

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
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TDD (334) 265-3568
www.mc-ala.org

August 14, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *dim*
County Administrator

SUBJECT: Information pertaining to the August 18, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, August 18, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed is your packet is a new legal opinion dated August 7, 2014 regarding janitorial bids.

The Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 18, 2014 at 12:15 p.m. at their office.

The next County Commission meeting will be held on Tuesday, September 2, 2014. County offices will be closed on Monday, September 1, 2014 in observance of Labor Day.

1-1 County Commission Information Session Schedule for August 18, 2014

Waived Rules Items to Consider for August 18, 2014

Consider Budget Change Requests (8)

- 2-1 County Commission Appropriations – Request Number 27, 28 and 29
- 2-4 Engineering Department – Request Number 12
- 2-5 Parks and Recreation Department – Request Number 1
- 2-6 Youth Facility – Request Numbers 3, 4 and 5
- 3-1 Consider Bid Award for Radio Tower, Bid No. 52110-14B-018, Sheriff's Office
- 4-1 Consider Cooperative Agreements for the State Homeland Security Grant Program, Grant Number 1MMR (FY2011 - \$134,381.67) and Grant Number 2LEL (FY2012 - \$718.33), Sheriff's Office

- 5-1 Consider Relocation of the Polling Place for Precinct 503 from Strata Church to Lapine Baptist Church and Related Agreement, Probate Judge's Office (Elections)

Items to Consider for September 2, 2014 Agenda

- 6-1 Consider Grant Agreement with the Alabama Department of Economic and Community Affairs regarding Weatherization Assistance Program, Grant Agreement Number LIWAP-028-14 in the amount of \$50,466, County Commission
- 7-1 Consider Payment of Invoice from the City of Montgomery regarding a Legal Fee Invoice from Rushton Stakely Johnston & Garrett concerning Hyundai Electric Systems Alabama, Inc., in the amount of \$34,145.42 (40% of 85,363.55), County Commission
- 8-1 Presentation of the Proposed 2014-2015 Operating Budget, County Commission

Personnel Actions

- 9-1 **New Request:** Copy of Position Fill Request for Clerk Typist II, Position Number 179, Sheriff's Office
- 10-1 **New Request:** Copy of Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 160, Sheriff's Office
- 11-1 **New Requests:** Copies of Position Fill Requests – Detention Facility (3)
- (1) Corrections Officer Trainee/Corrections Officer, Position Number 23
 - (2) Corrections Officer Trainee/Corrections Officer, Position Number 30
 - (3) