

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 29, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the June 2, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, June 2, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

1-1 County Commission Information Session Schedule for June 2, 2014

Waived Rules Items to Consider for June 2, 2014

- 2-1 Consider Budget Change Requests (3)
 - (1) County Commission Appropriations – Request Number 12
 - (2) Youth Facility – Request Numbers 1 and 2
- 3-1 Consider Award of Request for Proposal (RFP) for Financing the Energy Conservation Project for the Youth Facility Renovation, Series 2014, County Commission
- 4-1 Consider Bid Award, Notice to Proceed and Contract Execution for Probate Judge's Office, 3rd Floor, Montgomery County Courthouse and Administration Building Annex III, County Commission
- 5-1 Consider Lease Agreement with the State of Alabama and Renovation Budget regarding the Griel Mansion for the Montgomery County Public Defender's Office, County Commission
- 6-1 Consider Resolution to Support the Creation of an Economic Development District by the Central Alabama Regional Planning and Development Commission and to be a Member of the Economic Development District, County Commission

Items to Consider for June 16, 2014 Agenda

- 7-1 Consider Resolution Authorizing the Issuance of the County's General Obligation Warrant (Energy Conservation Project), Series 2014 in the Maximum Principal Amount of \$4,414,110 for the purpose of financing the costs of the construction and implementation of the energy conservation measures as provided for in the Energy Conservation Project for the Youth Facility Renovation, County Commission
- 8-1 Consider Board Member Appointment to the Rural Planning Organization of Central Alabama (RPOCA), County Commission
- 9-1 Consider Temporary Designation and Establishment (Seventeen Months) of One Dexter Plaza, Located at One Court Square, as Montgomery County Administration Building and Courthouse Annex V, as per the Request of District Attorney Daryl D. Bailey, County Commission
- 10-1 Consider Amendment Number 4 with Norment Security Group, Inc., regarding a Three Month Contract Extension for Preventive Maintenance on the Security Cameras, Doors, Locks, and any other Security Components within the County Buildings, County Commission
- 11-1 Consider Amendment Number 7 to Contract Number 52110-10C-018 with Haynes Ambulance of Alabama, Inc., regarding a Three Month Contract Extension for Emergency Medical Treatment and Transportation Services for Montgomery County, County Commission
- 12-1 Consider to Recognize and Deny Claim Filed by Barbara Hobson for her minor child, Breanna N. Hobson, County Commission

Personnel Actions

- 13-1 **New Requests:** Copies of Position Fill Requests – Information Systems (2)
 - (1) IT Engineer/Systems, Position Number 220272003
 - (2) Clerk IV, Position Number 220004001

General Information

- 14-1 Copy of Information regarding A Cut Above the Rest Training Facility (**Enclosed in your packet is a Powerpoint presentation concerning the Program**)
- 15-1 Copy of Letter from Circuit Clerk Tiffany McCord regarding New Counter, Restroom and Cubicles for Circuit Clerk's Office

Montgomery County Commission

Page 3

May 29, 2014

- 16-1 Copy of Information from Kid One Transport requesting Funding (Kid One Transport President Matthew Holdbrooks has requested to meet with the Commission on June 16, 2014)
- 17-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 18-1 Copies of Detailed Accounts Payables, paid 5/16/14 and 5/23/14, subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
JUNE 2, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Attorney Clinton Graves with Gilpin Givhan, PC – Presentation regarding Award of Request for Proposal (RFP) for Financing the Energy Conservation Project for the Youth Facility Renovation, Series 2014 **(Waived Rules Item 3-1 and Future Agenda Item 7-1)**
- 8:20 a.m. Executive Director Lynn Beshear Envision 2020, Mike Murphree and Dianne Teague with Medical Aids Outreach (MAO) and Nancy Hogan and Chris Anderson with Medical Outreach Ministries (MOM) – Presentation regarding Joint Public Charity Funding
- 8:30 a.m. Sr. Vice President Tim Holmes and Architect Jeff Cahill with JMR+H Architecture, PC – Presentation regarding Bid Award for Probate Judge's Office, 3rd Floor, Annex III **(Waived Rules Item 4-1)**
- 8:40 a.m. Presiding Circuit Judge Charles Price and Director Aylia McKee with the Public Defender's Office – Presentation regarding Lease with the State of Alabama for the Griel Mansion **(Waived Rules Item 5-1)**
- 8:50 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operation
- 9:00 a.m. County Engineer George Speake – Briefing regarding Engineering Operations
- 9:10 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Economic Development District Resolution **(Waived Rules Item 6-1)** and Board Member Appointment to the Rural Planning Organization of Central Alabama (RPOCA), **(Future Agenda Item 8-1)**
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Circuit Judge Johnny Hardwick and Executive Director Juanida Pitts and Melinda Ricketts with A Cut Above the Rest Training Facility – Presentation regarding the Program **(Information Item 14-1)**
- 10:15 a.m. Dr. David Thrasher – Expression of Appreciation to the Commission and Probate Judge Steven L. Reed for allowing him to serve as Coroner for Montgomery County
- 10:45 a.m. Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT:	County Comm Appropriat	REVIEWED: S. Thomas	2/19/2014
DATE:	2/18/2014	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Kitchen Equipment	001-52200.549	0	72,374	72,374
Fund Balance	001.35900		(72,374)	
TOTAL		0	0	72,374

JUSTIFICATION:

Budget for the purchase of kitchen equipment for the Detention Facility.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2014-1

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	5/19/2014
DATE:	5/19/2014	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Telephone	001-52602-251	30,000	(4,000)	26,000
Groceries	001-52602-328	80,000	(10,000)	70,000
Main. Buildings	001-52602-231	20,000	10,000	30,000
Water and Sewer	001-52602-246	15,000	4,000	19,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		145,000	0	145,000

JUSTIFICATION:

Budget realignment to cover the cost of building maintenance and water bills.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	5/28/2014
DATE:	5/27/2014	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Housing & Feeding Juveniles	001-52602-403	0	140,000	140,000
Fund Balance	001.35900		(140,000)	
TOTAL		0	0	140,000

JUSTIFICATION:

Due to the renovation, we are having to house Juvenile Detainees in Dallas and Lee Counties. At our present rate I am projecting our cost for this fiscal year will be approximately \$140,000. We are charged \$85 per day in Dallas County and \$100 a day in Lee County. This expense was started in late March. This increase should carry us through the remainder of this fiscal year.

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May 29, 2014

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Award of Request for Proposal regarding Financing the Energy Conservation Project, Series 2014 for the Youth Facility Renovation

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

In order to take advantage of the lowest interest rate, I am encouraging the Commission to waive rules and award the RFP to Regions Bank.

DLM/tn

Attachment



GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

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

May 22, 2014

VIA EMAIL

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

Re: Summary of Request for Proposals for Energy Conservation Project, Series 2014
Our File No. 3834.1004

Dear Donnie:

The Montgomery County Commission (the "Commission") has entered into an Energy Services Contract (the "Energy Project") with Schneider Electric Buildings America, Inc. ("Schneider") in order to provide for the installation of certain energy conservation measures in public buildings within Montgomery County, Alabama (the "County"). In order to finance the installation of these energy conservation measures, the County has received allocations from the Alabama Energy Board Allocation Committee of qualified energy conservation bonds in the amount of \$8,831,046, of which \$4,414,110 is remaining.

Qualified energy conservation bonds are taxable bonds that may be issued to finance certain energy conservation measures, such as those being installed pursuant to the Energy Project. The incentive to issue qualified energy conservation bonds, which have a taxable rate that is higher than that of tax-exempt debt, is that the issuer receives a cash rebate from the U.S. Treasury Department to subsidize its net interest payments. The amount of the subsidy is determined as the lesser of (i) the amount of interest payable under the bond on each interest payment date, or (ii) 70% of the amount of interest which would have been payable under the bond at the tax credit rate, which is set daily by the U.S. Treasury Department. The affect of the cash rebate is to lower the effective rate of the qualified energy conservation bonds.

Due to the Budget Control Act of 2011 (the "Federal Sequestration"), the rebate payments to issuers are reduced, using a statutory formula, each year until 2021. On September 30, 2013, the Internal Revenue Service announced that cash rebates relating to qualified energy conservation bonds processed after October 1, 2013, and on or before September 30, 2014, would be reduced by a sequestration rate of 7.2%, down from 8.6% the previous year. As such, the actual subsidy that the County will receive from the issue of the qualified energy bonds will be reduced by 7.2% for the 2013-

Donald L. Mims, Administrator
Montgomery County Commission
May 22, 2014
Page 2

2014 fiscal year. It is expected that the sequestration rate will decrease each year until 2021 when the sequestration is set to expire.

In order to complete the Energy Project, which would include in large part, the installation of energy conservation measures in the County Youth Facility, the County issued a request for financing proposals (the "RFP") on April 30, 2014 requesting that each party provide proposals for taxable qualified energy conservation bonds, tax-exempt non-bank qualified bonds, and tax-exempt bank qualified bonds. A mandatory information meeting was held May, 14, 2014 at which a presentation of the RFP was made and each lender interested in submitting a financing proposal was given the opportunity to ask questions in relation to the financing.

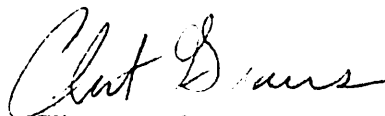
Financing proposals were submitted to the County Administrator's office on May 20, 2014 between the hours of 8:00 am to 5:00 pm and May 21, 2014 between the hours of 8:00 am and 10:00 am. Four lenders submitted proposals in response to the RFP: Regions Bank, BBVA Compass, ServisFirst Bank, and Sterling Bank. Upon a review of the proposals, it was determined that Regions Bank submitted a financing proposal with the lowest fixed taxable rate of 3.81% and included the following: (i) an annual payment of \$391,398.52, (ii) no bank fees, and (iii) bank's attorney fees capped at \$5,000.

The Regions Bank proposal complies with the specifications as set forth in the RFP and proposes the lowest taxable interest rate for the issuance of qualified energy conservation bonds.

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

Yours very truly,

GILPIN GIVHAN, PC



Clinton D. Graves

CDG:bsh

Montgomery County Commission
General Obligation Warrant, Series 2014
(Energy Conservation Services Project)

Summary of RFP Responses

The County issued a request for financing proposals ("RFP") on April 30, 2014 for the purpose of financing the Energy Conservation Services Project. While anticipating that the taxable loan utilizing the County's allocation of qualified energy conservation bonds would generate the lowest net effective interest rate, the RFP requested proposals for taxable loans, tax-exempt bank qualified loans, and tax-exempt non-bank qualified loans as a point of comparison. The RFP called for the loan to be amortized over 15 years with semi-annual interest payments and principal payments being made annually. The following banks submitted proposals in response to the RFP: (i) Regions Bank, (ii) BBVA Compass, (iii) ServisFirst Bank, and (iv) Sterling Bank. Below is a summary of each proposal:

(1) Regions Bank

Taxable Rate	3.81% (Fixed)
Tax-Exempt Bank Qualified Rate	2.66% (Fixed)
Tax-Exempt Non-Bank Qualified Rate	2.66% (Fixed)
Bank Fees	None
Bank Counsel Fees	\$5,000 taxable \$7,500 tax-exempt

(2) Sterling Bank

Taxable Rate	4.37% (Fixed)
Tax-Exempt Bank Qualified Rate	4.37% (Fixed)
Tax-Exempt Non-Bank Qualified Rate	4.37% (Fixed)
Bank Fees	\$1,000
Bank Counsel Fees	None

(3) BBVA Compass

Taxable Rate	4.86% (Fixed)
Tax-Exempt Bank Qualified Rate	3.16% (Fixed)
Tax-Exempt Non-Bank Qualified Rate	3.19% (Fixed)
Bank Fees	None
Bank Counsel Fees	\$9,000

(4) ServisFirst Bank

Taxable Rate	3.25% (Variable)
Tax-Exempt Bank Qualified Rate	2.30% (Variable)
Tax-Exempt Non-Bank Qualified Rate	
Bank Fees	None
Bank Counsel Fees	\$2,500

It should be noted that while ServisFirst Bank offered the lowest taxable rate, that rate is a floating variable rate based upon the Wall Street Journal Prime Floating Rate.

The following is an approximation of the effective interest rate on the loan assuming the Regions Bank proposal for taxable qualified energy conservation bonds is awarded:

Quoted Interest Rate		3.81%
Tax Credit Subsidy		
70% of Tax Credit Bond Rate		
(3.56% as of May 29 th , 2014)	2.49%	
Plus Sequestration Reduction of 7.2%	<u>.18%</u>	
Total Subsidy		<u>2.31%</u>

Effective Rate 1.50%

The interest payable on the loan in the first year (2015) of the Regions Bank proposal is \$168,177.59. The County would then file a request for tax credit to take advantage of the tax credit subsidy offered for qualified energy conservation bonds. The credit, if it were calculated as of May 29th, 2014, would be 70% of the interest which would be due on the loan at the qualified tax credit rate established daily by the U.S. Treasury Department, which in this case, would be 3.56% or \$109,999.62 (calculated as \$157,142.32 x 70%). The subsidy is then reduced by 7.2% (\$7,919.97) as a result of the federal sequestration, leaving a total subsidy of \$102,079.65 which would be issued to the County a credit on the interest the County paid on the loan.

As a result, the County would effectively have paid \$66,097.94 in interest for the first year of the loan which is an effective rate of 1.50%.

