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 1, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Minutes for April 21, 2014 Commission Meeting

I am in the process of finalizing the minutes for the April 21, 2014 County Commission Meeting and will have them delivered to you Friday afternoon, May 2, 2014.

DLM/tn

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 1, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Information pertaining to the May 5, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, May 5, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

1-1 County Commission Information Session Schedule for May 5, 2014

Waived Rules Items to Consider for May 5, 2014

2-1 Consider Budget Change Request Number 1, Public Affairs

3-1 Consider Resolution Proclaiming May 4-10, 2014, as "National Correctional Officers and Employees Week", Sheriff's Office

4-1 Consider Resolution Reaffirming the policy that all allowances and amounts received for feeding prisoners shall be collected and paid into the General Fund of the County and Acknowledging that the County Commission, and not the Sheriff, is financially responsible for feeding Detention Facility inmates through the Montgomery County General Fund, County Commission

5-1 Consider Grant Application and Related Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2014, Sheriff's Office

6-1 Consider Relocation of the Polling Place for Precinct 511 from Lakeview Baptist Church to Arrowhead Country Club and Related Agreement, County Commission

7-1 Consider Resolution regarding The Montgomery County Public Building Authority Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014, County Commission

8-1 Consider Amendment Number 1 to Contract Number 51988-13B-032 with Chappy's Deli regarding Catering of Food Trays, County Commission

Items to Consider for May 19, 2014 Agenda

9-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 1AMS (FY2011), Sheriff's Office

10-1 Consider Contract for Professional Services with Dominion Legacy, Inc., regarding the 2013 Tax Sale, Revenue Commissioner's Office

11-1 Consider Resolution Approving the 2014 "Back-to-School" Sales Tax Holiday, County Commission

12-1 Consider Amendment Number 3 to Contract Number 51901-12B-010 with Filter Services of Alabama for Air Filters and Service, Support Services

13-1 Consider Amendment Number 1 to Contract Number 52200-13B-007 with CLS Service regarding Inmate Laundry Service, Detention Facility

Personnel Actions

14-1 **New Request:** Copy of Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 116, Sheriff's Office

15-1 Copy of Memorandum from Executive Director Paul Brown requesting a One Step Irregular Pay Increase for Community Corrections Officer from Pay Grade A06, Step 2 to Pay Grade A06, Step 3

16-1 Copy of Memorandum from Executive Director Paul Brown requesting a One Step Irregular Pay Increase for Community Corrections Officer from Pay Grade A06, Step 4 to Pay Grade A06, Step 5

17-1 **New Request:** Copy of Position Fill Request for Community Corrections Officer, Position Number 300359005, Community Corrections

General Information

18-1 Copy of County Government Bond Financing Review Form

19-1 Copy of Letter from Patrick Addison with PH&J Architects, Inc., regarding Renovations to the Griel Mansion for the Montgomery County Public Defender's Office

20-1 Copies of Revenue Reports for April 2014 from Tax and Audit Department

21-1 Copy of Letter from Executive Director of Operations Alice T. Williams with The Samaritan Counseling Center, Inc., regarding funding for the program

22-1 Copy of Letter from Randall W. Stephenson with the Alabama National Fair requesting to meet with the Commission regarding 2014 Funding

23-1 Copy of Schedule of Upcoming Bids/Contract Renewals

24-1 Copies of Detailed Accounts Payables, paid 4/18/14, 4/25/14 and 5/2/14, subject to the County Commission approval

Additional Information – No Attachments

In 2012 and 2013, the Commission approved Budget Changes in the amount of $35,000 each to the Montgomery Area Chamber of Commerce to provide funding for tourism development regarding the **Buckmasters Expo**.

The following employee has submitted a Notice of Application for Retirement Allowance:

- Rick Johnson, Juvenile Detention Officer, Youth Facility, **(29 years 11 months)**, effective June 1, 2014

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
MAY 5, 2014

8:00 a.m.	Prayer led by Commissioner Williams
8:05 a.m.	Administrator's Briefing regarding the Agenda and Scheduled Attendees
8:15 a.m.	Sheriff D.T. Marshall – Presentation regarding Resolution Proclaiming May 4-10, 2014, as "National Correctional Officers and Employees Week", Resolution regarding Food Service Allowance for Feeding Prisoners, and Grant Application and Related Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for FY2014 **(Waived Rules Items 3-1 through 5-1)**, Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 1AMS (FY2011) **(Future Agenda Item 9-1)** and Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff **(Personnel Actions Item 14-1)**
8:30 a.m.	Probate Judge Steven L. Reed and Director of Elections Daniel Baxter – Presentation regarding Relocation of Polling Place **(Waives Rules Item 6-1)**
8:45 a.m.	County Engineer George C. Speake – Briefing regarding Engineering Operations
9:00 a.m.	Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operation
9:10 a.m.	Managing Director Mike Dunn with Merchant Capital and Attorney Clinton Graves with Gilpin Givhan, PC – Presentation regarding Resolution concerning The Montgomery County Public Building Authority Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014 **(Waived Rules Item 7-1)** and County Government Bond Financing Review Form **(Information Item 18-1)**
9:30 a.m.	Formal Session of County Commission
10:00 a.m.	Executive Director Paul Brown with Community Corrections – Presentation regarding Irregular Pay Increase for Community Corrections Officer from Pay Grade A06, Step 2 to Pay Grade A06, Step 3, Irregular Pay Increase for Community Corrections Officer from Pay Grade A06, Step 4 to Pay Grade A06, Step 5 and Position Fill Request for Community Corrections Officer **(Personnel Action Items 15-1 through 17-1)**
10:15 a.m.	Director Aylia McKee with Public Defender's Office and Griffin Harris with PH&J Architecture, Inc. – Presentation regarding Griel Mansion and Lease **(Information Item 19-1)**
10:30 a.m.	Revenue Commissioner Janet Buskey – Presentation regarding Contract for Professional Services with Dominion Legacy, Inc. **(Future Agenda Item 10-1)**
10:45 a.m.	Revenue Manager Terri Henderson – Presentation regarding 2014 "Back-to-School" Sales Tax Holiday **(Future Agenda Item 11-1)** and Revenue Reports for April 2014 **(Information Item 20-1)**

11:00 a.m.	Christy Holding with The Samaritan Counseling Center – Presentation regarding the Program **(Information Item 21-1)**
11:15 a.m.	Adjourn
11:30 a.m.	Managing Director Mike Dunn with Merchant Capital – Closing regarding The Montgomery County Public Building Authority Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2014 **(Chairman Dean and Administrator Mims will sign documents)**

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

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

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

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

2-1

D.T. MARSHALL, SHERIFF

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

May 21, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall DTM Montgomery County Sheriff's Office
SUBJECT	:	National Correctional Officers and Employees Week May 4 – 10, 2014

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

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

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

DTM/tb

D.T. MARSHALL, SHERIFF

MAC SIM BUTLER DETENTION FACILITY
OFFICE: (334) 832-1386
FAX: (334) 265-0990

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

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

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

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

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

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

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

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

3-2

Montgomery County Commission

A County Older Than The State

Established 1816
Montgomery, Alabama

Resolution

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

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

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

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

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

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

4-1

D.T. MARSHALL, SHERIFF

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

April 23, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall Montgomery County Sheriff's Office
SUBJECT	:	Request from Kim Butterbaugh Staff Accountant State Comptroller's Office Food Service Allowance for Inmates

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

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

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

DTM/tb

MEMORANDUM

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

To: Sheriff Marshall

From: Colonel Robinson

Re: Food Service Allowance

Date: March 31, 2014

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

Please advise how to proceed.

