

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 16, 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:

Attorney Clinton Graves with Gilpin Givhan, PC
Probate Judge Steven L. Reed and Chief Probate Clerk William Flowers
Chief Information and Technology Officer Lou Ialacci
County Extension Coordinator Jimmy Smitherman

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Vice Chairman Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of June 2, 2014

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Authorizing the Issuance of the County's General Obligation Warrant (Energy Conservation Project), Series 2014 in the Maximum Principal Amount of \$4,414,110 for the Purpose of Financing the Costs of the Construction and Implementation of the Energy Conservation Measures as Provided for in the Energy Conservation Project for the Youth Facility Renovation, County Commission
2. Consider Amendment Number 4 with Norment Security Group, Inc., Regarding a Three Month Contract Extension for Preventive Maintenance on the Security Cameras, Doors, Locks, and any other Security Components within the County Buildings, Contract Number 52110-05B-037, County Commission
3. Consider Amendment Number 7 with Haynes Ambulance of Alabama, Inc., Regarding a Three Month Contract Extension for Emergency Medical Treatment and Transportation Services for Montgomery County, Contract Number 52110-10C-018, County Commission
4. Consider Temporary Designation and Establishment (Seventeen Months) of One Dexter Plaza, Located at One Court Square, as Montgomery County Administration Building and Courthouse Annex V, as per the Request of District Attorney Daryl D. Bailey, County Commission
5. Consider to Recognize and Deny Claim Filed by Barbara Hobson for her Minor Child, Breanna N. Hobson, County Commission
6. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
7. Consider Bid Award of the Base Bid, Alternate Number 1 and Alternate Number 2, Notice to Proceed and Contract Execution for Probate Judge's Office, 3rd Floor, Montgomery County Courthouse and Administration Building Annex III, County Commission
8. Consider Travel/Training Requests (5)

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:

Chief Appraiser Clay Henley
Executive Director Stephen Woerner, Development Chair Jenny Ives and Board Member
Cassandra Crosby with Bridge Builders Alabama
Circuit Judge Johnny Hardwick and Executive Director Juanida Pitts and Melinda
Ricketts with A Cut Above the Rest Training Facility
President and CEO Matt Holdbrooks with Kid One Transport

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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.

AUGUST 4, 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.

AUGUST 18, 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 IT Specialist/Systems (Applications) – Information Systems
Fill action continues for 1 IT Specialist/Network/Infrastructure – Information Systems
Fill action continues for 1 IT Technicians/Systems – Information Systems
Fill action continues for 2 IT Engineering/Systems – Information Systems
Fill action continues for 1 Clerk IV – Information Systems
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 2 Service Maintenance Worker I's – 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 2 Community Corrections Officer – Community Corrections
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
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 26 Correction Officer Trainees – Detention Facility
Fill action continues for 2 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 3 CREO 1's – Engineering Department
Fill action continues for 2 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk Typist II – Personnel Department
Fill action continues for 1 Clerk III – 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 4 Deputy Sheriff/Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 2 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 Payroll Clerk – 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 2 Service Maintenance Worker I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

June 16, 2014

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-30-14

Check Number	To	Check Number
243695		243751
Total Checks Paid		\$737,473.76

CHECK #	PAYEE	AMOUNT	DATE
243692	Pri Med	\$ 59.00	05/22/14
243693	Security Guard Service	\$ 3,185.64	05/23/14
243694	Wells Action in Mailing, Inc.	\$ 4,215.62	05/27/14

**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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-30-14

Check Number	To	Check Number
243752		243804
Total Checks Paid		\$550,120.30

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

Agenda

JUN 16 2014

06-16-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-06-14

Check Number	To	Check Number
243809		243887
Total Checks Paid		\$634,994.06

CHECK #	PAYEE	AMOUNT	DATE
243805	Sunsouth	\$ 483.06	05/29/14
243806	Waugh-Mt. Meigs Vol. Fire Prot. Agency	\$ 5,000.00	05/29/14
243807	Hurricane Electronics, Inc.	\$36,535.22	05/30/14
243808	Postmaster Bulk Mailing	\$ 7,281.64	06/03/14

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

Agenda

JUN 16 2014

06-16-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-06-14

Check Number	To	Check Number
243889		243976
Total Checks Paid		\$299,781.96

CHECK #	PAYEE	AMOUNT	DATE
243888	Douglas, Carmen	\$ 103.04	06/05/14

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
06/13/14**

Payroll Check Number	119900	To	Payroll Check Number	120001	\$ 65,955.81
Direct Deposits					\$ 811,508.69
Payroll Check Number	120002	To	Payroll Check Number	120031	\$ 263,905.91
Direct Deposits					\$ 335,990.51
Federal Deposits					\$ 325,977.93
Total Payroll Paid					\$ 1,803,338.85

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

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

JUN 16 2014

June 11, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Financing the Energy Conservation Project, Series 2014 for the Youth Facility Renovation

Attorney Clinton Graves with Gilpin Givhan, PC, met with the Commission on Monday, June 2, 2014, at which time the Commission agreed to waive rules and approved an Award of Request for Proposal (RFP) to Regions Bank for financing the Energy Conservation Project for the Youth Facility renovation, Series 2014. The bank will honor this rate of 3.81% through Monday, June 2, 2014 (**The effective interest rate after the Federal Energy Conservation Program Interest Reimbursement will be 1.5%.**)

The Commission also agreed to place on the June 16, 2014 agenda, a Resolution authorizing the issuance of the County's General Obligation Warrant (Energy Conservation Project), Series 2014 in the maximum principal amount of \$4,414,110 for the purpose of financing the costs of the construction and implementation of the energy conservation measures as provided for in the Energy Conservation Project for the Youth Facility renovation.

I am requesting that the Commission adopt the Resolution.

DLM/tn

Attachment



GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

June 11, 2014

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

Re: Resolution Authorizing and Approving Issuance of the
County's General Obligation Warrant
(Energy Conservation Project), Series 2014 for the
Youth Facility Renovation
Our File No. 3834.1004

Dear Donnie:

The Montgomery County Commission (the "Commission") has entered into an Energy Services Contract (the "Energy Project") with Schneider Electric Buildings America, Inc. ("Schneider") in order to provide for the installation of certain energy conservation measures in public buildings within Montgomery County, Alabama (the "County") including, but not limited to, the County Youth Facility. At its meeting on June 2, 2014, the Commission approved the award of the RFP to Regions Bank.

The resolution attached hereto as Exhibit "A" was introduced at the June 2, 2014 meeting of the Commission to be placed on the agenda for consideration by the Commission at the June 16, 2014 meeting. The resolution (the "Authorizing Resolution") authorizes the County to enter into a loan with Regions Commercial Equipment Finance, LLC, a subsidiary of Regions Bank, to be evidenced by the issuance of up to \$4,414,110 principal amount of the County's General Obligation Warrant (Energy Conservation Project), Series 2014, the proceeds of which shall be used to finance the capital improvement costs relating to the Energy Project and to provide for the costs of issuance of the Warrant. The terms of the Warrant, as set forth in the Authorizing Resolution, incorporate the terms as proposed by Regions Bank in its response to the RFP.

A summary of the County Government Bond Financing Review Form is attached hereto as Exhibit "B." Included with the summary is a copy of the County Government Bond Financing Review Form on which I shall brief the Commission at the June 16, 2014 meeting in relation to the Commission's consideration of the Authorizing Resolution.



CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

June 11, 2014

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

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County's General Obligation Warrant
(Energy Conservation Project), Series 2014 for the
Youth Facility Renovation
Our File No. 3834.1004

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The resolution attached hereto as Exhibit "A" was introduced at the June 2, 2014 meeting of the Commission to be placed on the agenda for consideration by the Commission at the June 16, 2014 meeting. The resolution (the "Authorizing Resolution") authorizes the County to enter into a loan with Regions Commercial Equipment Finance, LLC, a subsidiary of Regions Bank, to be evidenced by the issuance of up to \$4,414,110 principal amount of the County's General Obligation Warrant (Energy Conservation Project), Series 2014, the proceeds of which shall be used to finance the capital improvement costs relating to the Energy Project and to provide for the costs of issuance of the Warrant. The terms of the Warrant, as set forth in the Authorizing Resolution, incorporate the terms as proposed by Regions Bank in its response to the RFP.

A summary of the County Government Bond Financing Review Form is attached hereto as Exhibit "B." Included with the summary is a copy of the County Government Bond Financing Review Form on which I shall brief the Commission at the June 16, 2014 meeting in relation to the Commission's consideration of the Authorizing Resolution.

GILPIN GIVHAN

Mr. Donald L. Mims
June 11, 2014
Page 2

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC



Clinton D. Graves

CDG:bsh
Enclosures

EXHIBIT "A"
AUTHORIZING RESOLUTION

I, the undersigned County Administrator of Montgomery County, Alabama, hereby certify that the attached pages numbered consecutively from 1 to 15, inclusive, constitute a true, correct and complete copy of a resolution and order adopted by the Montgomery County Commission at a regular meeting of said County Commission held on June 16th, 2014, as the same appears in the records of said County Commission, and that said resolution and order has not been rescinded, repealed or amended in any respect and is still in full force and effect.

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this 16th day of June, 2014.

[S E A L]

County Administrator of
Montgomery County, Alabama

BE IT RESOLVED AND ORDERED by the Montgomery County Commission as follows:

Section 1. Findings. The Montgomery County Commission (herein called the "Commission"), which is the governing body of Montgomery County in the State of Alabama (herein called the "County"), has found and ascertained and does hereby declare as follows:

(a) in order to achieve certain savings in energy costs, the Commission and Schneider Electric Buildings Americas, Inc. have entered into an Energy Services Contract dated December 19, 2011, as amended and supplemented thereafter (herein called the "Energy Services Contract");

(b) in an effort to find the best source of financing for the costs to be incurred by the County pursuant to the Energy Services Contract, the County Administrator has distributed a Request for Proposals for Financing (the "RFP") to a number of banking institutions;

(c) the responses to the RFP that were received by the County have been reviewed and the Commission has determined that the response submitted by Regions Bank through its subsidiary, Regions Commercial Equipment Finance, LLC (herein called the "Bank") is the response that provides the most favorable terms to the County; and

(d) it is therefore necessary and desirable, and in the best interest of the County and its citizens, for the County to borrow the principal sum of up to \$4,414,110 from the Bank for the purposes of providing for the payment of the costs to be incurred pursuant to the Energy Services Contract and the expenses of issuing the Series 2014 Warrant hereinafter authorized and, in evidence of the said borrowing, to issue and sell the Series 2014 Warrant hereinafter described.

Section 2. Authorization of the Series 2014 Warrant. Pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Chapter 28, Title 11, Code of Alabama 1975, and for the purposes described in Section 1, there is hereby authorized to be issued by the County in an amount not to exceed \$4,414,110 its General Obligation Warrant (Energy Conservation Project), Series 2014 (herein called the "Series 2014 Warrant"). The Series 2014 Warrant shall be dated the date of its issuance, shall be issued in fully registered form, and shall bear interest at the rate of 3.81% per annum, computed on the basis of a 360-day year for the actual number of days elapsed. Such interest shall be payable on February 1, 2015, and semiannually on each February 1 and August 1 thereafter until and at the maturity date of the Series 2014 Warrant. The principal of the Series 2014 Warrant shall be payable at the principal administrative offices of the County as further provided in Section 4 below. Interest on the Series 2014 Warrant shall be paid by check or draft mailed or otherwise delivered by the County to the person to whom the Series 2014 Warrant is payable at its addresses as it appears on the registry books of the County pertaining to the Series 2014 Warrant; provided that the final payment of such interest shall be made only upon surrender of the Series 2014 Warrant to the County. Any such payment of interest shall be deemed timely made if so mailed on the interest payment date (or, if such interest payment date is not a business day, on the business day next following such interest payment date) upon which such interest shall be due and payable.

Section 3. Optional Redemption. The principal of the Series 2014 Warrant will be subject to prepayment and redemption prior to the stated maturity thereof on any date, in whole or in part, at a redemption price equal to the par or face amount redeemed plus accrued interest thereon to the date of any such prepayment, plus a prepayment penalty equal to the percentage of the amount prepaid on the date of such prepayment as follows:

<u>Prepayment Period</u>	<u>Premium</u>
Dated Date of the Series 2014 Warrant through any day prior to 2 nd anniversary thereof	3%
2 nd anniversary of Dated Date of the Series 2014 Warrant through any day prior to 5 th anniversary thereof	2%
5 th anniversary of Dated Date of the Series 2014 Warrant through any day prior to 7 th anniversary thereof	1%
7 th anniversary of Dated Date of the Series 2014 Warrant and thereafter	0%

Section 4. Scheduled Mandatory Redemption. The principal of the Series 2014 Warrant will be subject to partial scheduled mandatory redemption prior to maturity, at and for a redemption price equal to the principal amount thereof to be redeemed plus interest accrued thereon to the redemption date, on August 1, 2015, and on each August 1 thereafter to and including August 1, 2029, in the following respective principal amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 2015	\$243,306.17
August 1, 2016	249,778.12
August 1, 2017	256,422.22
August 1, 2018	263,243.05
August 1, 2019	270,245.31
August 1, 2020	277,433.84
August 1, 2021	284,813.58
August 1, 2022	292,389.62
August 1, 2023	300,167.18
August 1, 2024	308,151.63
August 1, 2025	316,348.46
August 1, 2026	324,763.33
August 1, 2027	333,402.04
August 1, 2028	342,270.53
August 1, 2029	351,374.92

Section 5. General Obligation. The indebtedness evidenced and ordered paid by the Series 2014 Warrant is and shall be a general obligation of the County for payment of the principal of and the interest on which the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Forms of Series 2014 Warrant, Etc. The Series 2014 Warrant and the provisions for assignment thereof shall be in substantially the following forms, with appropriate insertions and variations therein to conform to the provisions hereof:

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[FORM OF WARRANT]

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933, AS AMENDED**

UNITED STATES OF AMERICA
STATE OF ALABAMA

MONTGOMERY COUNTY
GENERAL OBLIGATION WARRANT
(Energy Conservation Project)
Series 2014

No. R-1

Interest Rate: 3.81%

Dated Date: _____, 2014

Maturity Date: August 1, 2029

MONTGOMERY COUNTY, ALABAMA (herein called the "County"), is hereby ordered and directed to pay, solely from the Warrant Fund hereinafter designated, to Regions Commercial Equipment Finance, LLC or registered assigns, to whom the County acknowledges itself indebted, the principal sum of

**FOUR MILLION FOUR HUNDRED FOURTEEN THOUSAND,
ONE HUNDRED TEN DOLLARS (\$4,414,110)**

on August 1, 2029, with interest thereon from the date hereof until the maturity hereof at the per annum rate of 3.81% (computed on the basis of a 360-day year for the actual number of days elapsed), payable on February 1, 2015 and semiannually on each February 1 and August 1 thereafter until and at the maturity hereof. The principal hereof shall be payable in lawful money of the United States of America at the principal administrative offices of the County in Montgomery, Alabama, and the interest hereon shall be paid by check or money order mailed to the named payee hereof at the address of the said payee as it appears on the registry books of the County pertaining to the Series 2014 Warrant hereinafter referred to. Such payment of interest shall be deemed timely made if so mailed on the interest payment date (or, if such interest payment date is not a business day, on the business day next following such interest payment date) upon which such interest shall be due and payable.

This warrant (herein called the "Series 2014 Warrant") is issued in the initial principal amount of \$4,414,110 pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Chapter 28, Title 11, Code of Alabama 1975, as well as a resolution duly adopted by the governing body of the County (herein called the "Authorizing

Resolution”), for purposes for which the County is authorized by law to borrow money and to issue warrants.

The principal of the Series 2014 Warrant is subject to redemption or prepayment prior to its stated maturity at any time, in whole or in part, at a redemption price equal to the par or face amount redeemed plus accrued interest thereon to the date of any such prepayment, plus a prepayment penalty equal to the percentage of the amount prepaid on the date of such prepayment as follows:

<u>Prepayment Period</u>	<u>Premium</u>
Dated Date of the Series 2014 Warrant through any day prior to 2 nd anniversary thereof	3%
2 nd anniversary of Dated Date of the Series 2014 Warrant through any day prior to 5 th anniversary thereof	2%
5 th anniversary of Dated Date of the Series 2014 Warrant through any day prior to 7 th anniversary thereof	1%
7 th anniversary of Dated Date of the Series 2014 Warrant and thereafter	0%

The principal of the Series 2014 Warrant will be subject to partial scheduled mandatory redemption prior to maturity, at and for a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, on August 1, 2015, and on each August 1 thereafter to and including August 1, 2029, in the following respective principal amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 2015	\$243,306.17
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August 1, 2025	316,348.46
August 1, 2026	324,763.33
August 1, 2027	333,402.04
August 1, 2028	342,270.53
August 1, 2029	351,374.92

A late charge shall be due and payable on any installment of principal of, premium (if any) on and, to the extent legally enforceable, interest on, this Series 2014 Warrant which installment shall not have been paid by the 10th day of the month in which such installment is due and payable, in an amount equal to five percent (5%) of such installment.

Upon the occurrence of an Event of Default, as defined in the Authorizing Resolution, that is not remedied within the expressly provided cure period, if any, amounts due and payable under this Series 2014 Warrant shall bear interest at the rate of 8% per annum from such date of default and after maturity if not then paid.

The indebtedness evidenced and ordered paid by this warrant is a general obligation of the County for payment of the principal of and the interest on which the full faith and credit of the County have been irrevocably pledged.