May 20, 2014

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

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

Dear Mr. Mims:

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

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

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

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

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

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

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

Best regards,
JMR+H Architecture, PC


J. Michael Rutland, President

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

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

TABULATION OF BIDS:

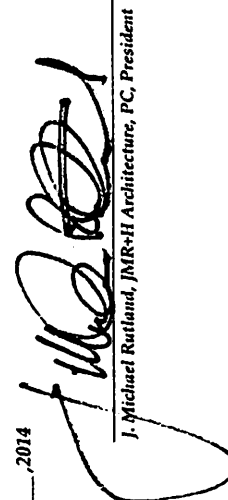
ALTERATIONS TO 3RD FLOOR ANNEX 3
MONTGOMERY COUNTY COURTHOUSE
Bids Received: 60 Commerce Street, Suite 1520, Montgomery, AL 36104
May 20, 2014 2:00 PM

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

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

Sworn and subscribed before me on _____, 2014

 Renae M. Williams


 J. Michael Rutland, JMR+H Architecture, PC, President

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May 29, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Renovation Budget, Lease Agreement and Time Line regarding the Public Defender's Office

The Montgomery County Commission, at its meeting on May 19, 2014, agreed to place on the next Thursday Memo as a waived rules item, a Renovation Budget, Lease Agreement and a Time Line regarding the renovation of the Griel Mansion for the Montgomery County Public Defender's Office.

Attached are these items for your consideration.

DLM/tn

Attachments

STATE OF ALABAMA

*

*

COUNTY OF MONTGOMERY

*

LEASE AGREEMENT

LEASE AGREEMENT, between the **Montgomery County Commission**, (hereinafter called the "Lessor"), and the **STATE OF ALABAMA, by and through its Department of Finance**, (hereinafter called the "Lessee"), made and entered into this ____ day of _____ 2014.

WITNESSETH

Lessor leases and demises unto the Lessee, upon the terms and conditions hereinafter set forth, the office building containing approximately _____ square feet and situated in Montgomery County, the City of Montgomery, to-wit:

305 South Lawrence Street
Montgomery, Alabama 36104

1. TERMS OF LEASE

- (a) Lessee agrees to use the demised premises for the operation of a law office. The primary term of this lease agreement and of the lease herein made shall begin on or about June 1, 2014 and subject to the provisions of this agreement shall continue through May 31, 2020.
- (b) Lessee shall, upon adhering to the covenants herein, enjoy peaceable possession of the premises at 305 South Lawrence Street, Montgomery, Alabama.

2. RENTAL FEES

- (a) The Lessor has agreed to lease the real estate at 305 South Lawrence Street, Montgomery, Alabama, to the Lessee at no cost. The Lessor understands and agrees that the Lessee will not pay the Lessor a monthly rental fee for any period of the term of this Lease.

3. MAINTENANCE AND IMPROVEMENTS

- (a) When necessary, Lessor shall paint the building, replace carpeting, repair the roof, plumbing, electrical, and/or leaks. The Lessor shall also maintain the outside structure of said building, including maintenance of lawns and landscaping.
- (b) Prior to the Lessee moving in, or within a reasonable time agreed upon by the parties, the following maintenance and/or repairs need to be completed:
 - 1. Clean the interior of the building, including walls and all uncarpeted flooring;
 - 2. Clean and repaint the exterior of the building;
 - 3. Replace or repair the front doors of said building for safety purposes and to avoid escape of heat and cold;
 - 4. Replace the two external doors with a glass pane located on the first

- floor/basement with solid doors;
5. Install or repair light fixtures at each external door (4) for security purposes.
 6. Paint the inside of the building;
 7. Replace all of the old and worn carpet in said building;
 8. Replace the locks on individual office doors;
 9. Replace the sign attached to said building and free standing signs in the parking lot with those for the Montgomery County Public Defender Office; and
 10. Repair or replace the exit signs located on the first floor and in the basement.
- (c) In addition, Lessor shall, when caused by leaks in the building, pay for the replacement of carpet inside the building. Said carpet shall be of commercial nature, and prior to installation, Lessor and Lessee shall mutually agree upon the purchase price of the carpet and cost of installation.
- (d) Lessor, where mutually agreed, shall provide all labor to replace/install light fixtures and ceiling fans. However, Lessee agrees to purchase all such items to be installed. Further, all such items installed in the building shall remain as property of Lessor, along with the carpet and any other improvements thereto.
- (e) Lessor agrees to update the electronic security system already installed for said building and pay any monthly security fees incurred by the Montgomery Sheriff's Office monitoring the security system. Lessor also agrees to install an internal camera system that would be monitored from within the building by the Lessee, and a card key access system for said building. Lessee agrees to pay for any monthly fees associated with these services.
- (f) In the event said property is destroyed and/or rendered uninhabitable by fire or acts of God, then said lease shall be terminated effective on the date of such complete damage and destruction.

4. UTILITY COSTS AND OTHER SERVICES

Lessee shall be responsible for janitorial services and agrees to pay all utility costs connected with said building, including data communications and long distance telephone service. Lessor shall be responsible for pest control services.

5. INSURANCE

- (a) Lessor shall maintain Commercial General Liability, Property and Fire Insurance on the structure and grounds of said building, and Lessee shall be an additional named insured under said policy(ies).
- (b) Lessee shall maintain rental insurance for all properties belonging to said Lessee.

6. SALE OF BUILDING

- (a) If, at any time, Lessor should decide to sell said building to anyone other than the Lessee, such sale shall not occur until the expiration of this lease.

7. NOT A DEBT OF THE STATE

Under no circumstances shall the commitment of the AGENCY under this lease constitute a debt to the State of Alabama as prohibited by Section 213, official Recompilation of the Constitution of Alabama of 1901, as amended. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the term of this lease, the Lessee's commitments under this lease are payable solely from amounts appropriated by the Alabama Legislature for the Lessee as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year.

8. CANCELLATION PRIVILEGE

It is expressly understood and agreed by the parties hereto that the Lessee shall have the option to terminate this lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate sufficient funds to AGENCY to make the payments set out herein which are due and payable under the terms of the lease during each ensuing fiscal year. It is further agreed that in the event of the proration of the fund from which payment under this lease is to be made, the lease will be subject to termination.

9. DEFAULT

If at any time one party shall default in any of its covenants or obligations under this lease, the other party shall give written notice of the nature of the default. If the default cannot be resolved within a reasonable period, the aggrieved party may cancel this lease without further obligation. However, the LESSOR's sole remedy for the settlement of any disputes relating to the payment of money under the terms of this lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

10. RENEWAL

The LESSOR does hereby grant and give the AGENCY an option to renew this lease at the end of the term of this lease for _____ additional _____-year period (s) upon all the same terms and conditions as herein stated by giving LESSOR a ninety (90) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

11. HOLDOVER TERM

If the Lessee remains in possession of the premises after the end of the lease term stated above, or any extension or renewal thereof, then such holding over will be deemed a month-to-month tenancy at the same rental and under the same conditions as are in effect at the time such holding over begins.

It is hereby agreed that, after each party has read and approved the covenants contained therein, this written instrument embodies the whole agreement of the parties.

This lease agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate, this ____ day of _____ 2014.

LESSOR

Montgomery County Commission

Elton N. Dean, Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Witness

Recommended:

Office of Space Management

LESSEE

State of Alabama, Department of Finance

Bill Newton Director of Finance

Approved for Legal Form:

Department of Finance – Legal Division

Recommended:

Director
Office of Indigent Defense Services

APPROVED:

Governor, State of Alabama

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Thursday, May 01, 2014 4:24 PM
To: Donald Mims
Cc: Tammy Nix; 'sara byard'
Subject: FW: Economic Development District
Attachments: Montgomery County EDD RESOLUTION.doc

Attached is the revised resolution for EDD District as you requested. The schedule agreed to was for 9:15 May19th to brief the Commission. The Resolution will be acted at the first meeting in June.

This is a resolution of support for the creation of an Economic Development District by the Central Alabama Regional Planning and Development Commission, of which, Montgomery County is a member. CARPDC is now requesting the various member governments to pass a resolution of support for the creation of this district. This is the first step in the process, the designation as Economic Development District has the potential of bring additional federal dollars to the county for large scale Economic Development Projects.

Sara Byard and myself will be glad to be available to answer any questions.

If you have any questions let me know. Thank you for your assistance.



Greg Clark
Executive Director
Central Alabama Regional Planning and Development Commission
430 South Court * Montgomery, Alabama 36104
Phone: (334) 262-4300 Fax (334) 262-6976

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

RESOLUTION

WHEREAS, the Central Alabama Regional Planning and Development Commission (CARPDC) wishes to be recognized as an Economic Development District (EDD) under Economic Development Administration (EDA) 13 CFR Chapter III; and

WHEREAS, Central Alabama Regional Planning and Development Commission is eligible to become an EDD under the provisions of 13 CFR Chapter III —Economic Development Administration, Department of Commerce § 304.1 and § 304.2; and

WHEREAS, the purpose of an EDD is to promote economic growth and development through regional economic development strategies in the Central Alabama Region (Autauga, Elmore and Montgomery Counties); and

WHEREAS, Montgomery County is a part of the Central Alabama Region, a member of Central Alabama Regional Planning and Development Commission and wishes to be a part of this new Economic Development District.

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

Section 1. That the Montgomery County Commission supports the effort of the Central Alabama Regional Planning and Development Commission in its efforts to create an Economic Development District.

Section 2. That the Montgomery County Commission wishes to be involved in the creation of and is desirous of being a member of this Economic Development District.

Section 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute this Resolution on behalf of the Montgomery County Commission.

PASSED, ADOPTED and APPROVED this the ____ day of _____, 2014.

Elton N. Dean, Sr., Chairman

ATTEST:

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

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 29, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

Attached is a draft Resolution regarding this issue prepared by Attorney Graves, which has been submitted to the attorney for Regions Bank. I am asking the Commission to place on the June 16, 2014 agenda, this Resolution authorizing the issuance of the County's General Obligation Warrant (Energy Conservation Project), Series 2014 in the maximum principal amount of \$4,414,110 for the purpose of financing the costs of the construction and implementation of the energy conservation measures as provided for in the Energy Conservation Project for the Youth Facility renovation.

I am requesting that this Resolution be placed on the June 16, 2014 agenda, in that the attorney for Regions Bank will not have approved the draft Resolution by our meeting on Monday, June 2, 2014.

DLM/tn

Attachment

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

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this ____ day of _____, 2014.

[S E A L]

County Administrator of
Montgomery County, Alabama

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

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

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

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

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

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

Section 2. **Authorization of the Series 2014 Warrant.** Pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Chapter 28, Title 11, Code of Alabama 1975, and for the purposes described in Section 1, there is hereby authorized to be issued by the County its \$4,414,110 in principal amount General Obligation Warrant (Energy Conservation Project), Series 2014 (herein called the "Series 2014 Warrant"). The Series 2014 Warrant shall be dated the date of its issuance, shall be issued in fully registered form, and shall bear interest at the rate of 3.81% per annum, computed on the basis of a 360-day year for the actual number of days elapsed. Such interest shall be payable on February 1, 2015, and semiannually on each February 1 and August 1 thereafter until and at the maturity date of the Series 2014 Warrant. The principal of the Series 2014 Warrant shall be payable at the principal administrative offices of the County. Interest on the Series 2014 Warrant shall be paid by check or draft mailed or otherwise delivered by the County to the person to whom the Series 2014 Warrant is payable at its addresses as it appears on the registry books of the County pertaining to the Series 2014 Warrant; provided that the final payment of such interest shall be made only upon surrender of the Series 2014 Warrant to the County. Any such payment of interest shall be deemed timely made if so mailed on the interest payment date (or, if such interest payment date

is not a business day, on the business day next following such interest payment date) upon which such interest shall be due and payable.

Section 3. Optional Redemption. The principal of the Series 2014 Warrant will be subject to prepayment and redemption prior to the stated maturity thereof on any date, in whole or in part, at a redemption price equal to the par or face amount redeemed plus accrued interest thereon to the date of any such prepayment, plus a prepayment penalty as a percentage of the outstanding principal balance at the time of prepayment of (i) 3% if redeemed within 2 years from the date of issuance, (ii) 2% if redeemed within 3 to 5 years from the date of issuance, and (iii) 1% if redeemed within 6 to 7 years from the date of issuance. There shall be no prepayment penalty on the prepayment of the Series 2014 Warrant should the prepayment occur after upon or after 8 years of the date of issue.

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

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

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

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

No. R-_____

\$_____

UNITED STATES OF AMERICA

STATE OF ALABAMA

MONTGOMERY COUNTY

GENERAL OBLIGATION WARRANT
(Energy Conservation Project)
Series 2014

Subject to prior payment and other provisions as herein provided

The County Treasurer of Montgomery County in the State of Alabama (herein called the "County"), is hereby ordered and directed to pay to Regions Bank or registered assigns, to whom the County acknowledges itself indebted, the principal sum of

D O L L A R S

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

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

The principal of the Series 2014 Warrant is subject to redemption or prepayment prior to its stated maturity at any time, in whole or in part, at a redemption price equal to the par or face amount redeemed plus accrued interest thereon to the date of any such prepayment, plus a prepayment penalty as a percentage of the outstanding principal balance at the time of prepayment of (i) 3% if redeemed within 2 years from the date of issuance, (ii) 2% if redeemed within 3 to 5 years from the date of issuance, and (iii) 1% if redeemed within 6 to 7 years from the date of issuance. There shall be no prepayment penalty on the prepayment of the Series 2014 Warrant should the prepayment occur after upon or after 8 years of the date of issue.