Attachment

Corlis Miles

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

Hi Corlis,

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

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

Section 36-22-17

Disposition of fees, commissions, etc.

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

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

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

Thanks for your help.

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

4-4

STATE OF ALABAMA
DEPARTMENT OF FINANCE
OFFICE OF THE STATE COMPTROLLER
RSA UNION
100 North Union Street, Suite 220
Montgomery, Alabama 36130-2602
Telephone (334) 242-7050
FAX (334) 242-2440

BOB RILEY
Governor

JAMES ALLEN MAIN
Director of Finance

ROBERT L. CHILDREE
State Comptroller

May 1, 2008

MEMORANDUM:

TO: Sheriff

FROM: Robert L. Childree, State Comptroller

RE: Food Service Allowance

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

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

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

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

RLC/jfk

4-5

D.T. MARSHALL, SHERIFF

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

April 30, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall Montgomery County Sheriff's Office
SUBJECT	:	2014 Edward Byrne Memorial Justice Assistance Grant

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

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

DTM/tb

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Elton N. Dean, Sr., Chairman

From: Steven L Reed, Probate Judge Montgomery County

Date: 5/1/14

Re: Arrowhead Country Club – Polling Precinct 511

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

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

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

Thank you for your consideration.

Steven L. Reed
Probate Judge

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

6-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

April 28, 2014

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

Dear Mr. Cargill:

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

The following understanding applies:

Arrowhead Country Club will:

a. Make their facility available for voting for Precinct 511 for City, County, State, and National elections.

b. Allow election officials access to the building before Election Day to set up for the election.

c. Allow election officials early access to the building on Election Day to prepare for the election which occurs from 7:00 a.m., to 7:00 p.m.

Montgomery County will:

a. Notify the voting location of the scheduled election days for each election year. All elections will be held on a Tuesday.

b. Deliver voting machines to the facility on Thursday, Friday, or Monday prior to each election and remove them within two (2) days after each election.

c. The County will be responsible for conducting and managing all activities associated with the elections and election officials will exercise diligent care to protect voting location property. The County will be responsible for reimbursing

6-2

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

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

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

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

Thank you for your help and support of community affairs.

Sincerely,

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

ED/db

cc: Hon. Steven L. Reed
Probate Judge

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

By: ______________ of the Arrowhead Country Club
Signature

As its: General Manager

Dated: 04/29/2014

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

May 1, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

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

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

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

DLM/tn

Attachment

7-1

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

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

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

* * * *

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

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

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

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

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

c. in order to finance the costs of acquiring, constructing and equipping the Original Project, the Authority has heretofore issued and sold its Revenue Warrants (Montgomery County Facilities Project), Series 2006, dated August 1,

7-2

2006 (the "Series 2006 Warrants"), originally issued in the aggregate principal amount of $73,280,000 and now outstanding in the aggregate principal amount of $58,940,000;

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

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

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

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

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

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

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

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

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

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

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

Section 4. The Chairman of the Commission is herby authorized and directed to execute and deliver, for and on behalf of the County, an Official Statement (the "Official Statement"), with respect to the Series 2014 Warrants, said Official Statement to be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of said meeting as Exhibit "D" and which is hereby adopted in all respects as if the same were set out in full herein), with such changes as the said Chairman shall determine to be necessary or desirable in order to describe accurately the Series 2014 Warrants and all other aspects of the transactions authorized by this resolution, the determination by the said Chairman of any changes to the Official Statement to be conclusively established by his execution thereof. The use of the Official Statement by the Authority and the Underwriters in connection with the offering and sale of the Series 2014 Warrants is hereby authorized and approved.

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

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

YEAS: **NAYS**:

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

*   *   *   *

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

____
Chairman of the Montgomery County Commission

____
Clerk of the Montgomery County Commission

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

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

[SEAL]

Clerk of the
MONTGOMERY COUNTY COMMISSION

Tammy Nix

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

Donnie,

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

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

GILPIN | GIVHAN

7-8

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: May 1, 2014

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

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

Your help with this is most appreciated.

Attachment

8-1

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

AMENDMENT
TO
CONTRACT NO. 51988-13B-032

Amendment No. 1 | Date: May 5, 2014

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

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

-All prices are hereby increased by 5%.

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

Witness: Chappy's Deli

_______________ BY: _______________

Title: _______________

Witness: Montgomery County Commission

_______________ BY: _______________

Title: _______________

8-2

D.T. MARSHALL, SHERIFF

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

April 25, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Chief Deputy Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant Grant #1AMS

Please place Grant #1AMS on the County Agenda for approval. Upon approval by the Commission, please have Mr. Dean sign this grant.

If you would have your personnel call my office, I will send someone to pick up the signed grant. Your assistance in this matter will be appreciated.

DC/tb

9-1

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">1. Grantee Name & Address:
Montgomery County Sheriff's Department
115 S. Perry St.
Montgomery, AL 36104-4243</td><td colspan="2">2. Issuing Office & Address:
Alabama Department of Homeland Security
P.O. Box 304115
Montgomery, AL 36130-4115</td></tr>
<tr><td>3. FY
2011</td><td>4. Amount of:
Federal: $100,000.00
Total: $100,000.00</td><td>5. Effective Dates
Begin:4/1/2014
End: 6/1/2014</td><td>6. Grant Number:
1AMS</td></tr>
</table>

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2011 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations: The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

2. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

Initial Here D. C.

9-2

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, grant award documents, etc.

13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

Initial Here D.C

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.

b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

15. Performance: This grant may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.

16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by ALEA.

Initial Here D.C.
9-4

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.

26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

Initial Here D.C

9-5

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

Initial Here D.C

9-6

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.

b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
- Promote sub-State regional coordination of mutual aid with neighboring localities
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
- Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

Initial Here D.C.
9-7

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY11 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY11 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.

36. Special Instructions: This grant is for an Interoperable Communications upgrade for Montgomery County.

Initial Here D.C.

9-8

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:	Derrick Cunningham
Title:	Chief Deputy
Agency Address:	115 South Perry St Montg, AL 36104
Phone Number:	(334) 832-1646
Fax Number:	(334) 832-7113
Mobile Number:	(334) 850-1329
E-Mail Address:	DerrickCunningham@mc-ala.org
Signature:	Date: 4/25/2014

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:

NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier	
Title: Secretary, Alabama Law Enforcement Agency	
Signature:	Date: 4/21/2014

Initial Here D.C

9-9

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Initial Here D.C
9-10

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

(2) Establishing an on-going drug-free awareness program to inform employees about --
  (a) The dangers of drug abuse in the workplace;
  (b) The grantee's policy of maintaining a drug-free workplace;
  (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

  (a) Abide by the terms of the statement; and
  (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

  (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here D.C
9-11

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending	

2. Audit will be submitted to ALEA Accounting Office by:	
	(Date)

NOTE: The audit or written certification must be submitted to ALEA, ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

Initial Here D.C
9-12

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

April 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner JJB

CC: Donnie Mims, County Administrator

RE: CONTRACT APPROVAL – 2013 TY TAX SALE

Attached please see the proposed contract for professional services for Gary Boyd of Dominion Legacy, Inc. to provide the following services (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The contract has been included in the approved 2014 FY budget.