Pursuant to the Authorizing Resolution, the County has established a special fund for the payment of debt service on the Series 2014 Warrant (the "Warrant Fund") that will be held by the Bank. The County has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other funds of the County sums sufficient to provide for the payment of debt service on the Series 2014 Warrant as the same becomes due and payable.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this warrant exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this warrant, together with all other

indebtedness of the County, was at the time the same was created and is now within every applicable debt and other limit prescribed by the constitution and laws of the State of Alabama.

This warrant is issuable only as a fully registered warrant, and is transferable by the named payee hereof, in person or by authorized attorney, only on the books of the County and only upon surrender of this warrant to the County for cancellation, and upon any such transfer a new warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the aforesaid resolution of the governing body of the County. Each holder, by receiving or accepting this warrant, shall consent and agree and shall be estopped to deny that, insofar as the County is concerned, this warrant may be transferred only in accordance with the provisions of the aforesaid resolution of the governing body of the County.

The County shall not be required to transfer this warrant during the period of fifteen (15) days next preceding any February 1 or August 1; and, in the event that this warrant (or any principal portion hereof) is duly called for redemption and prepayment, the County shall not be required to transfer this warrant during the period of fifteen (15) days next preceding the date fixed for such redemption and prepayment.

Any assignee or transferee of this warrant takes it subject to all payments of principal and interest in fact made with respect thereto, whether or not such payments are reflected by endorsement on this warrant or any payment record pertaining hereto.

IN WITNESS WHEREOF, the County has caused this warrant to be executed by the Chairman of the Montgomery County Commission, has caused its official seal to be hereunto affixed, has caused this warrant to be attested by the County Administrator, and has caused this warrant to be dated _____, 2014.

MONTGOMERY COUNTY, ALABAMA

By: _____
Chairman of the County Commission

Attest:

By: _____
County Administrator

[S E A L]

REGISTRATION AS CLAIM AGAINST WARRANT FUND

I hereby certify that this Series 2014 Warrant has been registered by me as a claim against Montgomery County, Alabama and the Warrant Fund referred to in this Series 2014 Warrant.

County Administrator of
Montgomery County, Alabama

REGISTRATION OF OWNERSHIP

This Series 2014 Warrant is recorded and registered on the registry books of Montgomery County, Alabama in the name of the last owner named below and registered as a claim against Montgomery County, Alabama.

<u>Date of</u>	<u>In Whose Name</u>	<u>Signature of Authorized Officer of the County</u>
_____, 2014	Regions Commercial Equipment Finance, LLC	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Form of Assignment]

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this warrant on the books of the County.

Dated this _____ day of _____, 20____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Section 7. Execution and Registration of Series 2014 Warrant by the County. The Series 2014 Warrant shall be executed on behalf of the County by the Chairman of the Commission, whose signature shall be attested by the County Administrator. The seal of the County or of the Commission shall be impressed on the Series 2014 Warrant. Signatures on the Series 2014 Warrant by persons who are officers of the County at the times such signatures were written shall continue to be effective although such persons cease to be such officers prior to the delivery of the Series 2014 Warrant, whether initially issued or issued upon a transfer of the Series 2014 Warrant. The Series 2014 Warrants shall be registered by the County Administrator in the records maintained by the County as claims against the County. Said officers are hereby directed so to execute, attest and register the Series 2014 Warrant.

Section 8. Registration and Transfer of Series 2014 Warrant. The Series 2014 Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the County. The County Administrator shall be the registrar and transfer agent of the County and shall keep at his office proper registry and transfer books in which he will note the registration and transfer of the Series 2014 Warrant, all in the manner and to the extent hereinafter specified.

No transfer of the Series 2014 Warrant shall be valid hereunder except upon presentation and surrender of the Series 2014 Warrant at the office of the County Administrator with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the County, whereupon the County shall execute and deliver to the transferee, a new Series 2014 Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2014 Warrant is registered on the books of the County shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest thereon may be made. Each named payee of the Series 2014 Warrant, by receiving or accepting the same, shall consent and agree and shall be estopped to deny that, insofar as the County is concerned, the Series 2014 Warrant may be transferred only in accordance with the provisions of this resolution.

The County shall not be required to transfer the Series 2014 Warrant during the period of fifteen (15) days next preceding any interest payment date with respect thereto; and if any portion of the principal of the Series 2014 Warrant is duly called for redemption and payment, the County shall not be required to transfer the Series 2014 Warrant during the period of fifteen (15) days next preceding the date fixed for such redemption and payment.

The registration and transfer of the Series 2014 Warrant (other than pursuant to Section 10 hereof) shall be without expense to the payee thereof or any transferee thereof. In every case involving any transfer or registration, such named payee shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer or registration.

Section 9. Person Deemed Owner of Series 2014 Warrant. The County may deem and treat the person in whose name the Series 2014 Warrant is registered on the registry books of the County as the absolute owner thereof for all purposes; it shall not be affected by notice to the

contrary; and all payments by the County to the person in whose name the Series 2014 Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 10. Replacement of Mutilated, Lost, Stolen or Destroyed Series 2014 Warrant. In the event the Series 2014 Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Series 2014 Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2014 Warrant, such Series 2014 Warrant is first surrendered to the County and (b) in the case of any such lost, stolen or destroyed Series 2014 Warrant, there is first furnished to the County evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to it. The County may charge the named payee with the expense of issuing any such new Series 2014 Warrant.

Section 11. Sale of Series 2014 Warrant. The Series 2014 Warrant is hereby sold and awarded to the Bank, at and for a purchase price of \$4,414,110. The Chairman of the Commission is hereby authorized and directed to deliver the Series 2014 Warrant to the Bank upon payment to the County of the purchase price thereof.

Section 12. Creation of the Warrant Fund. There is hereby created a special account the full name of which shall be the "Montgomery County Series 2014 (Energy Conservation Project) Warrant Fund" (the "Warrant Fund"). The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Series 2014 Warrant. The Bank is hereby designated as the custodian of the Warrant Fund. The County will be required to transfer to the Warrant Fund, on or before the business day next preceding each interest payment date, commencing with the business day next preceding February 1, 2015, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Series 2014 Warrants on the then next succeeding interest payment date, plus (ii) the principal, if any, of the Series 2014 Warrants that will mature on the then next succeeding interest payment date. Moneys on deposit in the Warrant Fund shall be used solely for the payment of the principal of and interest on the Series 2014 Warrant.

Section 13. Creation of Special Account; Purposes for Which Moneys Therein May Be Expended. The County shall establish and maintain an account with the Bank, the full name of which shall be the "Montgomery County Energy Conservation Project Account," for the purposes of providing funds (i) to make the payments required to be made by the County under the Energy Services Contract and (ii) for payment of the expenses incurred in connection with the issuance and sale of the Series 2014 Warrant. The proceeds from the sale of the Series 2014 Warrant shall be deposited in such account and shall be paid out from time to time by or on behalf of the County for the said purposes. Moneys in such account shall be invested as directed by the County, and any earnings from such investments shall be paid into such account.

Section 14. Provisions Constitute Contract. The provisions of this resolution shall constitute a contract between the County and the holder of the Series 2014 Warrant.

Section 15. Expenses of Issuance and Collection.

(a) The County hereby agrees to pay all expenses of issuance of the Series 2014 Warrant.

(b) The County covenants and agrees that, if the principal of and interest on the Series 2014 Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Series 2014 Warrant or its registered assignees, all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

Section 16. Execution of Ancillary Documents. The Chairman of the Commission and the County Administrator are hereby authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates (including, without limitation, a so-called "Tax Certificate") as may be necessary to consummate the issuance and sale of the Series 2014 Warrant and to carry out fully the financing authorized by this resolution.

Section 17. Representations and General Covenants of the County

(a) Reporting Requirements. The County shall furnish to the Bank each of the following:

(i) Annual Financial Statements. As soon as available, and in any event within 60 days of receipt from the Department of Examiners of Public Accounts of the State of Alabama, the complete, unqualified, financial statements of the County, including the balance sheet as of the end of such fiscal year and the related statements of operations and changes in net assets and cash flows (showing in each case changes in cash, cash equivalents, and board-designated funds) for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail, audited and prepared by an independent certified public accountant (reasonably satisfactory to the Bank) in accordance with generally accepted accounting principles, consistently applied and fairly presenting the financial condition of the County.

(ii) Internal Revenue Service. Promptly upon sending or receiving and any correspondence to or from the Internal Revenue Service concerning the status of (i) the Series 2014 Warrant as a "qualified energy conservation bond" and "qualified tax credit bond" or (ii) any other tax-exempt obligations issued by the County.

(iii) Other Information. Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the County, as the Bank may from time to time reasonably request.

(b) Insurance.

(i) The County shall maintain insurance, to the extent commercially available at reasonable rates, on its property and with respect to itself, which insurance shall be provided by an insurer with a credit rating acceptable to the Bank and be of such type and

in such amounts or in excess of such amounts as are customarily carried by and insures against such risks as are customarily insured against by counties of like size and character to the County and as shall be satisfactory to the Bank.