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

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 2015	\$243,306.17
August 1, 2016	249,778.12
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August 1, 2024	308,151.63
August 1, 2025	316,348.46
August 1, 2026	324,763.33
August 1, 2027	333,402.04
August 1, 2028	342,270.53
August 1, 2029	351,374.92

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

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

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

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

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

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

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

MONTGOMERY COUNTY, ALABAMA

By: _____
Chairman of the County Commission

Attest:

By: _____
County Administrator

[S E A L]

CERTIFICATE OF REGISTRATION

This Series 2014 Warrant is registered on the registry books of Montgomery County, Alabama in the name of the person or entity shown below. Except as to certain payments which under the terms of the Series 2014 Warrant are to be made to certain former registered owners of the Series 2014 Warrant, the principal of and interest on the Series 2014 Warrant shall be payable only to or upon the order of the current registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of the Issuer</u>
_____	<u>Regions Bank</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Form of Assignment]

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

Dated this ____ day of _____, 20__.

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

Section 7. Execution and Registration of Series 2014 Warrant by the County. The Series 2014 Warrant shall be executed on behalf of the County by the Chairman of the Commission, whose signature shall be attested by the County Administrator. The seal of the County or of the Commission shall be impressed on the Series 2014 Warrant. Signatures on the Series 2014 Warrant by persons who are officers of the County at the times such signatures were written shall continue to be effective although such persons cease to be such officers prior to the

delivery of the Series 2014 Warrant, whether initially issued or issued upon a transfer of the Series 2014 Warrant. The Series 2014 Warrants shall be registered by the County Administrator in the records maintained by the County as claims against the County. Said officers are hereby directed so to execute, attest and register the Series 2014 Warrant.

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

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

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

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

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

Section 10. Replacement of Mutilated, Lost, Stolen or Destroyed Series 2014 Warrant. In the event the Series 2014 Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Series 2014 Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2014 Warrant, such

Series 2014 Warrant is first surrendered to the County and (b) in the case of any such lost, stolen or destroyed Series 2014 Warrant, there is first furnished to the County evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to it. The County may charge the named payee with the expense of issuing any such new Series 2014 Warrant.

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

Section 12. Creation of Special Account; Purposes for Which Moneys Therein May Be Expended. The County shall establish and maintain an account with the Bank, the full name of which shall be the "Montgomery County Energy Conservation Project Account," for the purposes of providing funds (i) to make the payments required to be made by the County under the Energy Services Contract and (ii) for payment of the expenses incurred in connection with the issuance and sale of the Series 2014 Warrant. The proceeds from the sale of the Series 2014 Warrant shall be deposited in such account and shall be paid out from time to time by or on behalf of the County for the said purposes. Moneys in such account shall be invested as directed by the County, and any earnings from such investments shall be paid into such account.

Section 13. Provisions Constitute Contract. The provisions of this resolution shall constitute a contract between the County and the holder of the Series 2014 Warrant.

Section 14. Execution of Ancillary Documents. The Chairman of the Commission and the County Administrator are hereby authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates (including, without limitation, a so-called "Tax Certificate") as may be necessary to consummate the issuance and sale of the Series 2014 Warrant and to carry out fully the financing authorized by this resolution.

Section 15. Tax Provisions. The County hereby designates the Series 2014 Warrant as a "qualified energy conservation bond" for purposes of Section 54D of the Internal Revenue Code of 1986, as amended (herein called the "Code"). The County covenants that it will comply with the provisions of the Code that must be satisfied in order for the Series 2014 Warrant to constitute a "qualified energy conservation bond" and a "qualified tax credit bond," as those terms are defined and used in the Code. Without limiting the generality of the foregoing, the County hereby covenants that 100% of the proceeds from the sale of the Series 2014 Warrant (plus investment proceeds, and minus the cost of issuance) will be used for qualified conservation purposes described under Section 54D(f)(1) of the Code. This covenant shall survive payment in full or defeasance of the Series 2014 Warrant.

Section 16. Provisions of Resolution Severable. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other portion of this resolution.

Tammy Nix

From: Clinton D. Graves <cgraves@gilpingivhan.com>
Sent: Thursday, May 29, 2014 2:54 PM
To: Tammy Nix
Cc: Donald Mims; Bonnie Hinson
Subject: Energy Project
Attachments: Authorizing Resolution (00722388-2x9D9C7).doc

Tammy,

Please find attached a draft of the Authorizing Resolution to approve the issuance of the County's General Obligation Warrant (Energy Conservation Project), Series 2014 in the maximum principal amount of \$4,414,110 for the purpose of financing the costs of the construction and implementation of the energy conservation measures as provided for in the Energy Conservation Project.

This resolution is in draft form and is to be considered for inclusion on the agenda of the June 16th meeting of the County Commission.

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

A LAW FIRM OF THE FIRM OF GILPIN GIVHAN, PC

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams
Chairman

Greg Clark
Executive Director

May 22, 2014

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

RE: Rural Planning Organization of Central Alabama

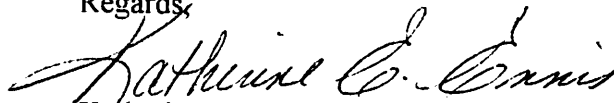
Mr. Mims:

As you may remember, in December 2013 our office contacted the County Commission requesting that one of their members be appointed to serve on the Policy Committee for the Rural Planning Organization of Central Alabama (RPOCA). The RPO is a transportation planning process serving the rural areas of Alabama and providing a formal link between ALDOT and local governments. At that time Commissioner Reed Ingram was selected to serve on the Committee.

In the past few months a number of amendments have been made to the proposed Bylaws. Under the newly revised Bylaws each county will have three (3) seats on the Committee: one elected official, one at-large member and the county engineer. We are now requesting that one additional member (the at-large member) be selected to serve on the Policy Committee. This person can be a citizen, another commissioner, a staff person, anyone you wish to appoint and who wishes to serve.

As we will be scheduling the Committee's first meeting for mid-July, we request that Montgomery County provide us with the name and contact information of the person selected for this position by June 25, 2014. If you need additional information, or to respond to this request, please contact me at (334) 262-4300 or kennis@carpdc.com.

Regards,



Katherine E. Ennis, AICP
Planning Director

cc: Elton N. Dean, Jr., Chairman Montgomery County Commission
George Speake, Montgomery County Engineer

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

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 29, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

District Attorney Darryl Bailey has requested the temporary designation and establishment (seventeen months) of One Dexter Plaza, located at One Court Square, as Montgomery County Administration Building and Courthouse Annex V.

I am requesting that the Commission approve this request at our meeting on June 16, 2014.

DLM/tn

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: May 19, 2014

RE: Amendment No. 4 to Contract 552110-05B-037
Preventive Maintenance on Security System

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

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

Attachment

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

AMENDMENT
TO
CONTRACT FOR SECURITY SYSTEM MAINTENANCE

Amendment No. 4

Date: May 19, 2014

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

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

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

WITNESS:

NORMENT SECURITY GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II 

DATE: May 19, 2014

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

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

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

Attachment

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 7

DATE: May 19, 2014

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

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

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

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

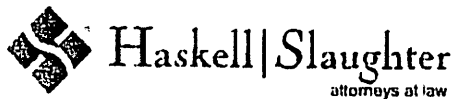
TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334 265.8573 | f. 334 264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TTA

TO: Donnie Mims

FROM: Tommy Gallion

DATE: May 28, 2014

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

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

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

50051-317

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

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

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

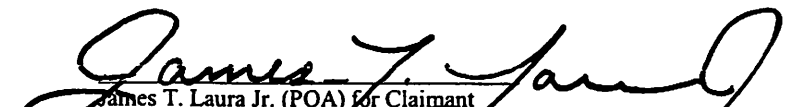
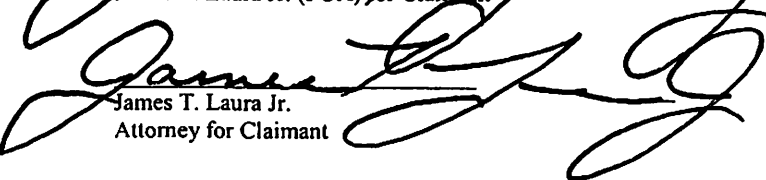
Said claim arises out of an accident that occurred on or about April 22, 2014 in Montgomery, Alabama on or near Eastern Blvd at or around 06:30 MT. On the day of the accident, Claimant was a passenger on a bus owned and/or operated by the Montgomery Area Transit Authority and/or the City of Montgomery.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

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

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

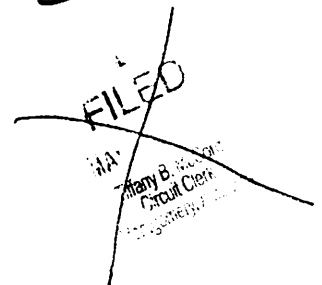
Claimant asks that the above addressed entities provide her with any information and/or documentation they have pertaining to the accident described herein. Claimant's counsel requested information from Alabama Municipal Insurance Corporation but AMIC representatives refused to provide the same. If any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

Dated this the 6th day of May, 2014.


James T. Laura Jr. (POA) for Claimant

James T. Laura Jr.
Attorney for Claimant

OF COUNSEL:

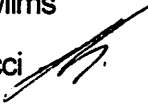
Shunnarah Injury Lawyers, P.C.
PO Box 1388
Mobile, AL 36633
P: 251.459.6336
F: 251.459.6387
E: jlaura@asilpc.com



12-2

ORIGINAL

Interoffice Memo

To: Donnie Mims
From: Lou Ialacci 
Cc: Tammy Nix
Date: May 20, 2014
RE: Authorization for Position Fill Requests

After the reclassification and reorganization were completed I had two long term employees retire. The plan presented in my February 12, 2014 memo to you and approved by the Commission in their March 10, 2014 meeting was to abolish the two job classifications for these individuals and replace them with existing classifications. The use of the current classifications will result in no additions to staff and a reduction in salaries.

I respectfully request your consideration and approval of the attached Position Fill Requests – one for an IT Engineer/Systems and one for a Clerk IV. The IT Engineer will replace the Specialist who was at the top of their pay grade and the Clerk IV will replace the Manager at very close to one half that salary.

Thank you and the Commission for all your support and cooperation. This will help me better manage our department and keep our salary levels under control.

End of Memo

ORIGINAL

Position Fill Request

DEPARTMENT: Information Systems

DEPARTMENT HEAD: Lou Ialacci

SUPERVISOR: Rodney Smith

COMPLETED ACTION DATES

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

1. POSITION TITLE: IT Engineer/Systems

POSITION NUMBER: 220272003 Class Code CO 0272

PROPOSED EFFECTIVE DATE: June 16, 2014

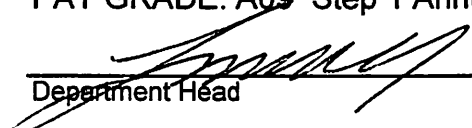
TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A09 Step 1 Annual \$48,225


Department Head

5/20/14
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

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: Information Systems

DEPARTMENT HEAD: Lou Ialacci

SUPERVISOR: Rodney Smith

1. POSITION TITLE: Clerk IV

POSITION NUMBER: 220004001 Class Code CO 0004

PROPOSED EFFECTIVE DATE: June 16, 2014

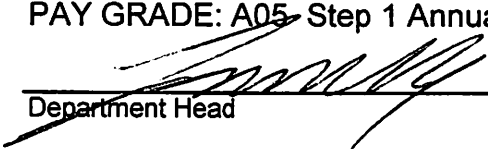
TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A05 Step 1 Annual \$30,785


Department Head

5/20/14
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

A Cut Above the Rest Training Facility

Mailing Office:

Post Office Box 161

Meridianville, Alabama 35759

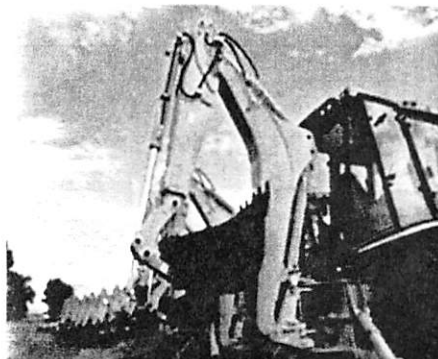
Facility Address:

1601 Dewey Street

Montgomery, Alabama 36104

(256) 690-4787 phone

(256) 929-1560 fax



Heavy Equipment Operations

This program will provide the training required for entry level employment in the constructions industry. Classroom and hands-on training will include basic land grading techniques, basic machine operational controls, heavy equipment maintenance, and safety procedures. Students will learn firsthand how to trench and lay different types of pipes, proper techniques to clearing and grading land, how to work with different materials and how to read and apply blueprints. They will also receive instruction and a proctor exam for OSHA 10 hour certificate.

Students will also learn math that will be used on construction sites, employability and life skills training (how to communicate with fellow workers and supervisors, basic computer skills, resume building, mock interviews, interview tips).

Students will also be provided the required personal safety equipment to include: hard hat, safety goggles, gloves, safety vest, and steel toe work boots.

There will be a case manager on site to assist the student in procuring employment after graduation. Upon employment placement the case manager will follow the graduates' employment progress up to 9 months.

Everything the student needs to go from classroom to employment will be provided during the 6 weeks of instruction. 40 hours of safety, employment and job skills instruction along with 200 hours of construction equipment instruction.

The cost of the six week class is \$3000.00 This cost includes 240 hours of equipment/classroom instruction, all instructional material, OSHA 10 hr. exam, needed safety equipment, hands-on training and case management.