As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Legacy, Inc.**, for professional services to be rendered by Dominion Legacy, Inc. for the event of the 2013 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 4, 2014.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Legacy, Inc. for these services will consist of fees, travel and food/lodging as described below:

FEES: $3.50 per parcel for each parcel offered at the tax sale. Fees will not be less than $2,450.00 (equivalent to 700 parcels) or greater than $3,500.00 (equivalent to 1,000 parcels). **NOTE: If the number of parcels offered at tax sale exceeds 1,000, fees will be capped at $3,500.00. Travel and Food/Lodging will not be affected by the fee cap.** Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .56 per mile not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: $200.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

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

(Page 2 is signature page)

10-2

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr. — Date
Chairman
Montgomery County Commission

Gary W. Boyd, Director — Date
Dominion Legacy, Inc.

10-3

Gary W. Boyd

Biographical Information

Professional Experience:

1984 to 2009 (25 years) – Served in four different positions with the Jefferson County Tax Collector's Office, Birmingham, Alabama. This period spanned part of the terms of three different Tax Collectors.

Ultimately responsible for the Land Redemptions area of the Tax Collector's Office. Also responsible for planning and conducting the annual tax sale (3,000 to 5,000 items annually).

Retired from Jefferson County Tax Collector in June 2009 to start **Alabama Tax Properties** (Dominion Legacy, Inc.). This business offers the following services:

Governmental consulting
Tax certificate and tax deed management
Contract investor representation
Property transition management
General property tax consulting

Education:

Graduate of Samford University in Birmingham, Alabama in May, 1983 with a B. S. in Business Administration.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: April 28, 2014

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager Terri A. Henderson 04/28/2014

RE: **2014 "Back-to-School" Sales Tax Holiday, August 1-3, 2014**

Please see notice attached from the State of Alabama Department of Revenue ("ADOR") specific to the 2014 "Back-to-School" Sales Tax Holiday. If we are going to participate again this year, I would respectfully request that this topic be discussed during the next Informal Session of the Montgomery County Commission Meeting. Please note the draft resolution attached has been prepared in anticipation that this item will be included on the formal agenda for the Montgomery County Commission meeting on May 19, 2014.

Please note that written notification of our participation and a certified copy of our resolution will be due back to the ADOR before the July 1, 2014 deadline. Thank you in advance for your assistance with this matter.

tah/attachments

RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S PARTICIPATION IN THE "SALES TAX HOLIDAY" IN AUGUST 2014, AS AUTHORIZED BY ACT NO. 2006-574

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, *Code of Alabama 1975, § 11-51-210(e)* requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the first full weekend of August 2014 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*;

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on Friday, August 1, 2014 and ending at twelve midnight on Sunday, August 3, 2014.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the May 19, 2014 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e).*

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 19th day of May, 2014.

I hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of May, 2014.

____

Elton N. Dean, Sr.
Chairman

11-2

Terri Henderson

From: Robbins, Wanda [Wanda.Robbins@revenue.alabama.gov]
Sent: Friday, April 25, 2014 3:26 PM
To: Terri Henderson
Subject: IMPORTANT - 2014 Back-To-School Sales Tax Holiday

IMPORTANT ***RESPONSE REQUIRED*** **IMPORTANT**

2014 "Back-to-School" Sales Tax Holiday
August 1-3, 2014

Deadline to notify ADOR: July 1, 2014

The 2014 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, August 1, 2014, and ends at twelve midnight on Sunday, August 3, 2014. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 1, 2014. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: **www.revenue.alabama.gov/salestax/SalesTaxHol.cfm**. Notification of participation in the sales tax holiday may not be included in the published list if received after July 1, 2014.

Your taxpayers need to know whether or not your locality will participate in the 2014 "Back-to-School" Sales Tax Holiday.

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

RESPONSE REQUIRED:

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? It is important that you inform us of that fact, as well.

Taxpayers and retailers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: **334-353-7666**

MAIL: **ALABAMA DEPARTMENT OF REVENUE**
ATTN: Wanda Robbins
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: **wanda.robbins@revenue.alabama.gov**

QUESTIONS: **334-353-8044**

11-3

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: April 30, 2014

RE: Contract 51901-12B-010
Air Filters and Service

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

This will allow for the contract to be extended for one (1) year, beginning July 1, 2014 and ending June 30, 2015

All pricing will be increased by 5% in accordance with the contract. All other provisions of the contract shall remain the same.

If further information is needed, please let me know.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 51901-12B-010

Amendment No. 3 Date: July 1, 2014

Contract No. 51901-12B-010, Air Filters and Service for Montgomery County, is hereby amended as follows:

-Contract is extended for an additional one (1) year period, beginning July 1, 2014 and ending June 30, 2015.

-All prices are hereby increased by 5%.

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

Witness: Filter Services of Alabama

______________________________ BY: ______________________________

Title: ______________________________

Witness: Montgomery County Commission

______________________________ BY: ______________________________

Title: ______________________________

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

AMENDMENT
TO
CONTRACT NO. 51901-12B-010

Amendment No. 3 Date: July 1, 2014

Contract No. 51901-12B-010, Air Filters and Service for Montgomery County, is hereby amended as follows:

-Contract is extended for an additional one (1) year period, beginning July 1, 2014 and ending June 30, 2015.

-All prices are hereby increased by 5%.

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

Witness: Filter Services of Alabama

_______________________ BY: _______________________

Title: _______________________

Witness: Montgomery County Commission

_______________________ BY: _______________________

Title: _______________________

12-3

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: April 30, 2014

RE: Contract No. 52200-13B-007
Inmate Laundry Service

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

This will allow for the contract to be extended for one (1) year, beginning June 1, 2014 and ending May 31, 2015

All pricing will be increased by 3.5% in accordance with the contract. All other provisions of the contract shall remain the same.

If further information is needed, please let me know.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 52200-13B-007

Amendment No. 1

Date: June 1, 2014

Contract No. 52200-13B-007, Inmate Laundry Service for Montgomery County Detention Facility is hereby amended as follows:

Contract is extended for a one (1) year period with the option to renew for an additional one (1) year, beginning June 1, 2014 and ending May 31, 2015. A price escalation may be allowed but shall not exceed 3.5% per year.

All other provisions of the contract shall remain the same.