(ii) The County shall furnish upon request to the Bank certificates of the respective insurers originally executed by the authorized agent(s) attesting the fact that the insurance required by this Section is in full force and effect and reflecting all coverages, amounts and deductibles. At least fifteen (15) days prior to the expiration of any such policy, the County shall furnish the Bank evidence that the policy has been renewed or replaced or is no longer required by this Resolution.

(c) Visitation. The County shall permit (after having received reasonable advance written notice from the Bank), any employees, agents or other representatives of the Bank and any attorneys, accountants or other agents or representatives designated by the Bank to (a) have access to and visit and inspect any of the accounting systems, books of account, financial records and property, thereof, (b) examine and make abstracts from any such accounting systems, books and records, and (c) discuss the affairs, finances and accounts thereof with the officers, employees or agents, all at such reasonable business times as the Bank deems necessary or advisable to protect its interests; provided, however, that the foregoing shall not require the County to divulge confidential information respecting clients, customers or patients of the County.

(d) Compliance with Applicable Law. The County shall comply with all applicable law, including without limitation environmental laws and ERISA (to the extent applicable to the County), except for matters being contested in good faith by appropriate proceedings diligently pursued.

Section 18. Events of Default

The occurrence of any one or more of the following shall constitute an event of default (an "Event of Default") under this Resolution (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any governmental authority):

(a) failure of the County to pay any amount of the principal of or interest on the Series 2014 Warrant, as and when the same shall become due and payable; or

(b) failure of the County to observe or perform any of the covenants, conditions or provisions of Sections 17(c); or

(c) any warrant, representation, financial statement (specifically not including projections or estimates of financial performance or results), report, schedule, certificate, statement or other document heretofore, now, or hereafter, made or furnished to the Bank by or on behalf of the County in compliance with, or in reference to, this Resolution, shall prove to be false or misleading in any material respect as of the date on which it was made, and action which eliminates or corrects such falsity or misleading character is not completed for a period of 30 days after the Bank or the applicable party becomes aware thereof; or

(d) the occurrence of a default or an event of default as defined in any other agreement or contract under which the County is now or hereafter obligated to the Bank, or an affiliate thereof, that is not cured within the applicable cure period provided therein; or

(e) (1) the County (i) fails to make any payment in respect of any Material Debt when due (whether at scheduled maturity, by required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the document relating thereto on the date of such failure, provided such failure results in a Material Adverse Effect; or (ii) shall default in the due performance or observance by it of any term, covenant or agreement contained in, or any other event shall occur or condition exist under, any agreement or instrument relating to any Material Debt, the effect of such default, event or condition is to cause, or to permit the holder or holders of such Material Debt or beneficiary or beneficiaries of such Material Debt (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, such Material Debt to be declared to be due and payable prior to its stated maturity, or to become payable or cash collateral in respect thereof to be demanded, provided such failure results in a Material Adverse Effect; or

(2) any Material Debt of the County shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment or at the option of the County, prior to the stated maturity thereof, provided such failure results in a Material Adverse Effect; or

(f) an Act of Insolvency occurs.

For purposes of this Section, the following terms shall have the following meanings:

(i) **Act of Insolvency** shall mean the appointment of a receiver, liquidator or trustee of the County or any of its property or assets; or a general assignment by the County for the benefit of the creditors thereof; or the commencement of proceedings by the County, or against the County and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

(ii) **Material Adverse Effect** shall mean any act or circumstance or event (other than as a result of any act or omission by the Bank) or change which (i) causes an Event of Default, or (ii) if determined or resolved adversely to the County would have a material and adverse effect upon, or a material adverse change in, the financial condition or operations or prospects of the County, or (iii) would adversely affect the validity or enforceability of this Resolution or the Series 2014 Warrant.

(iii) **Material Debt** shall mean, with respect to the County on any date, debt of the County which individually equals or exceeds \$500,000.

Section 19. Availability of Remedies

(a) The County agrees (i) the registered owners of the Series 2014 Warrant shall have all rights and remedies for the enforcement of the Series 2014 Warrant and this Resolution as may be provided by the laws of the State of Alabama, and (ii) the County Treasurer of the County is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Series 2014 Warrant and does not, as required by the Series 2014 Warrant, deposit such money in the Series 2014 Warrant Fund, when and as required by Section 12 of this Resolution in each fiscal year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Series 2014 Warrant when and as the same become due and payable in each fiscal year in amounts sufficient for such purposes.

(b) No remedy herein conferred upon or reserved to the County or the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall, to the extent permitted by law, be cumulative and in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity or otherwise. No delay or omission by the County or the Bank to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) All rights, remedies and powers provided by this Section may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Section are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Resolution invalid or unenforceable.

Section 20. Tax Provisions. The County hereby designates the Series 2014 Warrant as a "qualified energy conservation bond" for purposes of Section 54D of the Internal Revenue Code of 1986, as amended (herein called the "Code"). The County covenants that it will comply with the provisions of the Code that must be satisfied in order for the Series 2014 Warrant to constitute a "qualified energy conservation bond" and a "qualified tax credit bond," as those terms are defined and used in the Code. Without limiting the generality of the foregoing, the County hereby covenants that 100% of the proceeds from the sale of the Series 2014 Warrant (plus investment proceeds, and minus the cost of issuance) will be used for qualified conservation purposes described under Section 54D(f)(1) of the Code. This covenant shall survive payment in full or defeasance of the Series 2014 Warrant.

Section 21. Provisions of Resolution Severable. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other portion of this resolution.

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

County Administrator of the
Montgomery County Commission

EXHIBIT "B"

SUMMARY OF

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

Statements Relating to the County Governmental Bond Financing Review Form

The following statements are made relating to delivery of the County Government Bond Financing Review Form as required by Section 11-8A-1 et al, of the Code of Alabama, 1975, as amended in relation to the issuance of the County's General Obligation Warrant (Energy Conservation Project), Series 2014 in an amount not to exceed \$4,414,110, the Authorizing Resolution for which shall be considered for approval at the June 16, 2014 meeting of the County Commission and should be presented to the County Commission prior to the execution of said form:

(1) The County Commission has considered whether it can satisfy its financial obligations for the life of the Series 2014 Warrant.

(2) The Series 2014 Warrant constitutes a general obligation of the County, the payment of which is secured by the County's full faith and credit. The Series 2014 Warrant does create a debt of the County within the meaning of Section 224 of the Constitution of the State of Alabama and counts against the County's constitutional debt limit.

(3) The County Commission has considered the period of usefulness of the improvement or property for which the Series 2014 Warrant is to be issued in light of the duration of the term of the Series 2014 Warrant.

(4) The County Commission acknowledges that proceeds from the Series 2014 Warrant shall not be used for general operating expenses of the county.

(5) The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of Series 2014 Warrant 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 the Series 2014 Warrant.

(6) The County Commission has considered the effect, if any, that the Series 2014 Warrant will have on the county's constitutional debt limit. The County's legal debt margin after the issuance of the Series 2014 Warrant shall be no less than \$77,326,539.

(7) The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the Series 2014 Warrant 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. The interest rate of 3.81% on the Series 2014 Warrant was the lowest fixed rate proposed as a result of a request for financing proposals issued by the County.

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

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

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

Signature _____

Printed Name Elton N. Dean, Sr. _____

Title Chairman of the Montgomery County Commission _____

Date of Issuance of Bonds or Swap Agreement _____

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

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

Signature _____

Printed Name Clinton D. Graves _____

Title Bond Counsel to Montgomery County _____

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 Fee / Gilpin Givhan, PC	\$15,000.00
Bank Counsel Fee / Maynard Cooper	5,000.00

Detailed Itemization of Costs and Fees (continued)

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

Commission

Signature _____

Printed Name Elton N. Dean, Sr.

Title/County Chairman of the Montgomery County Commission

Date of Issuance of Bonds _____

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

Bond Underwriter:

Signature _____

Printed Name Not Applicable

Title/Company _____

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. | _____ | _____ | <u> X </u> |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | _____ | _____ | <u> X </u> |
| 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> . | _____ | _____ | <u> X </u> |

Bond Underwriter/Swap Agreement Provider:

Signature _____

Printed Name _____

Title _____

Company Name _____

JUN 16 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer IL *TT*

DATE: May 19, 2014

RE: Amendment No. 4 to Contract 52110-05B-037
Preventive Maintenance on Security System

Request that approval of the attached Amendment No. 4 extending the period of the contract for Preventive Maintenance on the Security Cameras, Doors, Lock and any other Security Components within the County Buildings be placed on a future County Commission agenda.

Amendment No. 4 will extend the contract period for a three (3) month period beginning July 1, 2014 and will end on September 30, 2014.

Attachment

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

AMENDMENT
TO
CONTRACT FOR SECURITY SYSTEM MAINTENANCE

Amendment No. 4

Date: May 19, 2014

Amendment No 4 to Contract for Security System Maintenance is hereby amended as follows:

-By extending the Contract period for three (3) months, beginning on July 1, 2014 and ending on September 30, 2014.