A CUT ABOVE THE REST TRAINING FACILITY

Immediate Budget

• Electricity hookup	\$ 845
• Water and sewer hookup	100
• Ceiling tiles (13 cases)	407
• Commodes (2)	150
• Faucet sets (3)	370
• Vinyl floor covering	1200
Includes backing and glue	
• Window blinds replacements (3)	60
• Small refrigerator for student use	300
• Small microwave for student use	80
• Office chairs (2)	100
• Window air conditioners (3)	1500
• Classroom tables (11)	750
• Classroom chairs (21)	400
• Classroom printers (2)	998
• Classroom computers (5)	2000
• Storage cabinet	200
• Office landline phone setup	100
• Fax/scanner	100
• Box of paper	30
• Board of Directors liability insurance	1000
• Printing cost of student classroom workbooks (21 copies-70 pages)	1500
• Miscellaneous office/student supplies	100
• Miscellaneous repair supplies (paint, nails, fascia board, window)	400
• Plywood (10 sheets)	300
• Fuel (diesel/gas)	500
• Private school license requirement	2500
• Printer ink	200
• Vinyl facility sign	100
 TOTAL	 \$16290

BUDGET DETAIL

A. Equipment

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
1. Training equipment over \$5,000		
▪ 310SJ 4WD Backhoe Used		50000
▪ Dump Truck Used		15000
▪ Low Boy Trailer Used		13000
▪ Installation of required diesel tanks & initial fill-up		10000
• Industry specific tools		15000
• Monthly diesel refill	12 months x \$2000 month	24000
• 10 CAT backhoe simulators		60000

TOTAL \$187,000

B. Supplies & Misc

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
A. Office Supplies (under \$5,000)		
• Post-its - 12/pack	5 @\$ 4.59 each	22.95
• 1½ x 2 yellow		
• Sign here flags - 2/pack	5 @ 4.49	22.45
• Bright arrows	5 @ 3.19	15.95
• 3x3 Yellow Flags – 12/pack	5 @ 5.29	26.45
• Packaging tape w/ dispenser	5 @ 4.99	24.95
• Double-stick tape w/ dispenser	5 @ 4.59	22.95
• Tape dispenser	5 @ 3.99	19.95
• 3/8" magic tape – 6/pack	2 @ 21.99	43.98
• ½" magic tape – 2/pack	5 @ 3.49	17.45
• ¼" magic tape – 2/pack	5 @ 3.99	19.95
• White-out	4 @ 9.99	39.96
• Quick dry plus – 8/pack		
• Liquid paper correction pens -	4 @ 6.99	27.96
• 4/ pack		
• Liquid glue	30 @ 1.59	47.70
• Tombow liquid glue pen		
• Paper clips –vinyl coated	20 @ 1.09	21.80
• 100 pack		
• Ideal clamps - 50/box	20 @ 1.49	29.80
• MMF Wedgie Security Pen	2@5.29	10.58
• Papermate G Force ball pens –	10 @ 3.99	39.90

2/pack		
• Bic round stic pens-36/pack	20 @ 2.69	53.80
• EXPO2 Low odor dry erase markers – 4/pack	20 @ 4.29	85.80
• Sharpie Twin tip permanent markers – 4/pack	10 @ 5.69	56.90
• Marks lot retro assorted chisel – 10/pack	5 @ 9.99	49.95
• Rubber bands-Assorted – 1.5 oz	40 @ .69	27.60
• Staples – Smooth grip stapler bonus pack	10 @ 6.99	69.90
• Economy ref. view binders 1”	100 @ 1.99	199.00
• Economy ref. view binders 1 1/2”	50 @ 2.99	149.50
• Economy ref. view binders 2”	50 @ 3.99	199.50
• Economy ref. view binders 3”	50 @ 4.99	249.50
• Binder clips – 30 assorted	20 @ 2.59	51.80
• Folders – Office Depot legal manila 100/box	50 @5.99	299.50
• Envelopes - No 10 500/box	50 @ 15.99	799.50
• Envelopes -9x12 peel /seal	30@13.99	419.70
• Legal pads 8 1/2 x14 canary-12/pack	50 @ 8.99	449.50
• Printer ink B&W and Color-twin Packs	70 @ 72.72	5,090.40
• CD R/W disks -10 pack	50@14.99	749.50
• Name Tags/Badges	2000 @ \$51.99 per 100	1,039.80
• Copy/Xerox Paper	100 cartons@29.99	2,999.00
B. Classroom Training Supplies (under \$5,000)		
• Desks		1500
• Chairs		400
• Curriculum		4500
C. Computers		
• Laptop		
• 21 Dell Precision Workstations	Dell Computer Pricing 21 @\$1,000	21,000
D. Printers		
• 4 Printers	Dell Computer Pricing 4 @\$499	1996
E. Stationary/Envelopes/Business Cards		1200
F. Office		
• 3 desks and chairs		1500
• 3 networked computers, including printer with DSL connection/router		2750
• Furniture set		2050
• Conference room table and chairs		4000
• Filing cabinets and shelving		300

• Office landline phone	Yearly	600
• Fax/Scanner		500
G. Safety Equipment	160 units per year (1 unit = hard hat, safety glasses, work boots, safety vest)	32,000
H. Xeroxing	.05 @ 100,000 copies	5,000
I. Brochure Design and Printing	Two (2) diverse (1) multi-fold brochure design and printing of 7,000 brochures	6,000
J. Postage	1 year	1,100
K. Insurance liability for property	1 year	5,000
L. Utilities	1 year	24,000
M. Website Maintenance	1 year	600
N. Board of Directors Liability Insurance – State Farm	Yearly	1,000
O. Facility repairs to convert into classroom from church		10,312
P. Security fence around equipment		5,000
Q. Training materials (dirt,sand,gravel)		5,000
R. Equipment instructor	Yearly (2080 hours)	41,600
S. Case Manager salary	Yearly (2080 hours)	31,200

TOTAL \$223,603

Budget Summary

<u>Budget Category</u>	<u>Amount</u>
A. Equipment	\$187,000
B. Supplies/Misc/Salary	\$223,603

TOTAL YEARLY BUDGET \$ 410,603 First Year

(After the first year the budget will be reduced by \$223,808 for yearly budget of \$207,095)

Current Sources of Leveraging Funding			
Funding Sources	Award Date	Date Available	Amount
Alabama Department of Vocational Rehabilitation – Huntsville Startup equipment Commitment letter available	2011	2011	\$60,000
Water Front Construction, LLC Commitment letter available In-kind services for input and planning	2012	2014	TBD
Pike Road Office Space Commitment letter available	March 2012	2012-present	\$15,000
Workability Advisor-In-kind for planning Commitment letter available	March 2012	2012- present	\$60,000
Travel to prison sites within the State In-kind from Executive Director and Board President	2011	2011- present	\$45,000

Tammy Nix

From: nida and associates <nidap2010@hotmail.com>
Sent: Tuesday, May 27, 2014 9:03 AM
To: Tammy Nix; donniemims@mc-ala.org
Subject: A Cut Above the Rest Training Facility Yearly Budget
Attachments: budget May 2014.doc

Tammy,

Sent this to Donnie also but can you make sure he receives a copy of this email just in case my email got caught by his filter.

Thank you,
Juanida Pitts



THE CIRCUIT COURT OF MONTGOMERY COUNTY

TIFFANY B. MCCORD
Circuit Clerk
Tiffany.mccord@alacourt.gov
(334) 832-1260

PHELPS-PRICE JUSTICE CENTER
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667

May 13, 2014

Hon. Elton Dean, Chairman
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

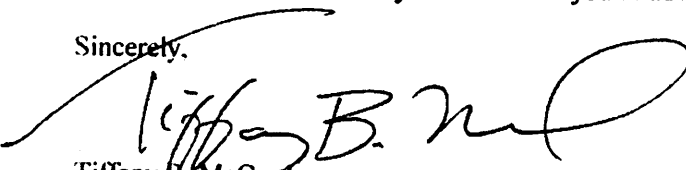
Dear Chairman Dean:

I have submitted estimates and plans for improvements in the Circuit Clerk's office to Donnie Mims, County Administrator. These plans include safety glass for the front counter, a lavatory and new cubicles throughout the office. The cost is as follows:

Construction project (Safety Glass and Lavatory)	\$	75,000.00
Cubicles	+	<u>142,581.34</u>
Total	\$	217,581.34

By this letter, I am requesting the appropriation of funds for these items. I welcome any questions you may have regarding this request and I ask that I be placed on the agenda at the next County Commission meeting to discuss this with you all. Thank you in advance for your consideration.

Sincerely,


Tiffany B. McCord
Montgomery County Circuit Clerk

Tammy Nix

From: PH&J Architects <phjarch@bellsouth.net>
Sent: Thursday, April 03, 2014 4:17 PM
To: Donald Mims
Subject: Circuit Clerk Teller Windows and Private Toilet
Importance: High

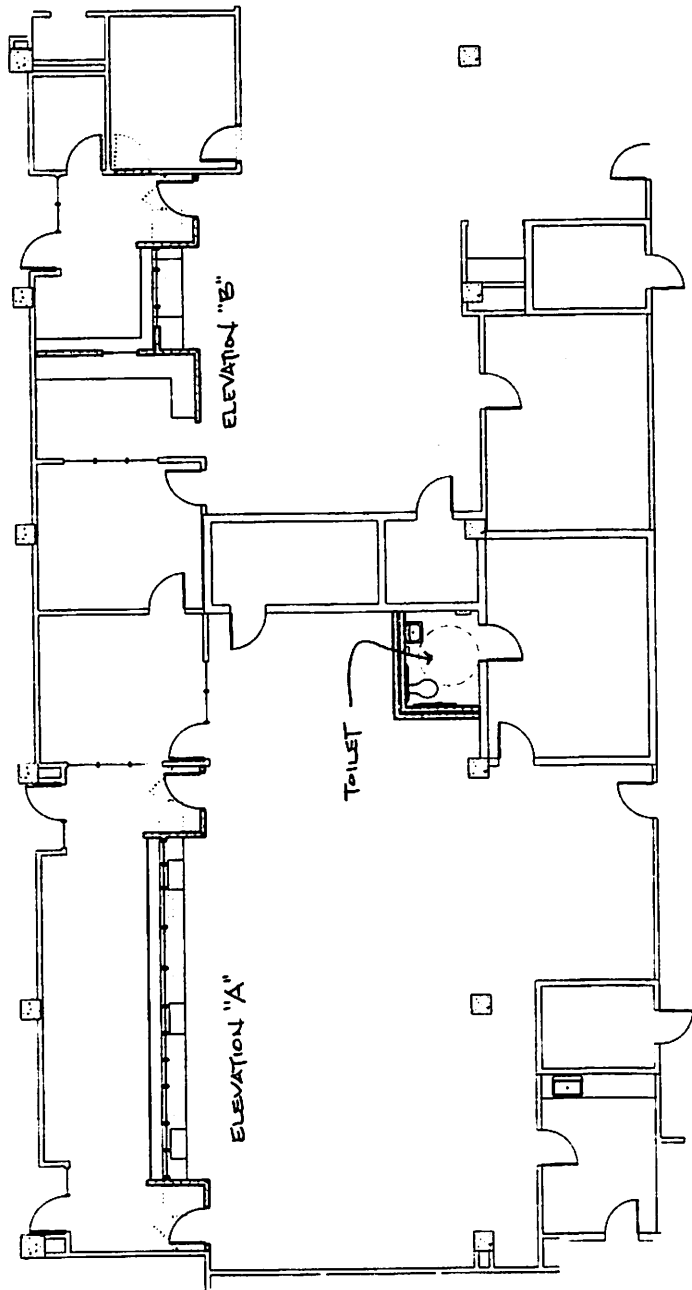
Donnie,

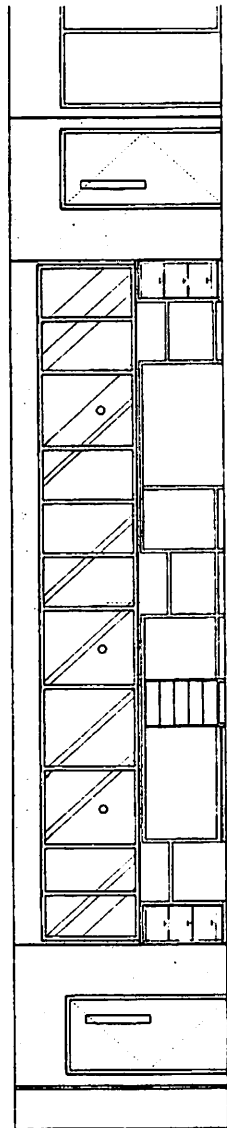
The projected budget for securing the Circuit Clerks teller line is \$50,000.00 to \$60,000.00 and the private toilet would be an additional \$25,000.00. We will have to get back with you as to a schedule, but if the commission is ready to get started, we can assign someone to start preparing documents for the bid package.