Witness:

CLS Service

____

BY: __________________________

Title: __________________________

Witness:

Montgomery County Commission

____

BY: __________________________

Title: __________________________

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title: Deputy Sheriff / Deputy Sheriff Trainee

   Position Number: 116

   Proposed Effective Date: May 12, 2014

   Type of Appointment: (X) Permanent ( ) Temporary

   Recruiting
   - ( ) Promotional Register
   - (X) Open Competitive Register
   - ( ) Transfer
   - ( ) Reemployment

   Pay Grade: Deputy Sheriff Trainee - $30,590 PST
   Deputy Sheriff - $31,709 - $45,139 Grade PS1

   D T Marshall
   Department Head
   MWCL

   Date April 25, 2015

---

2. Administrative Review
   - ( ) Approved
   - ( ) Disapproved

   ____
   Funding Authority

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

   ______________________________ Date ________
   Personnel Director

4. Selectee: ______________________________

   ______________________________ Date ________
   Appointing Authority

5. ( ) Manpower data entered by ______________________ Date ________
   ( ) Payroll entered by ______________________ Date ________

14-1

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

April 28, 2014

TO: Montgomery County Commission
CC: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Request for Irregular Step Increase for Community Corrections Officer

Dear Commissioners:

I am requesting the opportunity to brief the Commission on a proposed future agenda item concerning my recommendation for an irregular merit increase for a Community Corrections Officer. I am requesting the irregular merit increase for Community Corrections Officer, Kimberley Long, from A06, Step 2 to A06 Step 3. This proposed increase would fall within the current personnel budget of Community Corrections and would not necessitate a budget increase.

Mrs. Long was hired on October 1st, 2012 as a Community Corrections Officer. During this time Mrs. Long has assumed the equivalent of two caseloads and services two Circuit Courts. This officer has been called on to manage a significantly increasing caseload while also assisting with reviewing the extensive Department of Corrections Inmate Eligibility list from which the Community Corrections Department derives about 25% of its reimbursement revenue.

Mrs. Long came to us with a Master's degree and a significant amount of practical case management experience which she has aptly applied with professionalism and with due regard for our overarching concern for the protection of public safety. Mrs. Long has demonstrated and applies skills and abilities far above what would be expected of a fledgling Corrections Case Manager and I count her as among the best Case Managers I have encountered in my career. Mrs. Long has indicated an interest in continuing with Case Management and supervision of offenders as a career. It is my recommendation that Mrs. Long's education, experience, hard work and devotion to the mission of Community Corrections be compensated with an irregular step increase.

Respectfully submitted,

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

15-1

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

April 28, 2014

TO: Montgomery County Commission
CC: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Request for Irregular Step Increase for Community Corrections Officer

Dear Commissioners:

I am requesting the opportunity to brief the Commission on a proposed future agenda item concerning my recommendation for an irregular merit increase for a Community Corrections Officer. I am requesting the irregular merit increase for Community Corrections Officer, Tracy Pezold, from A06, Step 4 to A06 Step 5. This proposed increase would fall within the current personnel budget of Community Corrections and would not necessitate a budget increase.

Mrs. Pezold was hired in April of 2009 as a Community Corrections Probation Officer and came to us with a Bachelor's Degree in Sociology and over five years' experience as a Probation/Parole Officer for the State of Missouri. Since her hire in 2009, Mrs. Pezold has been transferred from the misdemeanor District Court caseloads to the Circuit Court Felony caseloads and was specifically requested by Presiding Judge, Charles Price, to service his Criminal Docket. Mrs. Pezold manages the equivalent of two caseloads and services two Circuit Courts. This officer has been called on to manage a significantly increasing caseload while also taking a lead role in reviewing the extensive monthly Department of Corrections Inmate Eligibility list from which the Community Corrections Department derives about 25% of its reimbursement revenue.

Mrs. Pezold has unselfishly taken on additional duties on her own initiative and now operates the Community Corrections drug screening lab on a regular basis in addition to her other assigned duties. Mrs. Pezold's annual evaluations have consistently been rated in the Good-Excellent range which indicates her performance is significantly above that of an average Case Manager. Mrs. Pezold has indicated an interest in continuing with Case Management and supervision of offenders for the foreseeable future and has aspirations to become a Case Management Supervisor. It is my recommendation that Mrs. Pezold's education, experience, hard work and devotion to the mission of Community Corrections be compensated with an irregular step increase.

Respectfully submitted,

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY

301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

April 28, 2014

TO: Montgomery County Commission
CC: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Request to Fill Staff Vacancy for 1 Community Corrections Officer

Dear Commissioners:

Please find attached a Position Fill Request to fill a position vacated by the resignation of Community Corrections Officer, Caryn White. With the advice and consent of MCCPCA Board Chair, Frank Brown, I am requesting to brief the Commission on the need to fill the vacancy created by this resignation. This position is fully funded in this fiscal year's personnel budget and would not require a change or increase in the Community Corrections budget.

This requested position is considered critical to maintain operational efficiency in the Jail and Prison Diversion Caseloads and to maintain a Staff to offender ratio that allows for our felony jail/prison Case Managers to adequately meet the Alabama Department of Corrections minimum standards and to safeguard public safety. The requested position is necessary for the Community Corrections Department to meet the requisite objectives in our current FY13-14, contract for services between the MCCPCA Board and the Alabama Department of Corrections – Division of Community Corrections. The Community Corrections Department is expected to receive in excess of $330,000 reimbursement from the State of Alabama Department of Corrections for the offender supervision services provided by this position and up to three other specifically designated Community Corrections Officers.

Respectfully submitted,

Paul H. Brown

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Paul H. Brown**

1. POSITION TITLE: **Community Corrections Officer**

POSITION NUMBER: **300359005**

PROPOSED EFFECTIVE DATE: **June 2, 2014**

TYPE OF APPOINTMENT **(XX) Permanent** () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(XX) OPEN COMPETITIVE REGISTEF () REEMPLOYMENT

PAY GRADE: **A06-1** **$34,563**

Paul H Brown
Department Head

4/28/2014
Date

2. ADMINISTRATIVE REVIEW
( ) APPROVED
( ) DISAPPROVED

____
Funding Authority

3. CERTIFICATION

Promotional	________	Candidates
Open-Competitive	________	Candidates
Transfer	________	Candidates

______________________ Personnel Director ________ Date

4. SELECTEE: ______________________

______________________ Appointing Authority ________ Date

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

17-2

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	Yes	No	N/A
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	X		
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.			X
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.			X
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.	X		
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	X		
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.	X		
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.	X		
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	X		
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.	X		

18-1

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

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

Complete the following section in connection with a swap agreement:

12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, *Code of Alabama 1975*.			
13. The County Commission has reviewed or had explained by the adviser selected all documentation provided pertaining to the swap agreement.			
14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County.			

Name of Employee/Official ______________________

15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient.			
16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk."			

18-2

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 Montgomery County Commission

Date of Issuance of Bonds or Swap Agreement May , 2014

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

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

Signature ______________________

Printed Name Clinton D. Graves

Title Bond Counsel

Company Name Gilpin Givhan, PC

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts <u>within 10 business days of the issuance</u> 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

18-3

Detailed Itemization of Costs and Fees

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

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

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

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

Detailed Itemization of Costs and Fees (continued)

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

Commission

Signature ______________________________

Printed Name Elton N. Dean, Sr.