-All other specifications and special provisions will remain the same.

WITNESS:

NORMENT SECURITY GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JUN 16 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II 

DATE: May 19, 2014

RE: Amendment No. 7 to Contract 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County

Request that approval of the attached Amendment No. 7 extending the period of the contract for Emergency Medical Treatment and Transportation Services for Montgomery County be placed on a future County Commission agenda.

Amendment No.7 will extend the contract period for a three (3) month period beginning July 1, 2014 and will end on September 30, 2014.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 7

DATE: May 19, 2014

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a three (3) month period, beginning July 1, 2014 and ending September 30, 2014.

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

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

JUN 16 2014

June 4, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Temporary Designation and Establishment of One Dexter Plaza as Annex V

The Montgomery County Commission, at their meeting on June 2, 2014, agreed to place on the next agenda, District Attorney Darryl Bailey's request to temporarily designate and establish (seventeen months) One Dexter Plaza, located at One Court Square, as Montgomery County Administration Building and Courthouse Annex V.

I am requesting that the Commission approve this item.

DLM/tn



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

June 11, 2014

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

RE: Courthouse Annex Designation

Dear Chairman Dean:

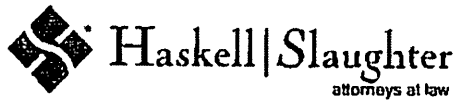
As part of the relocation of my office to One Dexter Plaza during the renovation of Annex I, Grand Jury will also be required to move. Because of this, I am requesting the space where we will be located be designated as a courthouse annex until the Grand Jury returns to Annex I when the renovation is completed. This designation will allow the Grand Jury to legally conduct business at this location.

Thank you for your favorable consideration in this matter.

Sincerely,

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

Agenda

ATTORNEY/CLIENT PRIVILEGED

TTG

JUN 16 2014

TO: Donnie Mims

FROM: Tommy Gallion

DATE: May 28, 2014

RE: Claim of Barbara Hobson to City of Montgomery, Montgomery Area Transit Authority, Alabama Municipal Insurance Corporation, and Montgomery County

I am in receipt of your May 27, 2014, memo regarding a claim filed by Barbara Hobson for her minor child, Breanna N. Hobson against City of Montgomery, Montgomery Area Transit Authority, Alabama Municipal Corporation and Montgomery County. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this was a City of Montgomery bus and an employee of the City was operating the bus. The claimant admits that it was negligence on the part of the driver of the other vehicle. Regardless, Montgomery County has no involvement in this matter.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

50051-317

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

TO: CITY OF MONTGOMERY, ALABAMA;
MONTGOMERY AREA TRANSIT AUTHORITY;
ALABAMA MUNICIPAL INSURANCE CORPORATION; and,
MONTGOMERY COUNTY, ALABAMA

Comes now, Ms. Breanna N. Hobson, by and through her mother and next friend, Barbara Hobson [hereinafter referred to as "Claimant"], pursuant to the Code of Alabama (1975) and hereby gives notice of and presents a claim to/against the above addressed entities for the maximum amount allowed under the law.

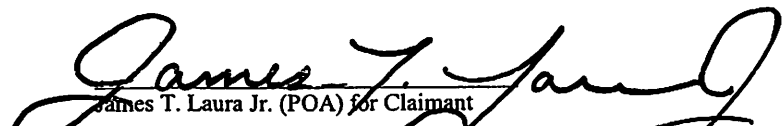
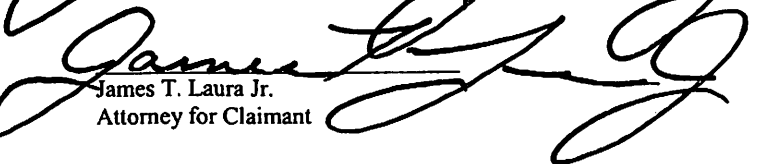
Said claim arises out of an accident that occurred on or about April 22, 2014 in Montgomery, Alabama on or near Eastern Blvd at or around 06:30 MT. On the day of the accident, Claimant was a passenger on a bus owned and/or operated by the Montgomery Area Transit Authority and/or the City of Montgomery. The subject bus was operated by an employee of the Montgomery Area Transit Authority. The subject bus operator's name is believed to be Connie Lee Smith. The bus in question collided with another vehicle as a result of one of the vehicles not obeying the applicable rules of the road and/or not adhering to reasonable driving practices. Consequently, Claimant suffered injuries as a result of the subject collision.

Said claim arises out of the above-addressed entities negligence and/or wantonness through the actions of their agent and/or employee in negligently operating the bus and failing to obey the rules of the road and/or not adhering to reasonable driving practices, and/or the negligence and/or wantonness of the other driver in failing to obey the same; or, the above addressed entities may be liable for the negligent hiring, training, and supervision of said agent and/or employee who operated the bus, depending upon further investigation.

As a result of the negligent operation of subject bus and/or the other driver's negligent operation of his/her vehicle, Claimant suffered physical injuries resulting in recoverable damages including, but not limited to, medical expenses and pain and suffering caused by the accident.

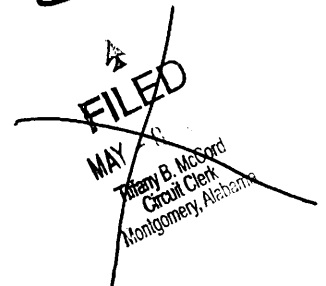
Claimant asks that the above addressed entities provide her with any information and/or documentation they have pertaining to the accident described herein. Claimant's counsel requested information from Alabama Municipal Insurance Corporation but AMIC representatives refused to provide the same. If any recipient of this notice knows of any other persons or entities they deem to be responsible in any manner for Claimant's injuries they should inform the Claimant and her counsel of the names and addresses of such persons or entities immediately.

Dated this the 6th day of May, 2014.


James T. Laura Jr. (POA) for Claimant

James T. Laura Jr.
Attorney for Claimant

OF COUNSEL:

Shunnarah Injury Lawyers, P.C.
PO Box 1388
Mobile, AL 36633
P: 251.459.6336
F: 251.459.6387
E: jlaura@asilpc.com


FILED
MAY 12 2014
Ashley B. McCard
Circuit Clerk
Montgomery, Alabama

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

May 27, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Notice of Claim to City of Montgomery, Montgomery Area Transit Authority,
Alabama Municipal Insurance Corporation, and Montgomery County

We received a Notice of Claim regarding the above-referenced matter May 27, 2014.

Please review the attached documents and take appropriate action in response to James T. Laura, Jr., Attorney for Claimant. Your Opinion as to the merits of this case and a response to recognize and deny this claim is requested.

As always, thank you for your assistance.

DLM/tn

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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Agenda

JUN 16 2014

June 16, 2014

MEMORANDUM

TO: Sherrill Thomas, Finance Director

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

On this date, the Montgomery County Commission approved reprogramming the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2014-82: Montgomery County Recreation Department, for The Montgomery American League, Inc., to Provide Programs that Help Children Grow Physically, Mentally and Emotionally through Participation in Baseball - \$1,000; (Ingram)

C-2014-83: Common Ground Montgomery, for Underprivileged Youth Programs - \$2,500; (Walker-\$2,000 and Ingram-\$500)

DLM/tll

Agenda

JUN 16 2014

May 20, 2014

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

**Re: Alterations to 3rd Floor Annex Three
Montgomery County Courthouse
Montgomery, Alabama**

Dear Mr. Mims:

As you are aware, we received sealed bids on the above referenced project on May 20, 2014 at 2:00 PM. Please find attached the certified bid tabulation for the receipt of bids. Please note that Stallings & Sons of Montgomery, Alabama was the apparent low bidder.

The Architect recommends award to the lowest responsible bidder which was Stallings & Sons of Montgomery, Alabama, whose low bid totaled \$1,227,232.00.

Please note that the overall construction cost not including Alternate No. 2 (New Doors and Access Control) at \$18,174.00 is \$1,209,058.00. Our projected Project Cost (See Attachment "A") with Contingency was \$1,075,000.00. This results in a delta of \$134,058.00. Approximately \$50,000.00 of this delta was in additional cost for Alternate No. 1. It is our assumption that this cost reflects the difficulty of this construction with respect to phasing and waterproofing considerations during construction.

It should be noted that the security and telcom pieces (Cat 6 cabling, racks, etc.) that were added to the construction cost will now not be applied against the security / data allowance (\$100,000.00) shown in Attachment "A". This will help to offset the delta in the construction budget. Please note that the difference between our original project cost with contingency and the base bid is \$8,258.00 or .7 of a percent. Also note that the difference between the low bidder and the second bidder is \$16,168.00 or 1.3% which is "as good as it gets".

It is our opinion that the telcom/security/data and furniture budgets could involve less cost than those projected resulting in an offset of the aforementioned difference in construction cost.

Please review the attached information and schedule a presentation before the Commission to authorize Notice to Proceed and contract execution as well as a Pre Award Conference at your earliest convenience.

Thank you for your consideration of this matter, we await your direction.