Thanks, Patrick Addison and Griffin Harris

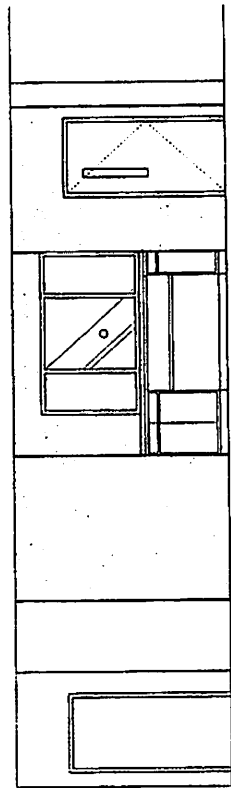


PH&J Architects, Inc
807 S McDonough Street (36104)
PO Box 215 (36101)
Montgomery, AL
Phone 334-265-8781
Fax 334-265-9208

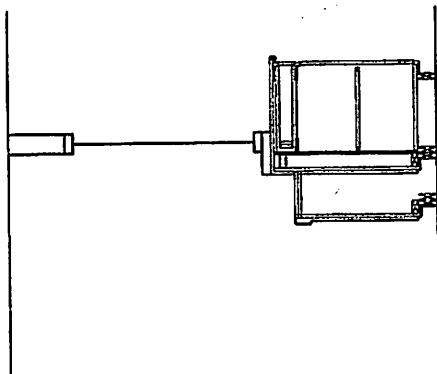


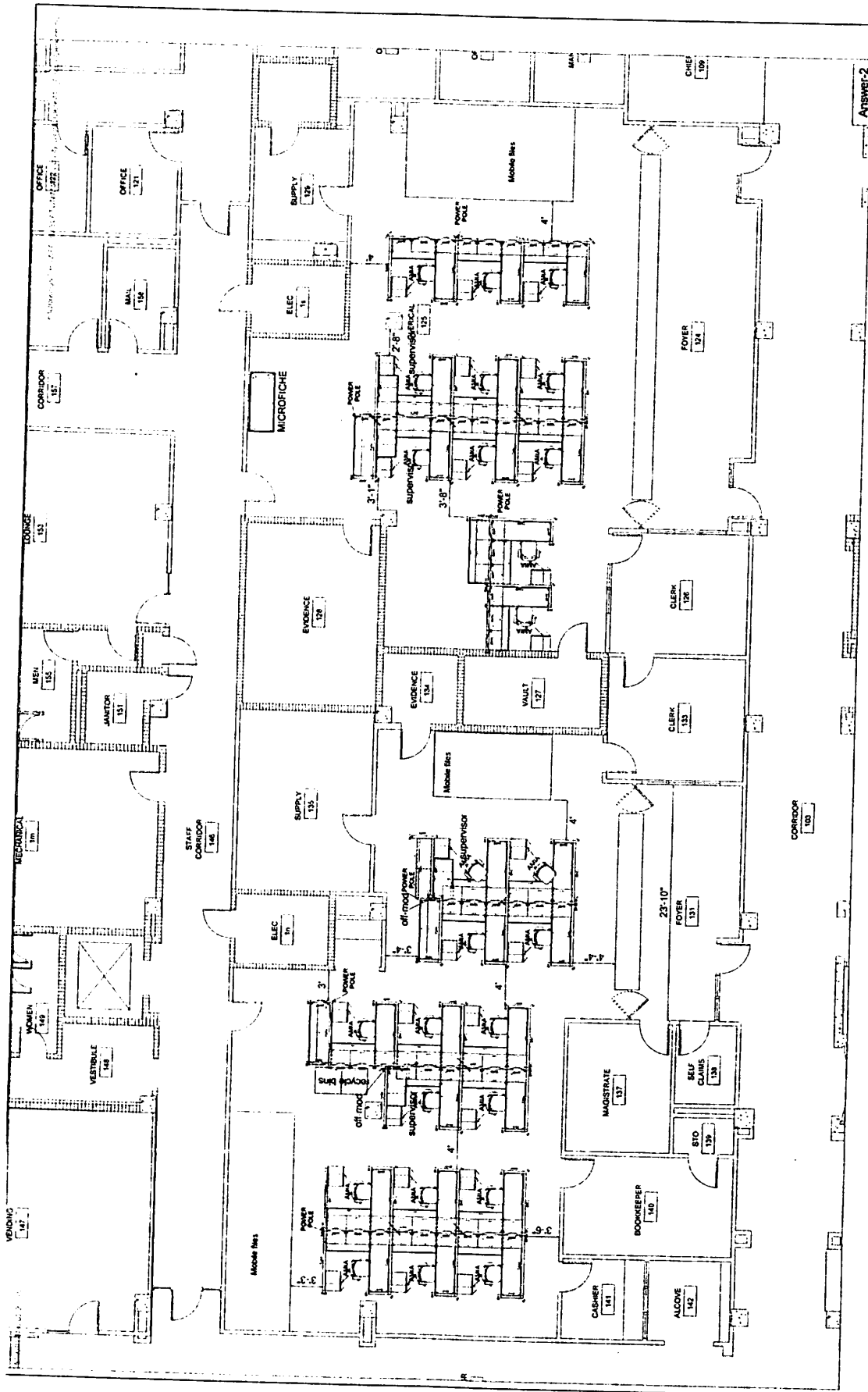


ELEVATION "A"



ELEVATION "B"

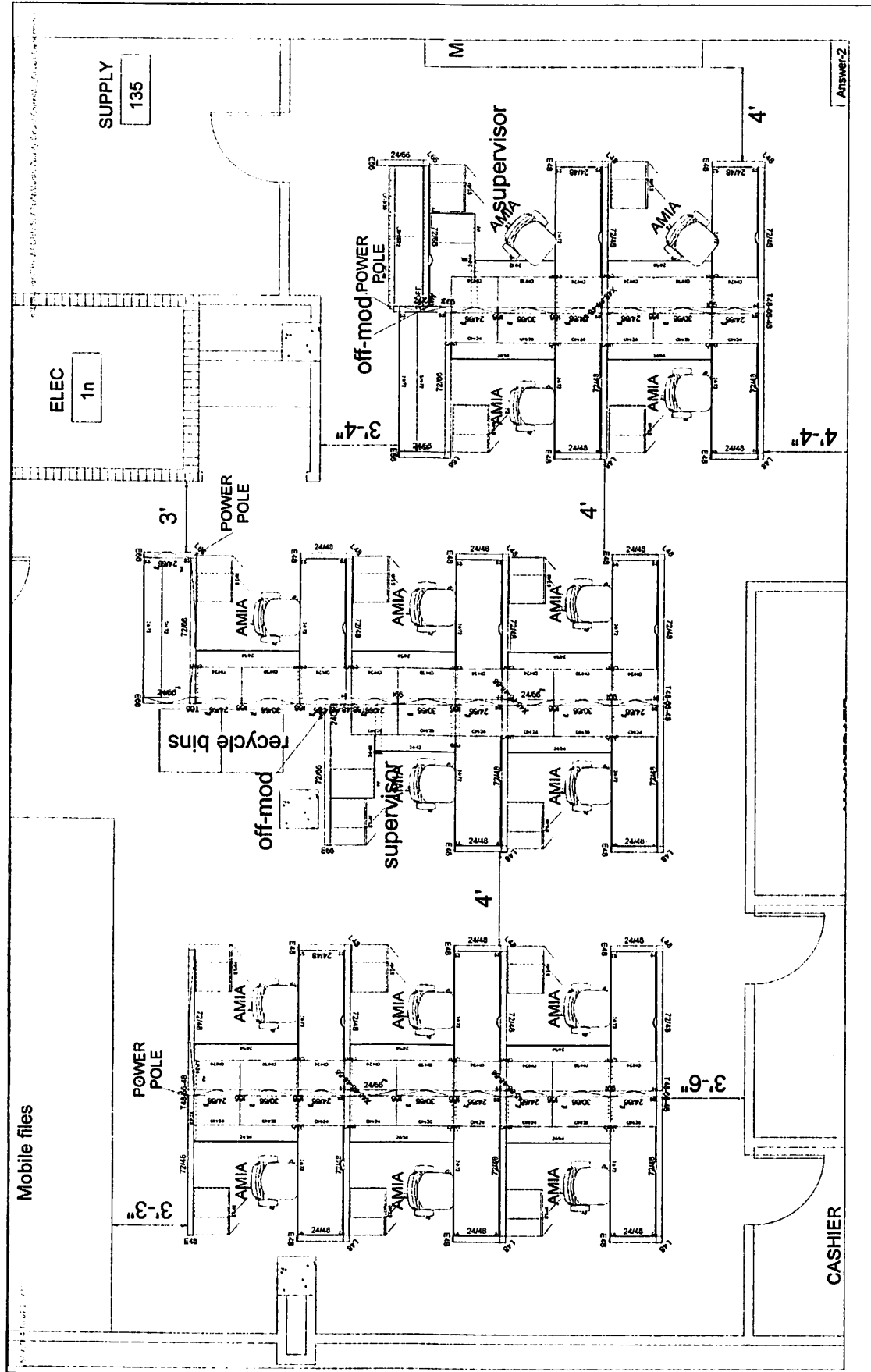




Montgomery County
Montgomery County Courthouse - First Floor
Circuit Clerk

Date Created: April 10, 2014
Revised: 4.18.14, 4.28.14, 5.7.14
Drawn By: LDunn, RID, ASD
c:\Drawings\CRAWFORD SLATON\Montg County\Circuit Clerk\MC_Circuit Clerk.dwg

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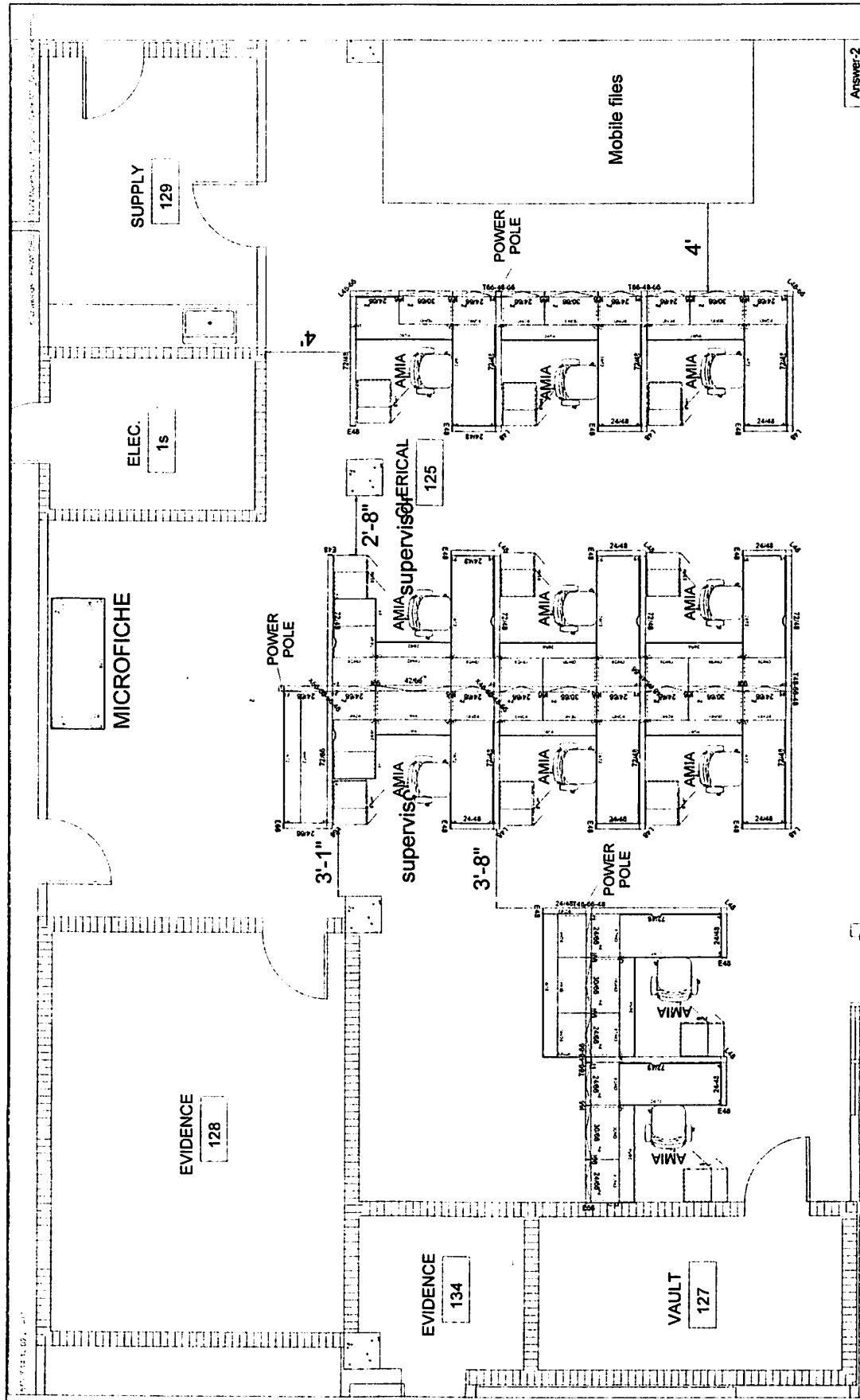