Title/County Chairman of Montgomery County Commission

Date of Issuance of Bonds May , 2014

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

Bond Underwriter:

Signature ______________________________

Printed Name Mike Dunn

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

18-5

Swap Agreement – Statement from Authorized Signatory

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

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

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

Bond Underwriter/Swap Agreement Provider:

Signature ____

Printed Name ____

Title ____

Company Name ____

18-6

PH&J architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA
J. Roland Pond, AIA
Renis O. Jones, III, AIA
E. Griffin Harris, AIA
Patrick T. Addison, AIA

Thursday, May 01, 2014

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Renovations to the Griel Mansion for the Montgomery County Public Defenders
PH&J Project # 1208-GVG

Dear Donnie,

As requested by you, we propose to provide architectural service to Montgomery County for the Renovations of the Griel Mansion for the Montgomery County Public Defenders.

We propose to work with the County under our existing April 17, 2012 agreement at an percent fee.

Sincerely,

Patrick T. Addison, AIA

Cc: Griff Harris, Chevette Culver, File

Tammy Nix

From: PH&J Architects <phjarch@bellsouth.net>
Sent: Thursday, May 01, 2014 11:52 AM
To: Donald Mims
Cc: Tammy Nix
Subject: Letter for Montgomery County Public Defenders - Kick-off Letter
Attachments: MONTG CO. PUBLIC DEFENDERS LET.pdf

As requested.

Thank-you, Patrick Addison

PH&J Architects, Inc
807 S McDonough Street (36104)
PO Box 215 (36101)
Montgomery, AL
Phone 334-265-8781
Fax 334-265-9208

19-2

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 (Better Presentation For Comparison To City Collections)

Month Taxes Deposited	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	FY 14 Compared to FY 13 Difference	%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	$3,253,940.96	$3,105,048.69	148,892	4.80%	$3,079,066.03	$3,087,512.76	$2,899,346.96	$3,191,706.22	$3,386,151.28	$3,516,666.11	$3,410,352.42	$3,195,825.00	$2,960,165.00
NOVEMBER	$3,227,375.17	$3,134,538.46	92,837	2.96%	$2,992,828.13	$2,940,315.26	$2,835,012.76	$3,056,325.46	$3,359,061.41	$3,354,320.41	$3,327,562.76	$3,132,900.48	$2,836,529.00
DECEMBER	$3,291,226.12	$3,263,054.64	28,171	0.86%	$3,117,297.29	$2,981,340.87	$2,918,331.65	$2,990,679.76	$3,447,637.03	$3,316,241.33	$3,298,106.45	$3,228,009.00	$3,030,907.00
JANUARY	$3,858,396.45	$3,919,183.42	(60,787)	-1.55%	$3,914,302.68	$3,853,758.63	$3,697,271.38	$3,948,060.22	$4,235,610.44	$4,471,028.60	$4,340,309.52	$4,249,424.86	$3,790,765.00
FEBRUARY	$2,918,926.11	$3,014,487.73	(95,562)	-3.17%	$2,956,361.26	$2,856,026.68	$2,840,648.74	$2,972,561.06	$3,153,391.51	$3,379,040.47	$3,295,713.91	$3,064,230.18	$2,926,065.00
MARCH	$3,399,717.29	$3,094,307.58	305,410	9.87%	$3,220,435.70	$3,071,047.18	$3,043,633.87	$3,003,250.85	$3,277,803.53	$3,331,995.45	$3,324,104.90	$3,191,013.71	$2,912,030.00
APRIL	$3,603,674.96	$3,583,428.14	20,247	0.57%	$3,551,826.29	$3,422,170.26	$3,503,840.63	$3,269,986.69	$3,505,145.22	$3,856,834.56	$3,664,084.49	$3,619,620.00	$3,351,361.00
MAY		$3,287,020.86	(3,287,021)	-100.00%	$3,191,531.61	$3,134,129.35	$3,115,779.99	$3,128,466.24	$3,324,891.90	$3,463,717.40	$3,446,597.36	$3,510,600.00	$3,177,536.00
JUNE		$3,317,026.31	(3,317,026)	-100.00%	$3,252,618.86	$3,148,961.63	$3,047,439.84	$3,093,324.36	$3,728,267.77	$3,613,341.33	$3,478,149.70	$3,309,665.46	$3,121,984.00
JULY		$3,313,189.60	(3,313,190)	-100.00%	$3,292,659.85	$3,270,406.10	$3,121,260.19	$3,209,283.98	$3,338,065.40	$3,627,299.60	$3,618,559.24	$3,554,031.38	$3,097,146.00
AUGUST		$3,152,143.53	(3,152,144)	-100.00%	$3,126,172.74	$2,990,216.24	$3,055,054.29	$3,008,383.58	$3,242,314.28	$3,355,083.13	$3,352,803.08	$3,242,648.18	$3,108,873.00
SEPTEMBER		$3,295,056.53	(3,295,057)	-100.00%	$3,207,049.55	$3,126,695.33	$2,988,779.27	$3,061,663.59	$3,509,055.19	$3,500,110.08	$3,491,333.75	$3,369,460.00	$3,065,193.00
Year to Date	$23,553,257.06	$19,530,620.52	418,962	2.15%	$38,902,149.99	$37,882,579.29	$37,066,399.57	$37,923,690.91	$41,507,394.96	$42,784,677.47	$42,047,677.58	$40,657,328.25	$37,378,553.00

FY TOTALS $39,478,485.48

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY 2013, FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY 2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011, 2012 or 2013. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

20-1

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

		FY 14 Compared to FY 13											
Month Taxes Deposited	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	Difference	%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	$3,280,219.93	$3,142,293.68	137,926	4.39%	$3,105,077.65	$3,120,218.87	$2,939,534.46	$3,191,706.22	$3,386,161.28	$3,516,665.11	$3,410,352.42	$3,195,825.00	$2,960,165.00
NOVEMBER	$3,360,233.90	$3,189,307.86	170,926	5.36%	$3,011,716.15	$2,976,298.71	$2,850,712.59	$3,056,325.46	$3,359,061.41	$3,354,320.41	$3,327,562.76	$3,132,900.48	$2,836,529.00
DECEMBER	$3,302,563.59	$3,272,129.39	30,434	0.93%	$3,149,620.55	$3,041,441.83	$2,863,389.45	$2,990,679.76	$3,447,637.03	$3,316,241.33	$3,298,106.45	$3,228,009.00	$3,030,907.00
JANUARY	$3,866,244.98	$3,931,474.14	(65,229)	-1.66%	$3,942,439.37	$3,872,325.62	$3,707,672.59	$3,948,060.22	$4,235,610.44	$4,471,028.60	$4,340,309.52	$4,249,424.86	$3,790,765.00
FEBRUARY	$2,939,651.95	$3,049,192.57	(109,541)	-3.59%	$2,987,315.00	$2,893,810.33	$2,848,671.98	$2,972,561.06	$3,153,391.51	$3,379,040.47	$3,295,713.91	$3,064,230.18	$2,926,065.00
MARCH	$3,426,651.88	$3,131,421.86	295,230	9.43%	$3,237,955.70	$3,098,921.29	$3,061,962.18	$3,003,250.85	$3,277,803.53	$3,331,995.45	$3,324,104.90	$3,191,013.71	$2,912,030.00
APRIL	$3,823,236.56	$3,599,524.70	223,712	6.22%	$3,576,184.32	$3,458,127.04	$3,529,396.01	$3,259,986.59	$3,505,146.22	$3,856,834.56	$3,664,084.49	$3,619,620.00	$3,351,361.00
MAY		$3,299,131.70	(3,299,132)	-100.00%	$3,231,144.58	$3,293,662.01	$3,146,504.02	$3,128,465.24	$3,324,891.90	$3,463,717.40	$3,446,597.36	$3,510,500.00	$3,177,535.00
JUNE		$3,346,454.43	(3,346,454)	-100.00%	$3,320,667.09	$3,215,941.38	$3,098,242.43	$3,093,324.36	$3,728,267.77	$3,613,341.33	$3,478,149.70	$3,309,665.46	$3,121,984.00
JULY		$3,349,663.44	(3,349,663)	-100.00%	$3,334,791.83	$3,289,629.43	$3,171,968.28	$3,209,283.98	$3,338,065.40	$3,627,299.60	$3,618,559.24	$3,554,031.38	$3,097,146.00
AUGUST		$3,153,053.75	(3,153,054)	-100.00%	$3,150,849.41	$3,135,660.82	$2,942,105.45	$3,008,383.58	$3,242,314.28	$3,355,083.13	$3,352,803.08	$3,242,648.18	$3,108,873.00
SEPTEMBER		$3,292,477.17	(3,292,477)	-100.00%	$3,232,972.57	$3,183,452.26	$3,028,207.58	$3,126,963.16	$3,509,055.19	$3,500,110.08	$3,491,333.75	$3,359,460.00	$3,065,193.00
Year to Date	$23,998,802.79	$23,315,344.20	683,459	2.93%	$39,280,734.22	$38,579,489.59	$37,188,367.02	$37,988,990.48	$41,507,394.96	$42,784,677.47	$42,047,677.58	$40,657,328.25	$37,378,553.00