Best regards,
JMR+H Architecture, PC


J. Michael Rutland, President

ATTACHMENT 'A'
TOTAL PROJECT COST
ALTERATIONS TO THIRD FLOOR ANNEX THREE
MONTGOMERY COUNTY COURTHOUSE
MONTGOMERY, ALABAMA
MARCH 17, 2014

Land Cost	\$0.00
Site Development	\$0.00
<u>Construction</u>	
Base Bid	901,179.00
Alternate No. 1	77,000.00
Contingency	<u>96,821.00</u>
Total Construction	\$1,075,000.00
Special IBC Testing	\$25,000.00
AE Fee (ABC Fee Schedule/Group III with 25% Fee Increaser for Renovation) (Estimated)	96,750.00
Anticipated A/E Reimbursables (Printing, Etc.)	<u>5,000.00</u>
Total A/E Fee and Reimbursables	\$101,750.00
Furniture, Fixtures and Equipment (Includes Interior Design Fee)	\$100,000.00
Security/Data	\$100,000.00
GRAND TOTAL	\$1,401,750.00

TABULATION OF BIDS:

ALTERATIONS TO 3RD FLOOR ANNEX 3
MONTGOMERY COUNTY COURTHOUSE
Bids Received: 60 Commerce Street, Suite 1520, Montgomery, AL 36104
May 20, 2014 2:00 PM

BIDDERS	Surety	ENVELOPE ADD/Deduct	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	TOTAL BASE BID
A.G. DreCo, Inc.	First Tuskegee	12,000	1,286,283.00	154,824.00	22,670.00	1,475,777.00
Amity Construction	Mid Continent Casualty Company	0.00	1,056,000.00	164,300.00	23,100.00	1,243,400.00
Hudak Construction	Granite Re, Inc.	0.00	1,296,000.00	199,260.00	14,733.00	1,509,993.00
Hutcheson Construction Company	Travelers Casualty and Surety Company of America	1,000.00	1,105,075.00	162,250.00	13,500.00	1,281,825.00
Stallings & Sons	Travelers Casualty and Surety Company of America	0.00	1,083,258.00	125,800.00	18,174.00	1,227,232.00
Russell Construction, Inc.	Harford Fire Insurance Company	0.00	1,070,898.00	250,345.00	18,205.00	1,339,448.00

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

Sworn and subscribed before me on May 20, 2014
Renae M. Williams
NOTARY PUBLIC
STATE OF ALABAMA
J. Michael Rutland, JMR+H Architecture, PC, President

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 16 2014

Request # 6

Date: June 4, 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 28, 2014 Return Date: August 28, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Ala Society of CPA's CPE course-Audits of State & Local Governments
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: \$220.00 Advance Registration Required: \$220.00

Department Name: Finance Department Fund Name: General

Additional Comments: _____

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

The above request is app. 06/16/14 reimbursement of actual and necessary expenses in the
approximate amount of \$220.00 and advance registration of \$220.00 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>\$593.44</u>
Budget Available:	<u>\$2,406.56</u>
Current Requests:	<u>\$220.00</u>
Budget Balance:	<u>\$2,186.56</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/4/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 16 2014

Request # 14

Date: June 10, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: August 19, 2014 Return Date: August 22, 2014

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend 2014 ACCA Annual Convention & participate in CROAA training sessions.
Attendee will earn 20 CPE hours to apply toward her ALTIST Certified Revenue
Examiner (CRE) certification. Attendee is the current President for CROAA.

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: \$1,196.76 Advance Registration Required: \$185.00

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

Additional Comments: Estimated costs \$221.76 mileage, \$540.00 lodging, \$250.00 meals, and registration
fee of \$185.00. Registration fee will be paid to the ACCA in advance by attendee
at point of online registration.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 06/16/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,196.76 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$8,000.00

Approved Requests: \$5,699.68

Budget Available: \$2,300.32

Current Requests: \$1,196.76

Budget Balance: \$1,103.56

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/11/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 16 2014

Request # 7

Date: May 30, 2014
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pigeon Forge, TN
Departure Date: August 10, 2014 Return Date: August 14, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: SSGT Re-Certification

Traveler (s) Name: 1. Sergeant Jeffery Sanderson 4. _____
2. Sergeant Carlos Parks 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,700.00 Advance Registration Required: \$600.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 06/16/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,700.00 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$9,793.52</u>
Budget Available:	<u>\$5,206.48</u>
Current Requests:	<u>\$1,700.00</u>
Budget Balance:	<u>\$3,506.48</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/4/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 16 2014

Request # 14

Date: June 11, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Perdido Beach, AL
Departure Date: August 10, 2014 Return Date: August 15, 2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: AAAO Summer Conference

Traveler (s) Name: 1. Clay Henley 4. Antreece Stringer
2. Jennifer Millican 5. Scott Millican
3. LaNitra Wilson 6. Calvin Johnson

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

Total (est.) Cost: \$9,501.30 Advance Registration Required: \$1,860.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration-4 @ 305.00=1220.00 and 2@ 320.00=640.00 total 1860.00
Mileage=5@221.76=1108.80 Hotel 5@ 1,006.50=5032.50
Food 6@250.00= 1500.00

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

The above request is app. 06/16/14 reimbursement of actual and necessary expenses in the
approximate amount of \$9,501.30 and advance registration of \$1,860.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$10,822.79</u>	
Budget Available:	<u>\$19,177.21</u>	
Current Requests:	<u>\$9,501.30</u>	
Budget Balance:	<u>\$9,675.91</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/11/2014

cc: Finance Director / Buyer

8-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

JUN 16 2014

Date: June 12, 2014
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Madison, AL
Departure Date: July 14, 2014 Return Date: July 18, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Appraisal Manual (Res/Agr)

Traveler (s) Name: 1. Janet Buskey 4. _____
2. Allyson Holland 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,646.08 Advance Registration Required: \$450.00

Department Name: Revenue Commissioner Fund Name: Manufactured Home Trust

Additional Comments: Total Est. Cost Includes Registration, Lodging, Meals & Mileage

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 06/16/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,646.08 and advance registration of \$450.00 is authorized.

To be completed by the Finance Department

Fund Code: 781-51501.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$1,884.00

Approved Requests: \$294.52

Budget Available: \$1,589.48

Current Requests: \$450.00

Budget Balance: \$1,139.48

Donald L. Mims, Administrator

Reviewed by: M. Knighten

Date: 6/12/2014

cc: Finance Director / Buyer

8-5

JUN 16 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 19

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 6/9/2014
DATE: 6/9/2014 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
Homeland ATL Grant Revenue	125-40000.44708	(26,000)	(25,000)	(51,000)
Homeland Grant contract services	125-52611.304	26,000	25,000	51,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Budget for a Homeland Security Cooperative Agreement grant approved June 2, 2014.

JUN 16 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 8

DEPARTMENT: Engineering REVIEWED: S. Thomas 6/9/2014
Finance Director
 REQUESTED BY: George C. Speake APPROVED: _____ Date _____
Elected Official/Dept. Head 6/9/2014 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53400-212	199,750	(600)	199,150
Contract Services	111-53400-304	650	600	1,250
Fuels & Lubricants	111-53700-212	19,400	(1,100)	18,300
Natural Gas	111-53700-245	13,000	1,100	1,100
Rd. Bldg. Material & Supplies	111-53800-213	61,400	(200)	(200)
Telephone	111-53800-251	700	200	200
TOTAL		294,900	0	294,900

JUSTIFICATION:

Budget realignment to cover operating cost.

JUN 16 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Personnel	REVIEWED:	S. Thomas	6/11/2014
DATE:	6/10/2014	Finance Director		Date
REQUESTED BY:	Carmen Douglas	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Training/Educational Svcs.	123-51961.170	5,000	(2,500)	2,500
Dues and Membership Fees	123-51961.171	1,310	300	1,610
Registration and Training	123-51961.265	15,000	2,200	17,200
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		21,310	0	21,310

JUSTIFICATION:

To cover the increased costs in membership dues and additional costs in airfare and conference fees for registration and training.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 6/10/14

Re: Budget increase request

In February 2014 we did a budget change for \$20,000 from office supplies to postage to cover the additional cost of mailing new metal tags in 2014. The original budget did not include an increase for this additional postage expense. The Probate Office is requesting a budget increase of \$18,000 along with a \$2,000 budget realignment from mileage, and \$2186.00 from Printers, to restore these needed funds to our office supplies budget.

JUN 16 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 8

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas	6/11/14
			Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:		6-Jun-14
	Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	001-51300.211	59,999	22,186	82,185
Printers	001-51300.583	25,000	(2,186)	22,814
Travel mileage	001-51300.260	5,650	(2,000)	3,650
Fund Balance	001.35900		(18,000)	
TOTAL		90,649	0	90,649

JUSTIFICATION:

A budget change was approved in February moving \$20,000 from office supplies to postage to cover the increased cost of mailing new metal tags in 2014. This is a request to appropriate additional funds to restore the funds moved from office supplies to cover postage and to reclassify the remaining printer budget to purchase cartridges.