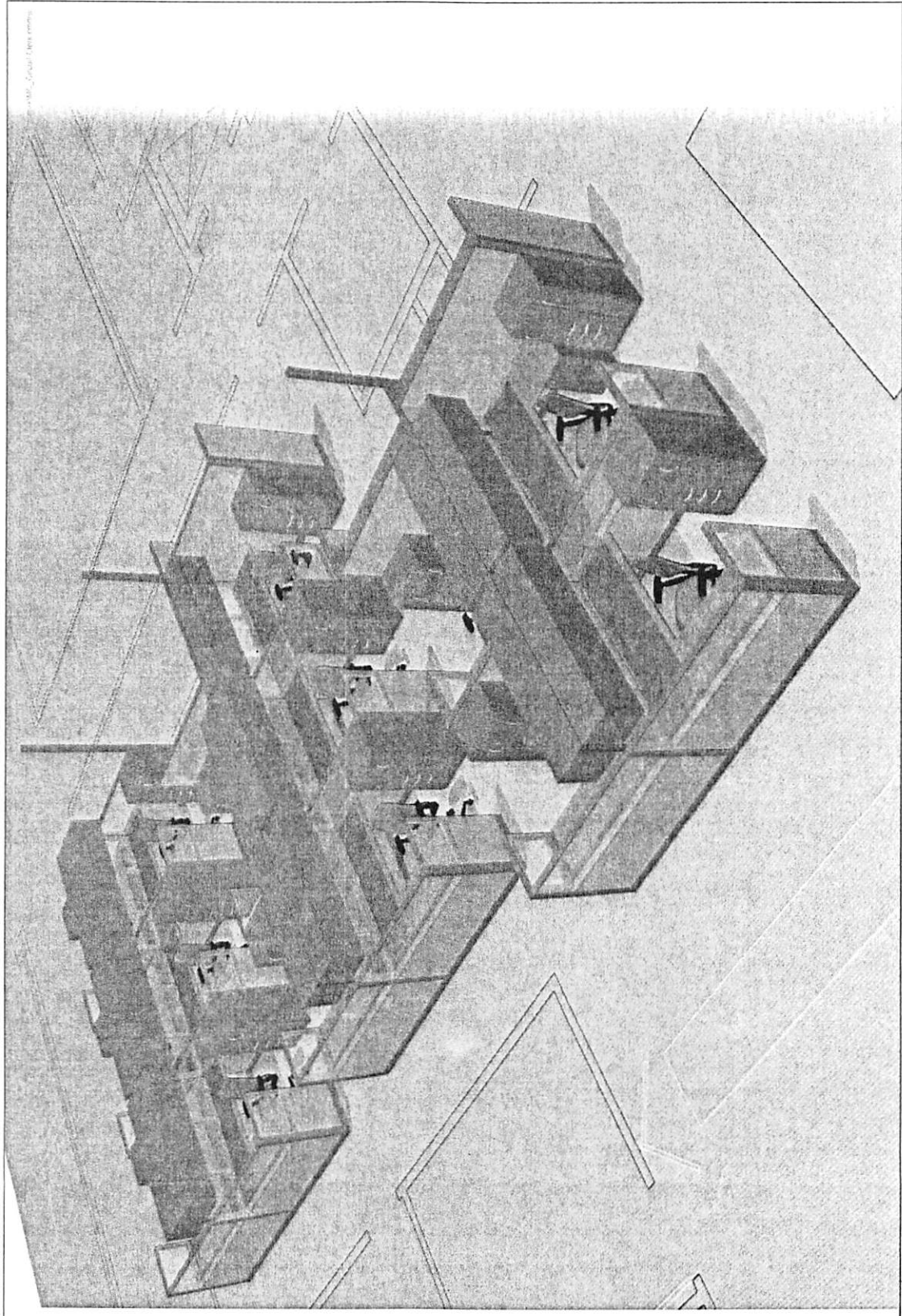
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Date Created: April 10, 2014
 Revised: 4.18.14; 4.28.14; 5.7.14
 Drawn By: LDunn, RID, ASID
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 Clerk\MC_Circuit Clerk.cdw

Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk





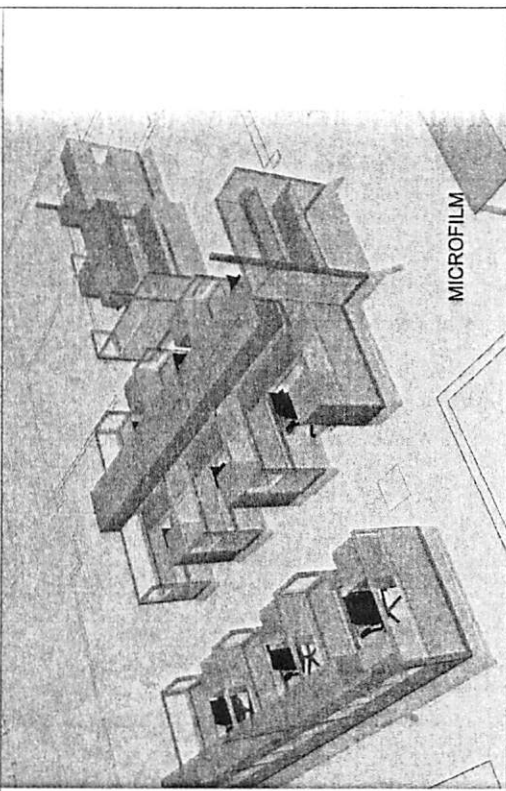
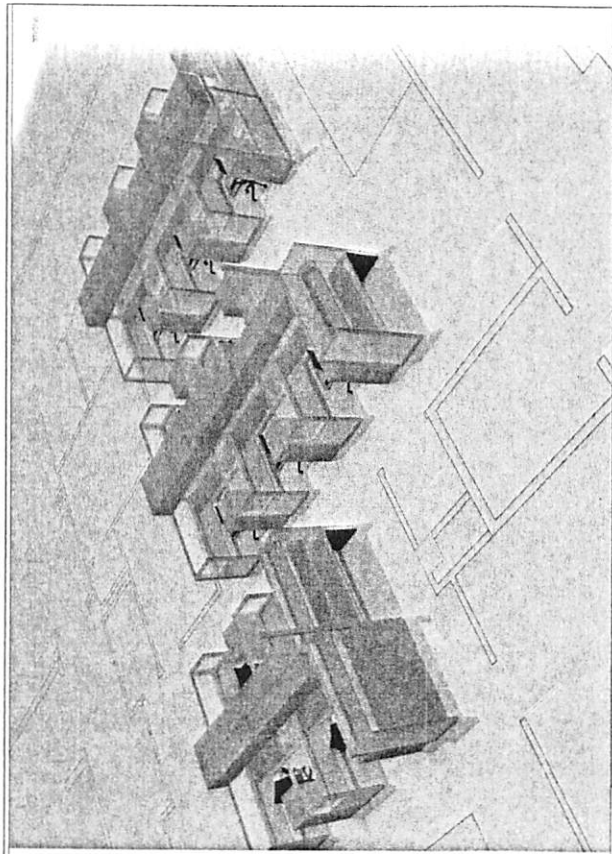


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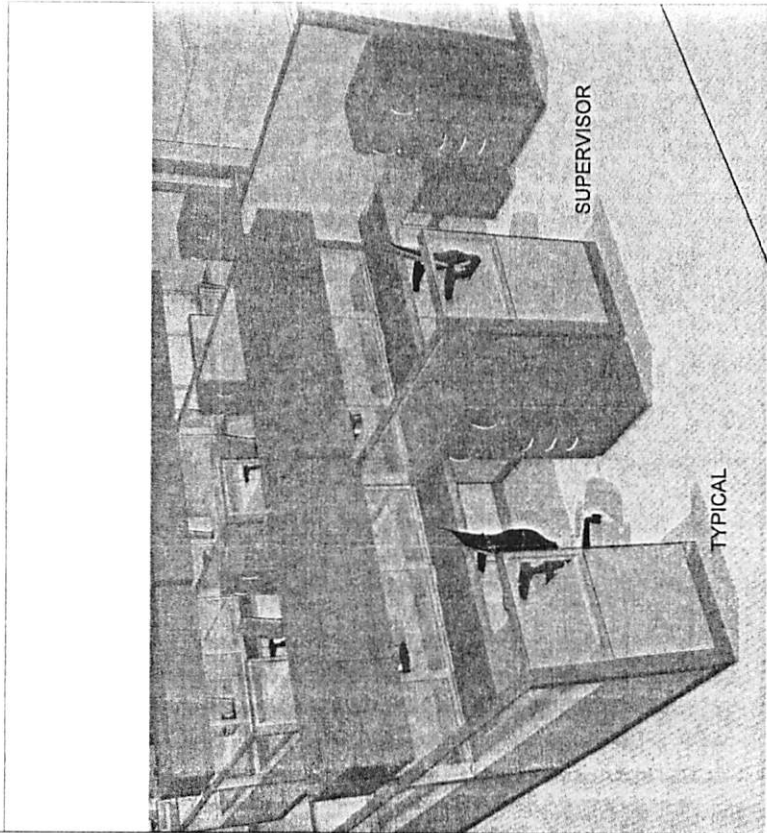
Date Created: April 10, 2014
 Revised: 4.16.14; 4.28.14; 5.7.14
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 Clerk\M.C. Circuit Clerk.cdw

Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk

OfficeWorks
 2400 Shawnee Drive
 Suite 100
 214.250.0111



MICROFILM



SUPERVISOR

TYPICAL

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Date Created: April 10, 2014
 Revised: 4/18/14; 4/28/14; 5/7/14
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Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk

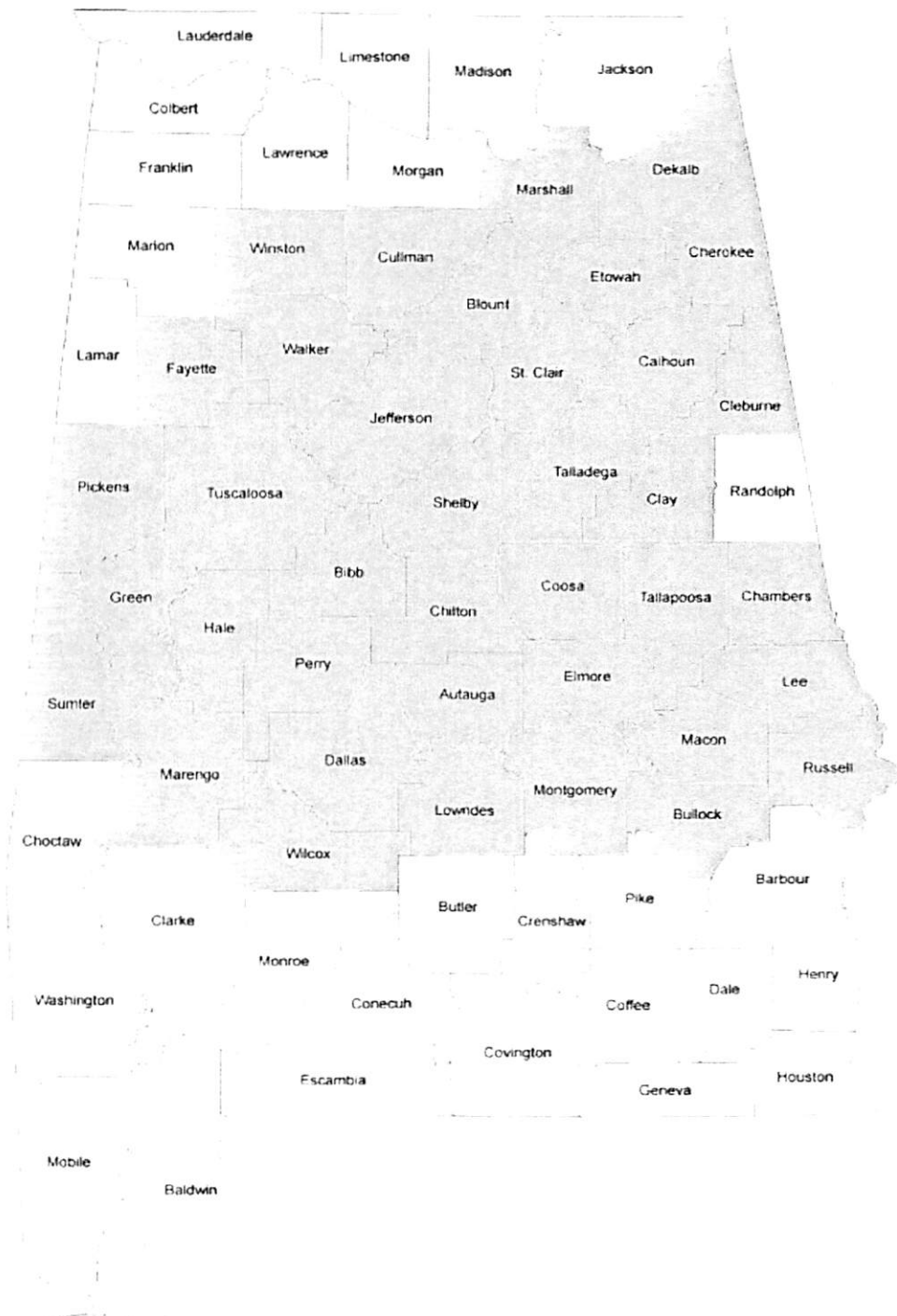
OfficeWorks
 2075 S. 10th Ave.
 Suite 100
 Mesa, AZ 85204
 Phone: 480-277-7777

**Kid One Transport
River Region Advisory Board Meeting
May 20, 2014
11:30 a.m.
Alabama Road Builders Association**

- | | | |
|------|-------------------------------|-----------------|
| I. | Welcome | Tom Layfield |
| II. | Financial Report | Matt Holdbrooks |
| III. | Transport Report | Alison Wingate |
| IV. | Service Area Expansion | Tom Layfield |
| V. | Transporter Triathlon History | Pat Harris |
| VI. | Triathlon Discussion | ALL |
| | a. Date | |
| | b. Location | |
| | c. Promotion | |
| | d. Sponsors | |
| VII. | Adjourn | |



Service Area





TRANSPORTING CHILDREN TO BETTER HEALTH

2013-2014 River Region Transport Comparison

	1/1/13-12/31/13 Transports	1/1/14-4/30/14 Transports
Autauga	115	25
Elmore	109	18
Lowndes	177	58
Macon	51	29
Montgomery	3,974	1,091
Total	4,426	1,221