FY TOTALS $39,756,124.69

NOTES:

April 2014 Collections Include $219,561.60 (Or 60% Of $365,936.00) S&U Audit Collections Compared To $6,707.80 (Or 60% of $11,179.67) Audit Collections In Prior Year April 2013 Period.

April 2014 Collections Only Include One Month's S&U Return Reported And Remitted For Periodic Taxpayers ID#660 And ID#39999 Compared To Two Month's Returns Reported And Remitted In Prior Year April 2013 Period By These Same Taxpayers.
Both Of These Taxpayers Should Report And Remit Two Returns In May 2014 Period.

April 2013 Collections Included Extraordinary Receipts For S&U Taxes Collected In April 2013 Of $9,388.76 (or 60% of $15,647.94) For Occasional Taxpayer ID#1787.
No Return Or Remittance Received In April 2014 Period From This Same Taxpayer.

20-2

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 (Better Presentation For Comparison To City Collections)

		FY 14 Compared to FY 13										
Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	$2,140,563.20	$2,035,268.61	105,295	5.17%	$2,033,895.24	$2,017,096.83	$1,893,218.08	$2,114,617.41	$2,276,283.19	$2,336,878.89	$2,299,674.28	$2,130,491.55
NOVEMBER	$2,123,088.19	$2,050,214.94	72,873	3.55%	$2,008,042.84	$1,920,728.11	$1,855,446.45	$2,022,308.26	$2,229,755.88	$2,241,537.84	$2,232,178.90	$2,072,993.19
DECEMBER	$2,169,555.98	$2,156,268.11	13,288	0.62%	$2,086,293.99	$1,948,296.43	$1,906,191.19	$2,136,056.18	$2,284,514.11	$2,174,549.44	$2,282,808.44	$2,136,399.13
JANUARY	$2,559,366.17	$2,608,733.79	(49,368)	-1.89%	$2,649,323.26	$2,556,849.92	$2,426,650.42	$2,620,917.55	$2,811,428.31	$2,967,724.05	$2,964,555.09	$2,817,342.78
FEBRUARY	$1,944,321.08	$1,968,248.59	(23,928)	-1.22%	$1,948,806.50	$1,864,357.48	$1,852,039.84	$1,961,527.58	$2,112,582.91	$2,253,143.01	$2,240,780.16	$2,027,212.99
MARCH	$2,243,986.50	$2,022,402.12	221,584	10.96%	$2,130,409.15	$2,018,325.73	$1,987,878.13	$1,982,069.68	$2,173,215.54	$2,203,462.52	$2,218,023.74	$2,111,735.34
APRIL	$2,377,920.10	$2,349,908.28	28,012	1.19%	$2,336,160.47	$2,251,890.23	$2,295,451.42	$2,153,195.40	$2,319,623.54	$2,552,776.74	$2,510,946.03	$2,384,489.02
MAY		$2,151,387.07	(2,151,387)	-100.00%	$2,091,289.22	$2,075,413.33	$2,035,714.92	$2,065,538.64	$2,212,009.37	$2,290,604.35	$2,364,163.45	$2,324,726.28
JUNE		$2,170,841.10	(2,170,841)	-100.00%	$2,128,235.86	$2,079,430.33	$1,989,820.56	$2,042,109.23	$2,480,957.61	$2,391,375.92	$2,318,772.70	$2,190,836.51
JULY		$2,170,477.57	(2,170,478)	-100.00%	$2,161,015.60	$2,166,532.70	$2,043,667.02	$2,142,810.94	$2,211,035.61	$2,413,981.16	$2,422,157.82	$2,350,897.70
AUGUST		$2,131,173.21	(2,131,173)	-100.00%	$2,079,969.66	$1,962,708.14	$1,996,633.51	$1,986,118.81	$2,154,915.80	$2,231,803.25	$2,203,972.55	$2,096,975.08
SEPTEMBER		$2,183,146.41	(2,183,146)	-100.00%	$2,101,559.77	$2,063,636.49	$1,953,355.70	$2,022,315.76	$2,332,187.51	$2,342,155.12	$2,315,788.43	$2,200,938.80
Year to Date	$15,558,801.22	$15,191,044.44	367,757	2.42%	$25,755,001.56	$24,925,265.72	$24,236,067.24	$25,249,585.44	$27,598,509.38	$28,400,092.29	$28,373,821.59	$26,845,038.37

FY TOTALS $25,998,069.80

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011 or 2012. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