JUN 16 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Revenue Commissioner	REVIEWED:	S. Thomas	5/28/2014
DATE:	5/27/2014	Finance Director		Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
General Fund				
Office Supplies/Minor Equip	001-51500-211	24,950	(10,000)	14,950
Advertising	001-51500-253	13,000	4,000	17,000
Copy Machine Rental	001-51500-223	3,965	2,500	6,465
Postage	001-51500-252	74,150	3,500	77,650
Rev Comm Special				
Travel - Registration & Train	755-51500-265	3,250	2,600	5,850
Office Supplies/Minor Equip	755-51500-211	3,000	(2,600)	400
Manu Home Trust				
Travel - Registration & Train	781-51501-265	1,884	(79)	1,805
Salaries	781-51501-110	7,363	72	7,435
Social Security	781-51501-124	563	6	569
Workers Comp.	781-51501-125	74	1	75
TOTAL		132,199	0	132,199

JUSTIFICATION:

To move funds to pay for various overage amounts for registration & training , postage, interns, copy machine rental and advertising.

JUN 16 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II 

DATE: June 5, 2014

SUBJECT: Invitation to Bid No. 51100-14B-007,
Move District Attorney's Office from Annex I to 1 Dexter Plaza

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the low bid of Armstrong Relocation, for the amount of \$17,230.00, be placed on the agenda for the County Commission meeting on June 16, 2014. (copy of spread sheet attached)

Attachment

Purchasing Department

Montgomery County Commission

[illegible]

13 BIDS MAILED

10-2

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

JUN 16 2014

June 12, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims 
County Administrator

SUBJECT: Acceptance of Proposal from Environmental Materials Consultants, Inc.,
regarding Asbestos Survey and Lead Paint Testing at Greil Mansion

Director Aylia McKee with the Public Defender's Office inquired as to whether the County Commission had records concerning asbestos and lead paint at the Greil Mansion.

I checked our records and we do not have this type of report, but I would like to have Haynes Kelley with Environmental Materials Consultants, Inc., perform an asbestos survey and lead paint testing. Attached is a proposal regarding this matter. This is an expense that will be incurred by the County Commission and not the State of Alabama.

I request that the County Commission waive rules and approve this proposal and related budget of \$2,700.

DLM/tn

Attachment

June 6, 2014

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

Subject: Asbestos Survey and Lead Paint Testing
Greil Mansion
EMC Proposal No. MA-14-130

Dear Mr. Mims:

I am pleased to submit this proposal for performing an asbestos survey and lead paint testing at the Greil Mansion, located at 503 South Lawrence Street in Montgomery. This proposal presents my understanding of the proposed project, EMC's proposed scope of services, and costs for our work.

PROJECT INFORMATION

Renovations are proposed for the Greil Mansion so that it can house the Montgomery County Public Defenders office. Prior to commencement of renovation activities an asbestos survey and lead paint testing must be performed so that if asbestos-containing building materials or lead-based paints are present they can be properly addressed before and/or during the renovations.

PROPOSED SERVICES

I propose the following services to assist in evaluating the building for asbestos-containing building materials and lead-based paints.

- Perform a survey of the building to discover building materials that are considered suspect to contain asbestos. All survey work will be performed in general accordance with methods recommended by EPA.
- Collect samples of those suspect building materials. Our sampling procedures will generally follow those established by the Asbestos Hazard Emergency Response Act.
- Analyze the samples by polarized light microscopy (PLM) coupled with dispersion staining. This technique is the EPA's preferred method of identifying asbestos in building materials.
- Perform x-ray fluorescence testing of painted surfaces within the building to determine if there are significant quantities of lead-based paint.
- Prepare a brief report that presents our findings.

NOTES AND COMMENTS

I expect our on-site survey work will take one day and request that EMC's survey/testing team be allowed/provided access to all areas of the building.

Our survey/testing work will be limited to exposed materials. We will not perform demolition of walls, ceilings, floor coverings, ductwork, or insulations to observe, sample, or test underlying building materials. We will lift lay-in ceiling tiles occasionally to observe areas above, and where corners are accessible, we will attempt to identify and sample underlying flooring by lifting the carpet in one corner of each major room. Identification of suspect materials above ceiling tiles can be hindered by insulation, ductwork, piping and other mechanical components, and it is possible that suspect materials that are "hidden" behind mechanical/insulating components will not be identified. Identification of underlying flooring is difficult because it is frequently obscured by carpet adhesive. We will presume that the underlying flooring we note at the location we check is representative of the entire room.

We will not enter crawlspaces, vessels or other areas that we believe may meet OSHA's definition of a confined space. We will attempt to identify and sample any suspect materials in those areas from their openings. We will bring to the site our six-foot stepladder and our sixteen-foot extension ladder. Building areas that cannot be safely accessed with those ladders will not be included in the survey/testing work and identified suspect materials that cannot be safely sampled/tested from the floor or with those ladders will be assumed to contain asbestos, or be lead-based paint.

Collecting samples for asbestos analyses will require that EMC's survey personnel cut and remove small pieces of the suspect materials. We will not patch or repair our sampling locations.

There are decorative plaster moldings and medallions in many areas of the Greil Mansion. Those decorative plaster components might contain asbestos, but because collecting samples will require damaging those components, I have not included sampling/analyses of them in my proposed scope of work. If you want those components tested please indicate that in the special instructions section of the Proposal Acceptance Sheet. Also, please indicate if those components are intended to be disturbed by the proposed renovations, and we will attempt to collect samples at the locations where the components are intended to be disturbed.

Roofing materials often contain asbestos, however collecting samples of roofing materials can require cutting holes in the roof, which can cause leaks and void the roofing bond. No mention of re-roofing has been made, I have therefore not included roofing or roof-mounted materials within the proposed scope of work. Please advise me if roofing needs to be included and I will revise this proposal.

Studies have revealed that PLM may not be an appropriate method for identifying small asbestos fibers within vinyl floor tiles. For that reason floor tiles that are not shown to contain asbestos by PLM will also be analyzed by transmission electron microscopy (TEM), a method that will detect the smaller fibers.

Determination of whether a suspect material contains asbestos will generally be based on analyses of the minimum number of samples allowed by the EPA's AHERA regulations. Because of variations in the composition of some materials, and our inability to visually identify those variations, it is possible that not all asbestos-containing materials will be identified by our surveys.

The x-ray fluorescence (XRF) instrument that will be used for testing paints provides the approximate lead content of the paint to a depth of $\approx 3/8$ " at each tested location. I anticipate testing the paint at fifty to seventy-five locations, but the specific number of tests performed will depend on the findings. If the initial readings are generally consistent less testing may be performed.

The XRF instrument can only test relatively flat surfaces/components. Paints on components that cannot be tested with the XRF instrument will be presumed to lead-based paint. If needed, EMC can collect/analyze paint chip samples to determine the lead content of paints on those components. There will be additional costs for paint chip sampling/analyses.

All asbestos survey and sampling work will be performed by an accredited asbestos inspector, and all lead paint testing will be performed by an accredited lead paint inspector.

The fees quoted below are based on this proposal, and the associated acceptance sheet and terms and conditions, serving as the agreement between EMC and our client. If our client requires another form of agreement there may be additional fees associated with attorney review and negotiation of that agreement.

Unless documented otherwise, by directing EMC to proceed with the proposed scope of services our client accepts the terms and conditions that are set forth in this proposal, whether or not an executed copy of the Proposal Acceptance Sheet is returned to EMC.

FEES

Our fee for the survey/testing work will be \$1,758 plus \$15 for each sample analyzed for asbestos by PLM and \$85 for each sample analyzed for asbestos by TEM. Based on my pre-proposal observations I

anticipate analyzing about fifty samples by PLM and maybe one or two by TEM. I therefore suggest budgeting \$2,700 for the services I have proposed.

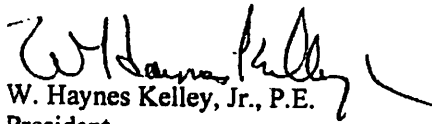
Our normal practice is to issue an invoice when our work is completed. Unless you specify otherwise, we will send one copy of each invoice.

AUTHORIZATION

I hope this proposal meets with your approval. In order that we may complete our contract, please sign and return a copy of the attached proposal acceptance sheet. This will give me formal authorization to perform the work along with proper invoicing instructions. Any special instructions should be noted on the acceptance sheet. Please note that the terms and conditions attached to this proposal are an integral part of our contract.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or comments about it.

Sincerely,
Environmental-Materials Consultants, Inc.