Services provided to the following Facilities:

2020 OPHTHALMIC ASS.	BAPTIST EAST REHAB
ADOLESCENT PEDIATRICS	BAPTIST FAMILY MEDICINE
AFFORDABLE EYE WEAR	BAPTIST SOUTH- MONTGOMERY
AL DEPT OF REHAB SERVICES	BEHAVIORAL MEDICINE
ALABAMA ARTIFICIAL LIMB	BELL ROAD EYEWEAR
ALABAMA OPHTHAMOLOGY ASS.	CARMICHAEL IMAGING
ALABAMA ORTHOPEDIC SPORTS MEDICINE	CENTER FOR CHILD & ADOLESCENT
ALABAMA PEDIATRIC DENTISTRY	CENTRAL ALABAMA OB/GYN & ASSOC.
ALL ABOUT KIDS	CENTRAL ALABAMA UROLOGY ASS.
AMERICAN FAMILY CARE	CHILDREN'S ADOLESCENT PEDIATRIC
ASSOCIATED PSYCHOLOGIST	CHILDREN'S REHAB SERVICE
AUS SPEECH & HEARING	CHISHOLM FAMILY HEALTH
BAPTIST EAST- MONTGOMERY	CLARK & ASSOCIATES PSYCHIATRY

DENTAL CONCEPTS
DR. ELMER D. ROQUE
DR. GERARDO GONZALES, MD
DR. GLORIA MASSEY
DR. GRIFFIN
DR. HENRY JOHNSON, MD
DR. KATRICE THOMAS FAMILY DENTISTRY
DR. MACKEY
DR. MCCORVEY
DR. MORGAN
DR. OGUNBI
DR. PALMER
DR. PAYNE
DR. UNDERWOOD- OPTOMETRY
DR. WHITTINGTON, COREY & GENTRY
DR. WILLIAM SUMNER
DRS. ZIMMERMAN & PENA
EAST MONTGOMERY FAMILY PRACTICE
EASTER SEAL- MONTGOMERY
EYE TEC
GOODE BUILDING
HAZEK RIT RADIATION/ONCOLOGY
HEALTH SERVICES
HEALTHY SMILES
JACKSON HOSPITAL
JACKSON HOSPITAL PT
JACKSON IMAGING CENTER
LISTER HILL HEALTH CENTER
MONTGOMERY ALLERGY & ASTHMA
MONTGOMERY AREA MENTAL HEALTH

MONTGOMERY COUNTY HEALTH DEPT
MONTGOMERY EYE PHYSICIAN
MONTGOMERY IMAGING
MONTGOMERY OB/GYN ASS.
MONTGOMERY OTOLARYNGOLOGY
MONTGOMERY PEDIATRIC ASS.
MONTGOMERY PEDIATRIC DENTAL & ORTHO
MONTGOMERY PRIMARY HEALTH DEPT.
MONTGOMERY RHEUMATOLOGY ASS.
MONTGOMERY SICKLE CELL CLINIC
OB-GYN ASSOCIATES OF MONTGOMERY
OB-GYN ASSOCIATES OF MTG SYDNEY CURVE
ORAL & MAXILLOFACIAL SURGERY
PALMER PSYCHIATRIC SERVICES
PEDIATRIC NEPHROLOGY OF ALABAMA
PEDIATRICS SPECIALIST OF MONTGOMERY
PHYSICIANS FOR WOMEN
PHYSICIANS TO CHILDREN
PRIMARY EYE CARE
RETINA SPECIALISTS MONTGOMERY
RIVER REGION HEALTH CENTER
RIVER REGION PSY. CTR.
SCHAEFFER EYE CENTER- MONTGOMERY
SHARPER VISION EYEWEAR
SICKLE CELL FOUNDATION
SMALL SMILES
SOUTHERN ORTHOPEDIC SURGERONS
SOUTHSIDE FAMILY HEALTH
TOOTH ZONE- MONTGOMERY

	Jan-Dec 13	Jan-Dec 12	Difference	Jan-Dec 13	Annual Budget	Difference
Income						
CIVIC GROUP	8,473	18,662	(10,189)	8,473	25,000	(16,527)
CORPORATE	146,136	96,427	49,709	146,136	120,000	26,136
Corporate (In Kind)	81,246	84,380	(3,134)	81,246	-	81,246
FOUNDATION/GRANTS	250,388	373,375	(122,987)	250,388	275,000	(24,612)
INDIVIDUAL DONATION	54,177	74,107	(19,930)	54,177	55,000	(823)
INDIVIDUAL DONATION (In kind)	61	501	(440)	61	-	61
MEDICAID VOUCHERS	183,414	129,842	53,572	183,414	125,000	58,414
RELIGIOUS ORGANIZATIONS	16,450	18,570	(2,120)	16,450	20,000	(3,550)
STATE AGENCY	115,000	25,000	90,000	115,000	50,000	65,000
MUNICIPAL	123,751	63,375	60,376	123,751	70,000	53,751
OTHER INCOME	43,771	18,558	25,213	43,771	12,000	31,771
SPECIAL EVENTS	210,180	244,675	(34,495)	210,180	225,000	(14,820)
Special Events (In Kind)	-	49	(49)	-	-	-
COUNTY ASSISTANCE	21,412	27,013	(5,601)	21,412	30,000	(8,588)
INTEREST INCOME	1,000	384	616	1,000	1,200	(200)
FEDERAL GRANT	50,000	150,000	(100,000)	50,000	100,000	(50,000)
DIVIDEND INCOME	23	88	(65)	23	-	23
Gain/Loss on Security Sale	-	7,251	(7,251)	-	-	-
Total Income	1,305,481	1,332,257	(26,775)	1,305,481	1,108,200	197,281
Expense						
OFFICE PHONE SERVICE	9,924	8,158	1,766	9,924	8,100	1,824
OFFICE MAINTENANCE/REPAIRS	-	109	(109)	-	250	(250)
Office Maint/Repairs (In-Kind)	-	-	-	-	-	-
OFFICE EQUIPMENT/MAINTENANCE	18,756	27,181	(8,425)	18,756	7,500	11,256
Office Equip/Maintenance (In-Kind)	-	-	-	-	-	-
OFFICE SUPPLIES/POSTAGE	7,352	6,591	761	7,352	6,500	852
OFFICE SUPPLIES/POSTAGE (In-Kind)	-	157	(157)	-	-	-
BANK FEES	2,854	3,022	(168)	2,854	2,200	654
PROFESSIONAL/CONSULTING FEE	20,489	5,800	14,689	20,489	7,000	13,489
LEGAL AND ACCOUNTING	10,205	9,373	833	10,205	10,500	(295)
LEGAL AND ACCOUNTING (In kind)	-	888	(888)	-	-	-
CONTRACT LABOR	9,000	8,746	254	9,000	9,000	-
COUNTY/LEASE PROPERTY TAX	-	191	(191)	-	250	(250)
GENERAL INSURANCE	55,620	47,365	8,255	55,620	47,000	8,620
RENTAL EXPENSE	30,552	25,314	5,238	30,552	32,400	(1,848)
STAFF	601,663	558,327	43,336	601,663	570,000	31,663
PAYROLL TAXES	52,111	47,243	4,868	52,111	49,500	2,611
BENEFITS	38,496	34,798	3,698	38,496	35,000	3,496
WORKERS COMP INS	12,760	8,668	4,092	12,760	10,500	2,260
UNIFORMS	562	450	112	562	1,500	(938)
UNIFORMS (In-kind)	-	91	(91)	-	-	-
TRAINING/TRAVEL	600	1,289	(689)	600	2,000	(1,400)
Training/Travel (In-Kind)	-	-	-	-	-	-
PRINTING	6,294	3,521	2,772	6,294	5,000	1,294
Printing (In-Kind)	-	22	(22)	-	-	-
ADVERTISING	3,143	5,165	(2,022)	3,143	3,500	(357)
Advertising (In-Kind)	-	-	-	-	-	-
MEETINGS / MEALS / CATERING	28,450	24,355	4,095	28,450	30,000	(1,550)
Meeting/Meals/Catering (In-Kind)	29	36	(7)	29	-	29
HUMAN RESOURCES/PR OUTSOU	1,800	446	1,354	1,800	2,000	(200)
AWARDS / GIFTS	21,561	5,573	15,988	21,561	6,000	15,561
Awards/Gifts (In-Kind)	-	89	(89)	-	-	-
FLOWERS / DÉCOR / ENTERTAINM	5,844	2,746	3,098	5,844	3,500	2,344
Flowers/Décor/Entertainment (In-Kind)	-	28	(28)	-	-	-
MISC SPECIAL EVENTS EXPENSE	5,212	1,854	3,358	5,212	2,500	2,712
Special Events (In-Kind)	-	-	-	-	-	-
VEHICLE LOAN/PURCHASE	81,246	83,401	(2,155)	81,246	-	81,246
Vehicle Loan/Purchase (In-Kind)	-	-	-	-	-	-
VEHICLE FUEL	140,618	142,188	(1,571)	140,618	150,000	(9,382)
Vehicle Fuel (In Kind)	-	-	-	-	-	-
VEHICLE MAINTENANCE/DETAILIN	13,434	17,106	(3,672)	13,434	15,000	(1,566)
Vehicle Maintenance (In-Kind)	32	203	(171)	32	-	32
VARIOUS VEHICLE EXPENSES	3,474	1,183	2,291	3,474	1,200	2,274
VARIOUS VEHICLE EXPENSES (In-	-	11	(11)	-	-	-
MILEAGE REIMBURSEMENT	54	-	54	54	300	(246)
SAFETY SUPPLIES	642	1,001	(358)	642	1,000	(358)
Safety (In-Kind)	-	5	(5)	-	-	-
ON BOARD TECHNOLOGY	16,153	17,152	(999)	16,153	16,000	153
On Board Technology (In-Kind)	-	-	-	-	-	-
DUES AND PERMITS	1,855	2,279	(424)	1,855	2,300	(445)
DUES AND PERMITS (In-Kind)	-	-	-	-	-	-
MISCELLANEOUS	503	474	29	503	500	3
INTEREST EXPENSE	2,034	2,263	(229)	2,034	2,000	34
Bad Debt Expense (Audit Only)	-	4,941	(4,941)	-	-	-
Total Expense	1,203,319	1,109,801	93,518	1,203,319	1,040,000	163,319
Net Income before Depreciation	102,162	222,456	(120,293)	102,162	68,200	33,962
Depreciation	57,820	113,758	(55,938)	57,820	65,000	(7,180)
Net Income after Depreciation	44,343	108,698	(64,356)	44,343	3,200	41,143
Unrealized Gain on Investment	1,191	(34,301)	35,492	1,191	-	-
	45,534	74,397	(28,863)	45,534	3,200	41,143

