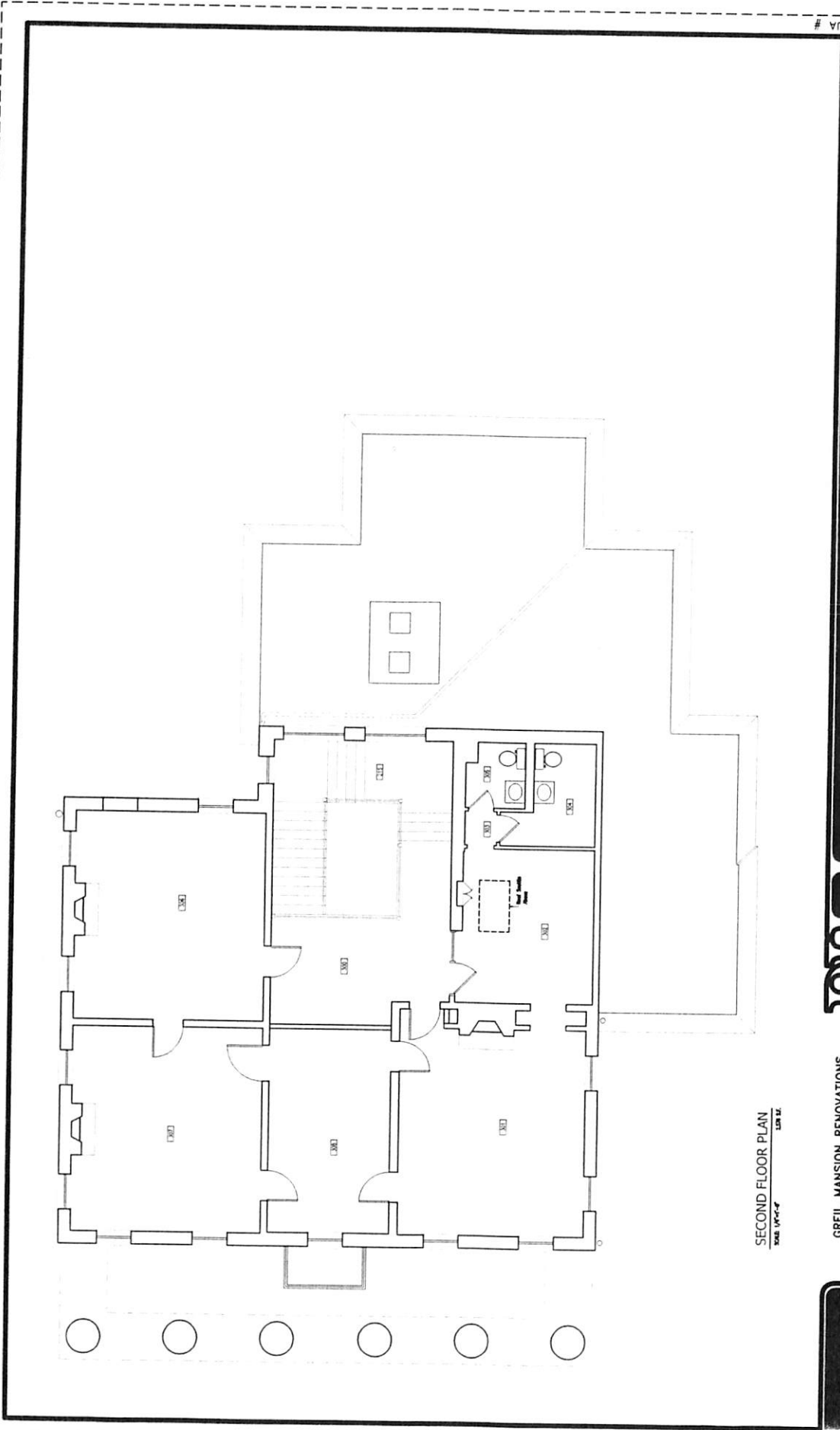


FIRST FLOOR
PLAN

DATE	6/1/05
BY	MARK L
NO.	3

A1.2

GREIL MANSION PHJA #



SECOND FLOOR PLAN
SHEET 14-2-4 1/4" = 1'-0"

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



architects inc.
Montgomery, Alabama

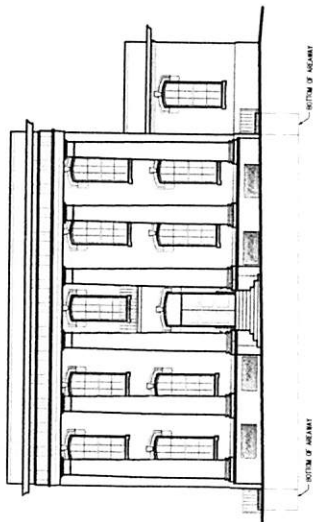


SECOND FLOOR
PLAN

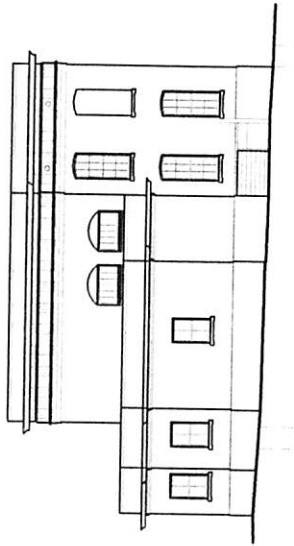
DATE	6-01-06
BY	PH&J

A1.3

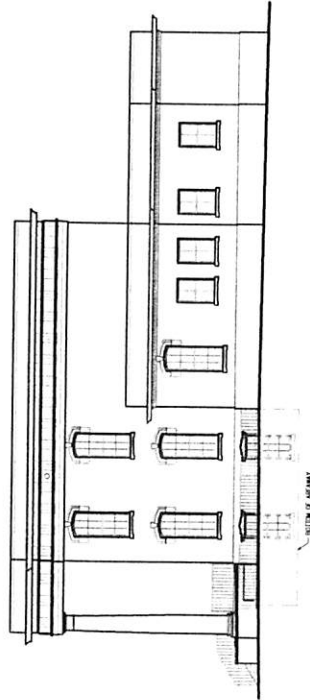
GREIL MANSION PHJA #



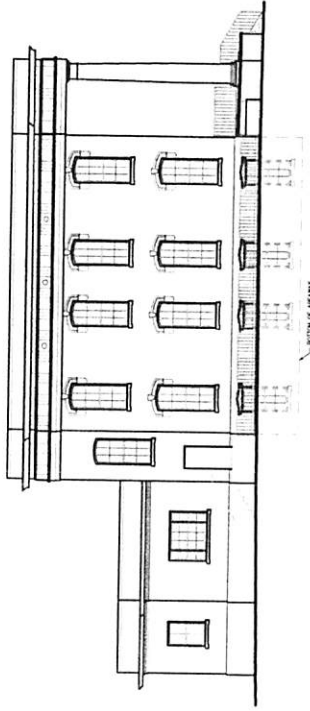
WEST ELEVATION
SCALE 1/8"=1'-0"



EAST ELEVATION
SCALE 1/8"=1'-0"



SOUTH ELEVATION
SCALE 1/8"=1'-0"



NORTH ELEVATION
SCALE 1/8"=1'-0"

GREIL MANSION PHJA #



GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA

architects inc.
Montgomery, Alabama



EXTERIOR
ELEVATIONS

DATE	10/1/10
BY	JPA
CHECKED	JPA
SCALE	1/8"=1'-0"

A5.1