W. Haynes Kelley, Jr., P.E.
President

Enclosure

cc Mr. E. Griffin Harris, AIA

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Asbestos Survey and Lead Paint Testing

Project Name: Greil Mansion

Project Location: 503 South Lawrence Street, Montgomery, AL

Proposal No. and Date: MA-14-130 June 6, 2014

CLIENT:

Name: The Montgomery County Commission

Address: P. O. Box 1667

Montgomery, AL 36102-1667

Attention: Mr. Donald L. Mims, CPA, County Administrator

SPECIAL INSTRUCTIONS: _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____ 20____

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

TERMS AND CONDITIONS

SCOPE OF SERVICES. Environmental Materials Consultants, Inc., as an independent consultant and hereinafter referred to as ENGINEER, agrees to provide CLIENT for CLIENT's site benefit and exclusive use consulting services set forth in EAC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is otherwise or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, itemizing the cause of objection and pay the undisputed portion of the invoice. If CLIENT fails to do so, CLIENT shall be deemed to have accepted the invoice in full and the maximum percentage allowed by law, whether it is lower of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiting any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend all work under this AGREEMENT, and may proceed prior to recovery or issuing written notice of such termination, in addition to ENGINEER's reimbursable expenses and any shutdown costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include completion of analysis and records necessary to document ENGINEER's files and protect ENGINEER's professional reputation. ENGINEER may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause herefor, CLIENT shall, within thirty calendar days of termination, reimburse ENGINEER for services rendered and costs incurred, including termination and disposal of equipment and/or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT. However, ENGINEER assumes no responsibility of liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as instruments of service pursuant to this AGREEMENT, shall be ENGINEER's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or used by CLIENT for any purpose whatsoever, shall remain the property of ENGINEER and shall be used by CLIENT only as permitted by this AGREEMENT. CLIENT shall not be allowed to use any information furnished by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT. ENGINEER's work on another project without ENGINEER's permission. CLIENT shall to the maximum extent permitted by law save ENGINEER's materials from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced, distributed, whether by advertising or any other purpose, without ENGINEER's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability of any expense to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to a floor ENGINEER upon execution of this AGREEMENT of any hazardous substances or any constituents existing in, on or near the site. Prior to a potential disaster to liability, the environmental, or equivalent, shall agree to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER has not assumed control of or responsibility for, the site or the project in which it is

undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liability resulting from:

(a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein;

(d) Allegations that ENGINEER is a handler, generator, operator, transporter or owner, transporter or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that ENGINEER, in its professional opinion, justifies to protect the public health, environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF REUSE. CLIENT shall provide for ENGINEER's right to enter from time to time property owned by CLIENT and/or others in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage to the structure of which it is used, and that such damage may be repaired by CLIENT. CLIENT understands that the use of certain equipment or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures including, without limitation, pipes, tanks, telephone cables, etc., which are not called to ENGINEER's attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes the use of exploration equipment may require the use of heavy machinery and other equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to ENGINEER's work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any final report that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated or hazardous substances are detected, CLIENT shall be responsible for the disposal of these samples in accordance with applicable laws, regulations and procedures, that is, procedures which, at all times, meet the environmental standards

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ENGINEER is exposed, CLIENT agrees to waive any claim against ENGINEER, and to defend, indemnify and hold ENGINEER harmless from any claims or liability for injury or loss arising from ENGINEER's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's work does not include supervision of the contractor's work. The contractor should also be informed that neither the presence of ENGINEER field representative nor the observation and testing by ENGINEER shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for job or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance policies. In the event any third party brings a claim against ENGINEER, ENGINEER agrees to defend, indemnify and hold CLIENT harmless from any and all claims or liabilities, including reasonable attorneys' fees, incurred by ENGINEER, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, unavailability of the property or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest thereon. Further, CLIENT, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which ENGINEER may be liable in any such suit and will bear and pay litigation expenses CLIENT incurs in providing a reasonable and professional defense which will be provided by CLIENT according to prevailing local standards. CLIENT will have the right to investigate, negotiate and settle, with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission or negligent act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then, CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including without limitation, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim when any judgment obtained by it is for a sum of money less than the maximum sum offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility of liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTRODUCTION. This AGREEMENT constitutes a final and complete resolution of understandings between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and agreed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, as required by the Uniform Commercial Code and remedies in contract breach of any other claims related to this AGREEMENT.

Tammy Nix

From: PH&J Architects <phjarch@bellsouth.net>
Sent: Tuesday, June 10, 2014 12:33 PM
To: Donald Mims
Subject: Re: Greil Mansion, Asbestos Survey & Lead Paint Testing

Donnie,

Haynes Kelley's proposal looks ok to me. Please transmit the following comments along with your acceptance letter in answer to some assumptions made in the proposal.

- The decorative plaster moldings will not be disturbed; however, some plaster wall surfacing may require removal for installation of electrical work. We do not know where at this time.
- There is no work planned for the roof as it was replaced a few years ago.
- Be sure to take paint samples on the front columns as they will be stripped in the project.
- The exterior metal railings and handrails will be surface sanded and recoated.

Griff Harris

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

From: Donald Mims
To: PH&J Architects
Cc: Scott Kramer ; Donald Mims
Sent: Friday, June 06, 2014 11:03 PM
Subject: Fwd: Greil Mansion, Asbestos Survey & Lead Paint Testing

Griffin,

Please review and advise if you are ok with the proposal. Respond by email. Also, please call me 850-9131.

Sent from my iPhone

Begin forwarded message:

From: "Haynes Kelley" <hkelley@emcinc.net>
To: "Donald Mims" <DonaldMims@mc-ala.org>
Cc: "PH&J Architects AIA" <phjarch@bellsouth.net>, "Tammy Nix" <TammyNix@mc-ala.org>
Subject: Greil Mansion, Asbestos Survey & Lead Paint Testing

Donnie,

Griffin Harris asked that I prepare the attached proposal for you. Please call or email if you or Grif have questions/comments about it.

Haynes

W. Haynes Kelley, Jr., P.E.

Environmental-Materials Consultants, Inc.
334-265-4000 (v)
334-265-4043 (f)
hkelley@emcinc.net

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you received this transmission in error please do not read or distribute it. Instead, please notify me immediately by return e-mail and promptly delete this message and its attachments from your computer system.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda

JUN 16 2014

MEMORANDUM

TO: Montgomery County Commission
THRU: Donnie Mims
FROM: Steven L. Reed, Probate Judge
SUBJECT: Reinstatement to Previous Position
DATE: Jun 10, 2014

I request approval of the Position Fill Request to reinstate Mildred Potts to her previous position as Assistant Tag and License Supervisor.

According to City and County of Montgomery Personnel Board Rules and Regulations, Rule VII, Section 12, all "...promotional appointments are for a probationary period of six (6) months, which period may not be extended beyond six (6) months...At any time during the probationary period, an appointing authority may reject the probationary employee." Section 12 further states that if an employee promoted to a higher class is removed prior to the expiration of the probationary period, "...the employee shall be reinstated to the previous position..."

Ms. Potts was given a probationary position in another department. Ultimately, she was unable to complete the probationary period. In accordance with Section 12, she must be allowed to return to her previous position.

Thank you for your favorable consideration of this request.

POSITION FILL REQUEST

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven Reed

SUPERVISOR: Malcolm Richard

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

1. Position Title Asst. Tag & License Supervisor

Position Number 750053012

Proposed Effective Date June 9, 2014

Type of Appointment (☒) Permanent () Temporary

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

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

 Date June 8, 2014
Department Head

2. Administrative Review
() Approved
() Disapproved

Funding Authority

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

Personnel Director Date _____

4. Selectee: Mildred Potts
 Date 6-6-14
Appointing Authority

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

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

Agenda

JUN 16 2014

June 5, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
6/5/2014

SUBJECT: Position Fill for Traffic Control Technician I

It is requested that we be permitted to fill a currently vacant Traffic Control Technician I position at our Sign Shop on Terminal Road. This position had been temporarily been filled with an employee "on loan" from our District II maintenance facility; however, due the workload and manpower shortages at both District II and the Sign Shop it has become essential that we fill permanently fill this position.

This position is part of a 3 person work crew that is responsible for traffic striping, road signage, traffic control for construction work zones, traffic control for emergency situations, and periodically assisting district maintenance personnel with flagging for road repair work. Our traffic striping truck requires at least 3 individuals for its operation; therefore, we are now at a severe handicap with the current vacancy on this work crew.

Forwarded herewith is the position fill request form pertaining to this Traffic Control Technician I vacancy for placement on the nearest possible Montgomery County Commission meeting agenda. Thank you for your assistance with this matter.

GCS/gcs

Attachment

cc: File

IN HOUSE PROMOTION
DO NOT PROCESS WITH
PERSONNEL DEPARTMENT

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James M. Kelley, Assistant County Engineer

1. 6/4/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Traffic Control Technician I (0572)

POSITION NUMBER 640572015

PROPOSED EFFECTIVE DATE July 7, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

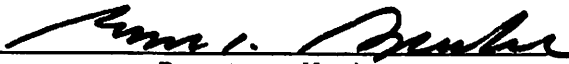
(X) PROMOTION REGISTER
(Department Only)

() TRANSFER

() OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of
Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

 DATE June 4, 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 _____