Kid One Transport
Board Report
Jan - March 2014

	Jan-Mar 14	Jan-Mar 13	Difference	Jan-Mar 14	YTD Budget	Difference	Annual Budget
Income							
CIVIC GROUP	1,330	3,800	(2,470)	1,330	4,000	(2,670)	15,000
CORPORATE	50,032	16,739	33,293	50,032	46,500	3,532	150,000
Corporate (In Kind)	-	-	-	-	-	-	75,000
FOUNDATION/GRANTS	147,629	88,546	59,083	147,629	100,000	47,629	300,000
INDIVIDUAL DONATION	16,592	11,737	4,855	16,592	18,500	(1,908)	60,000
INDIVIDUAL DONATION (In Kind)	-	-	-	-	-	-	-
MEDICAID VOUCHERS	33,083	30,188	2,895	33,083	41,500	(8,417)	216,000
RELIGIOUS ORGANIZATIONS	7,800	4,850	2,950	7,800	3,500	4,300	20,000
STATE AGENCY	15,000	27,500	(12,500)	15,000	22,500	(7,500)	80,000
MUNICIPAL	-	20,707	(20,707)	-	25,000	(25,000)	100,000
OTHER INCOME	1,965	1,410	556	1,965	8,000	(6,035)	25,000
SPECIAL EVENTS	132,796	134,348	(1,552)	132,796	170,000	(37,204)	225,000
Special Events (In Kind)	-	-	-	-	-	-	-
COUNTY ASSISTANCE	-	2,000	(2,000)	-	3,000	(3,000)	25,000
FEDERAL GRANT	-	-	-	-	-	-	50,000
INTEREST INCOME	-	38	(38)	-	250	(250)	1,000
DIVIDEND INCOME	-	6	(6)	-	-	-	-
Total Income	406,227	341,867	64,360	406,227	442,750	(36,523)	1,342,000
Expense							
OFFICE PHONE SERVICE	3,019	2,178	841	3,019	2,250	769	9,000
OFFICE MAINTENANCE/REPAIRS	867	-	867	867	500	367	500
Office Maint/Repairs (In-Kind)	-	-	-	-	-	-	-
OFFICE EQUIPMENT/MAINTENANCE	10,963	5,872	5,091	10,963	7,256	3,707	29,000
Office Equip/Maintenance (In-Kind)	-	-	-	-	-	-	-
OFFICE SUPPLIES/POSTAGE	2,116	2,618	(502)	2,116	1,750	366	8,500
OFFICE SUPPLIES/POSTAGE (In-kind)	-	-	-	-	-	-	-
BANK FEES	-	1,312	(1,312)	-	700	(700)	2,800
PROFESSIONAL/CONSULTING FEES	500	5,064	(4,564)	500	3,000	(2,500)	7,000
LEGAL AND ACCOUNTING	325	-	325	325	-	325	9,200
LEGAL AND ACCOUNTING (In kind)	-	-	-	-	-	-	-
CONTRACT LABOR	1,500	2,250	(750)	1,500	2,250	(750)	9,000
COUNTY/LEASE PROPERTY TAX	-	-	-	-	90	(90)	250
GENERAL INSURANCE	17,917	14,691	3,226	17,917	12,000	5,917	48,000
RENTAL EXPENSE	9,138	7,638	1,500	9,138	9,125	13	36,500
STAFF	148,119	132,334	15,785	148,119	157,845	(9,726)	684,000
PAYROLL TAXES	15,003	14,042	961	15,003	13,680	1,323	54,720
BENEFITS	7,374	7,984	(610)	7,374	11,250	(3,876)	45,000
WORKERS COMP INS	5,044	5,844	(800)	5,044	3,000	2,044	12,000
UNIFORMS	739	-	739	739	700	39	2,000
TRAINING/TRAVEL	450	137	314	450	-	450	3,000
Training/Travel (In-Kind)	-	-	-	-	-	-	-
PRINTING	3,395	457	2,938	3,395	2,600	795	6,000
Printing (In-Kind)	-	-	-	-	-	-	-
ADVERTISING	3,385	1,902	1,483	3,385	2,500	885	3,500
Advertising (In-Kind)	-	-	-	-	-	-	-
MEETINGS / MEALS / CATERING	33,833	26,081	7,752	33,833	26,500	7,333	27,000
Meeting/Meals/Catering (In-Kind)	-	-	-	-	-	-	-
HUMAN RESOURCES/PR OUTSOURCE	450	450	-	450	500	(50)	2,000
AWARDS / GIFTS	671	2,090	(1,419)	671	4,500	(3,829)	10,000
Awards/Gifts (In-Kind)	-	-	-	-	-	-	-
FLOWERS / DÉCOR / ENTERTAINMENT	2,556	5,053	(2,497)	2,556	5,000	(2,444)	6,000
Flowers/Décor/Entertainment (In-Kind)	-	-	-	-	-	-	-
MISC SPECIAL EVENTS EXPENSES	800	689	111	800	2,000	(1,200)	3,500
Special Events (In-Kind)	-	-	-	-	-	-	-
VEHICLE LOAN/PURCHASE	-	-	-	-	-	-	-
Vehicle Loan/Purchase (In-Kind)	-	-	-	-	-	-	75,000
VEHICLE FUEL	28,007	32,998	(4,991)	28,007	32,500	(4,493)	150,000
Vehicle Fuel (In Kind)	-	-	-	-	-	-	-
VEHICLE MAINTENANCE/DETAILING	17,526	1,785	15,741	17,526	3,750	13,776	15,000
Vehicle Maintenance (In-Kind)	-	-	-	-	-	-	-
VARIOUS VEHICLE EXPENSES	475	2,566	(2,091)	475	375	100	1,500
MILEAGE REIMBURSEMENT	141	-	141	141	75	66	300
SAFETY SUPPLIES	887	259	627	887	250	637	1,000
Safety (In-Kind)	-	-	-	-	-	-	-
ON BOARD TECHNOLOGY	2,821	4,881	(2,060)	2,821	5,250	(2,429)	21,000
On Board Technology (In-Kind)	-	-	-	-	-	-	-
DUES AND PERMITS	575	535	40	575	600	(25)	2,400
DUES AND PERMITS (In-Kind)	-	-	-	-	-	-	-
MISCELLANEOUS	136	-	136	136	100	36	500
INTEREST EXPENSE	164	206	(42)	164	70	94	250
Bad Debt Expense (Audit Only)	-	-	-	-	-	-	-
Total Expense	318,898	281,915	36,983	318,898	311,966	6,932	1,285,420
Net Income before Depreciation	87,329	59,952	27,377	87,329	130,784	(43,454)	56,580
Unrealized Gain on Investment	-	384	(384)	-	-	-	-
Depreciation	5,417	13,857	(8,440)	5,417	8,764	(3,347)	50,000
Net Income after Depreciation	81,913	46,479	35,434	81,913	122,020	(40,107)	6,580

KID ONE TRANSPORT SYSTEM
Summary Balance Sheet
As of March 31, 2014

	<u>Mar 31, 2014</u>
ASSETS	
Current Assets	
Checking/Savings	574,194.35
Accounts Receivable	279,302.99
Line of Credit	76,897.26
Other Current Assets	69,273.02
Total Current Assets	<u>999,667.62</u>
Fixed Assets	<u>77,957.15</u>
TOTAL ASSETS	<u><u>1,077,624.77</u></u>
 LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	(1,469.83)
Credit Cards	(1,084.08)
Other Current Liabilities	15,789.86
Total Current Liabilities	<u>13,235.95</u>
Long Term Liabilities	<u>1,471.96</u>
Total Liabilities	14,707.91
Equity	<u>1,062,916.86</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,077,624.77</u></u>

SPONSORSHIP AGREEMENT

My company, _____ is honored to commit to the following sponsorship for the Third Annual Transporter Triathlon benefiting Kid One Transport on September 7, 2013 at THE Waters, Pike Road, Alabama.

_____ Platinum (presenting sponsor)	\$7,500 - \$10,000
_____ Gold sponsor	\$5,000 - \$7,499
_____ Silver sponsor	\$2,500 - \$4,999
_____ Bronze sponsor	\$250- \$1, 500
_____ Awards sponsor	\$2,000
_____ Numbers sponsor	\$2,000
_____ other donation	\$

Contact person: _____

Signature: _____

Email: _____

Company Address: _____

Phone(s): _____

Please return form to: Matt Holdbrooks at Kid One Transport
3535 7th Court South, Birmingham, AL 35222
Fax: 205-978-1019
Email: mholdbrooks@kidone.org
Direct: 205-978-1001

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
June, July, August 2014**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>JUNE, 2014</u>				
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
52110-10C-018 (Rebid)	Emergency Medical Service	Sheriff's Office	Hayne's Ambulance	June 30, 2014
52110-05B-037 (Rebid)	Preventive Maintenance Security Components	Sheriff's Office	Norment Security	June 30, 2014
<u>JULY, 2014</u>				
51901-12B-001 (Renewable)	Custodial Services Care Here & Community Corrections	Support Services	American Facility Svc.	July 31, 2014
51901-12B-016 (Renewable)	Custodial Services Annex III	Support Services	Penn & Sons, Inc.	July 31, 2014

51901-13B-021 (Renewable)	Custodial Services Probate, Revenue Substations	Support Services	Penn & Sons, Inc.	July 31, 2014
51901-13B-019 (Renewable)	Grass Cutting Svc	Support Services	Humphries Lawn Svc	July 31, 2014
52200-11B-007 (Rebid)	Inmate Phone System	Detention Facility	Securus	July 31, 2014
<u>AUGUST, 2014</u>				
51901-11C-021 (Rebid)	Preventive Maintenance	Support Services	Climate Service	August 14, 2014
51100-13B-024 (Renew)	Pest Control Svcs.	County Commission	Topco Pest Control	August 31, 2014
52200-11B-013 (Rebid)	Inmate Uniforms	Detention Facility	Robinson Textiles	August 31, 2014
51965-11B-018 (Rebid)	Internet Service	Information Systems	TW Telecom of Alabama	August 31, 2014

A CUT ABOVE the REST TRAINING FACILITY (CARTF)



A CUT ABOVE the REST TRAINING FACILITY (CARTF)

The training facility is located at:

- 1601 Dewey Street, Montgomery, Alabama

Endorsements include:

- State of Alabama Governor, Robert Bentley
- Alabama Department of Corrections, Commissioner Kim Thomas
- Montgomery County Community Corrections, Director Paul Brown
- State of Alabama Senator, Cam Ward
- ADECA, Director Jim Byard, Jr.

Will be performing 10 hours of in-kind commercial lawn service a month to the City of Montgomery

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Why open a training facility in Montgomery?

- 10 state facilities within a county radius of Montgomery (highest concentration of state prisons).
- 284 new commits within a four month timeframe from surrounding counties (includes Autauga, Elmore, Lowndes, Crenshaw, Pike, Bullock, Macon and Montgomery).
- 10 % of the prison population gets released on the community correction program within their prospective county. With the number of new commits/% of community corrections releases, there is the possibility of approximately 70 students per year just within the community corrections jurisdiction alone within and around Montgomery County.
- Not only will the students learn life skills and a job skill but, they will become positive community contributors by paying wage taxes, supporting local merchants and possibly becoming property owners.

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Juanida Pitts – Executive Director

- Successful construction business owner in Mobile, AL 1975 – 1995
- Incarcerated March 1996 – April 2010
- Co-owns A Cut Above the Rest Lawn Care, Huntsville, AL January 2011
- Co-owns Central Alabama Lawn Group, Montgomery, AL April 2014
- Received certification from National Institute of Corrections as Offender Employment Specialist, November 2012
- Governor Appointed member of Commission of Girls and Women in the Criminal Justice System as Institutional Re-entry Specialist, September 2012

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Melinda Ricketts – Chair, Board of Directors

- Software Engineer, US Federal Government, 1980-1998
- Software Engineer, The Boeing Company, 1999-2007
- Incarcerated November 2007 – March 2010
- Co-owns A Cut Above the Rest Lawn Care, Huntsville, AL January 2011
- Co-owns Central Alabama Lawn Group, Montgomery, AL April 2014
- Received certification from National Institute of Corrections as Offender Employment Specialist, November 2012

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Purpose:

A non profit organization developed to provide life skill classes and heavy equipment and commercial lawn equipment skill training to individuals currently and previously under law enforcement jurisdiction and veterans.

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Mission:

CARTF's mission is to provide classroom and hands-on training to individuals entering society after incarceration and veterans within the commercial lawn care and heavy construction equipment fields. They will be taught a multitude of job skills and life skills that will allow the students to be self-sufficient and facilitate their ability to become productive members of society

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

- CARTF will be the only training facility of its kind within the State of Alabama
- Lack of true competition will make CARTF the premier source for training

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

- Initially, eight (8) rotating classes with twenty (20) students per class
- Using Alabama's cost of incarcerated inmate (\$17,118), the facility has the potential of saving the State of Alabama \$2.7 million annually
- Have a strong evaluation component in order to conduct research to establish the project as an evidence based program that can be replicated in other areas of Alabama as well as other states

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

There is a critical need for the proposed program due to the following problems:

1. High recidivism rate among ex-felons in Alabama
 - There are currently approximately 12,600 inmates released per year with 24.7% returning within 3 years for a \$53million state budget burden.
 - Revolving door syndrome

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Ex-felons have found upon their release it is difficult to obtain employment because of their felony conviction(s). They find it difficult to support themselves and/or their family. Upon their release, they are once again relying upon the State of Alabama for support.

The job outlook for heavy equipment operators is projected to have a 23% increase between the years 2010 and 2020 (U.S. Bureau of Labor Statistics, 2010)

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

There is a critical need for the proposed program due to the following problems: (cont.)

2. Lack of education
 - Educational opportunities which can lead to a competitive wage are imperative for a successful re-entry plan. Over 60% of the individuals incarcerated in Alabama have not completed high school or received their GED (Criminal Justice Reform in Alabama-Part One: 45)

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

There is a critical need for the proposed program due to the following problems: (cont.)

3. Lack of training facilities in Alabama with a focus of ex-felons as one of their primary target population.
 - Similar facility, Alabama Construction Recruitment Institute only educates students on the value of learning a trade and inspire them to consider a career as a skilled tradesman such as, electrician, plumber, crane operator, etc.

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

Our students will not only have classroom and hands-on training with different types of commercial equipment but, will also have classroom training in the following areas:

- OSHA rules and regulations
- Computer skills
- Money Management
- Resume building
- Interview tips
- Cognitive Behavior class

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“the Alabama Governor’s Office recognizes the importance of the safe and successful return of formerly incarcerated individuals to the community.””this office is pleased to endorse A Cut Above the Rest Training Facility, Inc. and its effort to make a positive change in the State of Alabama.”

State of Alabama Governor, Robert Bentley, August 31, 2012

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“The Alabama Department of Corrections recognizes the importance of successful reintegration of formerly incarcerated individuals into society. A Cut Above the Rest Training Facility will certainly impact the recidivism rate in the State of Alabama in a positive manner. The facility will provide needed job skills, workforce training and job placement assistance to formerly incarcerated state prisoners. This facility's training program is unique and is needed within the State of Alabama.

The Alabama Department of Corrections believes that this program will improve public safety and reduce the burden on taxpayers by reducing the number of individuals re-incarcerated in the State of Alabama. For these reasons, this office is pleased to endorse A Cut Above the Rest Training Facility and their effort to make a positive change in the State of Alabama.”

Alabama Department of Corrections, Commissioner Kim Thomas, February 14,
2013

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“The proposed program will provide much needed training not only for the State but also for former offenders, who often need additional support to find sustainable employment. It brings me great pleasure to endorse your efforts to provide innovative and relevant training to our citizens.”

Alabama Department of Economic and Community Affairs,
Jim Byard, Jr., Director, August 20, 2012

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“The proposed training that “A Cut Above the Rest Training Facility” intends to offer this population is a widely sought after set of skills which I predict will be necessary for the future development of our local and regional economy. “

Montgomery County Community Corrections Department,
Paul Brown, Executive Director, July, 2012

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“Your rehabilitation program was very impressive. We need more non-profit’s like this in Alabama. I look forward to working with you both of you in the future. Your success will save money and lives in Alabama.”

Senator Cam Ward, State of Alabama, November, 2012