20-3

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 14 Compared to FY 13: FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	$2,158,082.51	$2,059,868.92	98,214	4.77%	$2,049,858.39	$2,038,900.90	$1,920,009.74	$2,114,617.41	$2,276,283.19	$2,336,878.89	$2,299,674.28	$2,130,491.55
NOVEMBER	$2,211,660.67	$2,073,083.78	138,577	6.68%	$2,020,634.85	$1,944,717.07	$1,865,913.01	$2,022,308.26	$2,229,755.88	$2,241,537.84	$2,232,178.90	$2,072,993.19
DECEMBER	$2,175,889.07	$2,161,032.89	14,856	0.69%	$2,108,410.30	$1,988,363.73	$1,869,563.07	$2,136,056.18	$2,284,514.11	$2,174,549.44	$2,282,808.44	$2,136,399.13
JANUARY	$2,563,030.73	$2,616,927.60	(53,897)	-2.06%	$2,668,032.94	$2,569,227.92	$2,433,584.56	$2,620,917.55	$2,811,428.31	$2,967,724.05	$2,964,555.09	$2,817,342.78
FEBRUARY	$1,930,503.86	$1,991,385.15	(60,881)	-3.06%	$1,969,442.33	$1,889,546.58	$1,857,388.66	$1,961,527.58	$2,112,582.91	$2,253,143.01	$2,240,780.16	$2,027,212.99
MARCH	$2,261,069.69	$2,074,146.97	186,923	9.01%	$2,142,089.15	$2,036,908.47	$2,000,097.00	$1,982,069.68	$2,173,215.54	$2,203,462.52	$2,218,023.74	$2,111,735.34
APRIL	$2,524,294.50	$2,360,555.16	163,739	6.94%	$2,352,399.16	$2,275,862.01	$2,312,488.34	$2,153,195.40	$2,319,623.54	$2,552,776.74	$2,510,946.03	$2,384,489.02
MAY		$2,159,460.97	(2,159,461)	-100.00%	$2,117,657.60	$2,181,768.43	$2,056,197.60	$2,065,538.64	$2,212,009.37	$2,290,604.35	$2,364,163.45	$2,324,726.28
JUNE		$2,183,872.05	(2,183,872)	-100.00%	$2,171,026.56	$2,115,603.54	$2,032,869.37	$2,042,109.23	$2,480,957.61	$2,391,375.92	$2,318,772.70	$2,190,836.51
JULY		$2,194,793.45	(2,194,793)	-100.00%	$2,184,757.62	$2,179,348.26	$2,095,198.37	$2,142,810.94	$2,211,035.61	$2,413,981.16	$2,422,157.82	$2,350,897.70
AUGUST		$2,131,451.32	(2,131,451)	-100.00%	$2,096,370.72	$2,056,472.99	$1,921,334.27	$1,986,118.81	$2,154,915.80	$2,231,903.25	$2,203,972.55	$2,096,975.08
SEPTEMBER		$2,178,821.22	(2,178,821)	-100.00%	$2,118,841.79	$2,077,732.37	$1,979,641.24	$2,065,848.81	$2,332,187.51	$2,342,155.12	$2,315,788.43	$2,200,938.80
Year to Date	$15,824,531.03	$15,337,000.47	487,531	3.18%	$25,999,521.41	$25,354,452.27	$24,344,285.23	$25,293,118.49	$27,598,509.38	$28,400,092.29	$28,373,821.59	$26,845,038.37

FY TOTALS $26,185,399.48

NOTES:

April 2014 Collections Include $146,374.40 (Or 40% Of $365,936.00) S&U Audit Collections Compared To $4,471.87 (Or 40% of $11,179.67) Audit Collections In Prior Year April 2013 Period.

April 2014 Collections Only Include One Month's S&U Return Reported And Remitted For Periodic Taxpayers ID#660 And ID#39999 Compared To Two Month's Returns Reported And Remitted In Prior Year April 2013 Period By These Same Taxpayers.
Both Of These Taxpayers Should Report And Remit Two Returns In May 2014 Period.

April 2013 Collections Included Extraordinary Receipts For S&U Taxes Collected In April 2013 Of $6,259.18 (or 40% of $15,647.94) For Occasional Taxpayor ID#1787.
No Return Or Remittance Received In April 2014 Period From This Same Taxpayer.

20-4

MONTGOMERY COUNTY COMMISSION

TOTAL LODGING TAX COLLECTION COMPARISON

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections (Net of Audits)	FY 13 County Collections (Net of Audits)	Difference	FY 14% of FY 13	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections	FY 06 County Collections
OCTOBER	$125,810.01	$130,518.53	-$4,708.52	-3.61%	$129,788.39	$90,450.70	$76,167.78	$90,394.00	$85,389.00	$96,766.68	
NOVEMBER	$134,418.39	$129,403.01	$5,015.38	3.88%	$136,865.64	$97,820.73	$83,493.00	$91,018.26	$82,912.00	$89,391.10	
DECEMBER	$131,612.41	$122,045.52	$9,566.89	7.84%	$135,043.41	$73,352.85	$75,264.67	$78,616.00	$70,910.00	$81,974.31	
JANUARY	$175,562.73	$119,034.95	$56,527.78	47.49%	$116,960.65	$117,494.72	$77,080.62	$63,846.00	$74,508.00	$71,218.23	
FEBRUARY	$173,369.88	$110,354.05	$63,015.83	57.10%	$112,071.38	$110,488.53	$79,625.91	$65,773.76	$69,418.38	$72,734.13	
MARCH	$202,573.31	$120,791.98	$81,781.33	67.70%	$140,556.61	$133,350.07	$91,658.00	$89,980.66	$104,324.00	$79,463.09	
APRIL	$223,538.94	$154,554.57	$68,984.37	44.63%	$155,696.79	$143,432.70	$97,434.00	$89,419.80	$98,280.44	$91,745.00	
MAY		$138,910.11	-$138,910.11	-100.00%	$132,858.15	$135,834.83	$90,676.00	$83,291.00	$94,118.00	$103,146.70	$77,494.40
JUNE		$143,536.96	-$143,536.96	-100.00%	$138,452.50	$133,739.74	$86,555.65	$90,215.00	$88,706.00	$80,069.00	$84,995.48
JULY		$147,306.61	-$147,306.61	-100.00%	$146,942.79	$145,371.25	$96,492.84	$87,515.78	$101,972.09	$91,751.00	$88,320.49
AUGUST		$146,925.48	-$146,925.48	-100.00%	$146,822.89	$147,058.66	$96,310.00	$94,001.00	$92,973.52	$89,222.00	$94,782.91
SEPTEMBER		$137,316.54	-$137,316.54	-100.00%	$139,758.00	$142,709.12	$87,044.00	$86,034.26	$95,529.98	$87,431.00	$85,760.00
Year to Date	$1,166,885.67	$886,702.61	$280,183.06	31.60%	$1,631,817.20	$1,471,103.90	$1,037,802.47	$1,010,105.52	$1,059,041.41	$1,034,912.24	$431,353.28

FY TOTALS $1,600,698.31

NOTES:

Lodging Rate Changed Effective December 1, 2013. Rate Increased From $1.50 To $2.25 Per Room Rented/Furnished. Lodging Rate Was $1.50 Per Room Rented/Furnished From December 1, 2010 Through November 30, 2013. Initial Lodging Rate Was $1.00 Per Room Rented/Furnished From April 1, 2006 Through November 30, 2010.

Lodging Taxes Are Reported And Collected In Arrears; Thus The First Reporting/Collection Period For The New $2.25 Loding Rate Starts In January 2014 For The December 2013 Tax Period.

April 2014 Collections Shown Above Are Net of $538.86 Audits. April 2014 Collections Including Audits Totaled $224,077.80.

20-5

MONTGOMERY COUNTY COMMISSION

TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections	FY 13 County Collections	Difference	FY 14 % of FY 13	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	$115,849.14	$117,747.11	-$1,897.97	-1.61%	$122,397.70	$129,485.41	$128,602.75	$122,819.40	$131,431.18	$147,134.81	$149,691.76	$138,263.70	$138,524.25
NOVEMBER	$144,887.33	$128,927.51	$15,959.82	12.38%	$126,138.43	$131,821.66	$131,109.74	$140,959.08	$139,649.82	$149,345.81	$170,906.01	$140,764.99	$139,303.09
DECEMBER	$119,369.29	$119,209.28	$160.01	0.13%	$123,734.46	$122,993.67	$121,824.96	$126,525.74	$130,576.82	$142,001.39	$137,069.46	$137,192.77	$130,614.23
JANUARY	$124,428.93	$119,438.35	$4,990.58	4.18%	$123,368.06	$132,469.50	$134,624.20	$133,168.99	$132,710.13	$137,632.24	$145,554.52	$143,017.17	$140,807.20
FEBRUARY	$116,262.54	$120,575.79	-$4,313.25	-3.58%	$116,317.80	$117,843.96	$124,816.72	$124,744.47	$122,467.49	$128,594.64	$121,357.94	$128,331.93	$131,563.01
MARCH	$113,158.87	$116,366.70	-$3,207.83	-2.76%	$118,944.86	$119,740.83	$122,760.76	$122,181.42	$127,836.30	$129,748.15	$146,493.12	$130,888.28	$132,255.94
APRIL	$129,165.59	$132,760.62	-$3,595.03	-2.71%	$125,195.99	$133,872.83	$140,254.46	$131,464.61	$143,992.83	$121,070.37	$147,331.92	$146,760.44	$148,737.03
MAY		$128,976.82	-$128,976.82	-100.00%	$127,146.28	$128,147.03	$139,372.47	$134,069.49	$134,662.63	$130,277.77	$135,435.46	$143,700.38	$142,563.23
JUNE		$135,036.74	-$135,036.74	-100.00%	$133,057.98	$131,383.85	$138,630.67	$130,919.07	$150,668.15	$142,064.46	$143,658.10	$146,726.10	$137,113.75
JULY		$136,899.14	-$136,899.14	-100.00%	$129,894.40	$130,793.70	$137,671.94	$135,859.21	$133,863.13	$136,886.87	$150,335.37	$146,221.33	$134,076.13
AUGUST		$134,598.24	-$134,598.24	-100.00%	$132,248.94	$127,265.33	$130,748.17	$126,087.38	$137,111.09	$138,154.02	$144,162.10	$148,790.07	$146,000.86
SEPTEMBER		$131,991.94	-$131,991.94	-100.00%	$136,543.09	$137,589.99	$135,878.23	$140,923.91	$137,251.76	$109,066.03	$152,983.09	$157,462.84	$140,566.55
Year to Date	$863,121.69	$855,025.36	$8,096.33	0.95%	$1,514,987.99	$1,543,417.76	$1,586,295.07	$1,569,722.77	$1,622,221.33	$1,611,976.56	$1,744,978.85	$1,708,120.00	$1,662,125.27

FY Totals $1,522,528.24

20-6

the
Samaritan
Counseling Center, Inc.
Professional counseling and care for the mind, body and spirit.

April 24, 2014

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

Dear Mr. Mims:

When we appeared before the County Commission in February, you requested we meet with Judge Stephen Reed and the City of Montgomery. We have met with both.

Judge Reed endorsed the work the Center does in the River Region. The City of Montgomery has pledged $2,500 in sponsorship of our primary fundraising program, The River Region Ethics in Business and Pubic Service Awards. Funds raised through this program are used to offset the cost of counseling for those who could not otherwise seek help.

The Samaritan Counseling Center (SCC) is a non-profit, 501(c)(3) organization offering mental health counseling services to the River Region through two locations. Services provided to the community include: mental health counseling, employee assistance services for local businesses, workshops and educational presentations, premarital counseling, mediation services, collaboration and consultation services with client's physicians and referrals to physicians and psychiatrists. The center was founded in 1999 and has become a major source for mental health services in the River Region.

Purpose of the Request: Over the last several years, our center has seen an increasing number of people who could not otherwise afford such mental health services if not for fee reductions and assistance from our center. Each year, the center allocates at least $20,000 for client assistance. Last year our client assistance fund required an additional $7,720 to provide services to those in need. All clients are screened prior to receiving client assistance funding.

The Samaritan Client Assistance Fund is absolutely essential for fulfilling our mission to help all in need. The Samaritan Client Assistance Fund is a general account for contributions from a wide variety of sources exclusively earmarked for client fee assistance. All monies earmarked for the fund go directly toward client care, rather than general operating expenses.

The request: The Samaritan Counseling Center would like to request $5,000 from the Montgomery County Commission to provide counseling for those unable to pay or who need reduced funds. These funds would be used to assist Montgomery County residents.

Thanks you for your kind consideration of our request.

Sincerely,

Alice T. Williams

Alice T. Williams
Executive Director of Operations

2911 Zelda Road | Montgomery, AL 36106 | **Phone** 334.262.7787 | **Fax** 334.262.7795

ALABAMA NATIONAL FAIR

Kiwanis Club of Montgomery

P.O. Box 3304 • Montgomery, AL 36109-0304
(334) 272-6831 • FAX (334) 272-6835
anf@alnationalfair.org • www.alnationalfair.org

OCTOBER 3 – 12, 2014

April 22, 2014

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

Dear Mr. Mims:

We respectfully ask to be placed on the agenda for the Montgomery County Commission's meeting to make our annual request for an appropriation to the Alabama National Fair's Premium and Prize Program. Last year, the Fair paid $75,282.63 in award and prize money to winners from 45 of Alabama's 67 counties, and to winners from six other states. This year we will offer over $156,000 to exhibitors participating in livestock shows, 4-H, FFA, FCCLA, art, photography, school art, baking, canning, sewing, crafts, and other competitive events.

"Sew It, Grow It, and Show It at the Alabama National Fair!" is the theme for the 61st Alabama National Fair presented October 3 -12, 2014. Anniversary Park will include the Pirates of the Colombian Caribbean and Kachunga & the Alligator Show. Top Country and R&B artists will be performing on the coliseum stage. The Fair will include the extraordinary Ham Bone Express 3 Racing Pigs, the K-9 in Flight Frisbee Dog Show & Dock Diving Show and Zerbini Family Circus. Many other exciting events will be listed on the website at www.alnationalfair.org when confirmed.

We sincerely appreciate the support from the Commissioners have given the Fair over the years, and we look forward to thanking them personally.

Sincerely,

Randall W. Stephenson

22-1

UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
May and June 2014

Agenda: May 5, 2014

Contract No.	Item	Dept.	Vendor	Expiration Date
MAY, 2014				
57202-12B-006	Drug Test Equip & Svc	Detention Facility	Siemens Healthcare	May 1, 2014
52200-13B-007 (Renewable)	Inmate Laundry Service	Detention Facility	CLS Service	May 31, 2014
52200-13B-008 (Renewable)	Hygiene Admission Kits	Detention Facility	American Amenities	May 31, 2014
53000-13B-011 (Renewable)	Crushed Stone	Engineering	S.E. Materials Dunn Const. APAC	May 31, 2014
JUNE, 2014				
53000-12B-013 (Renewable)	Plant Mix	Engineering	Wiregrass Construction	June 14, 2014
51901-12B-010 (Renewable)	Air Filters & Service	Support Service	Filter Services of Alabama	June 30, 2014
51901-13B-014 (Renewable)	Rental of Uniforms	Support Service Engineering	G & K Services	June 30, 2014

23-1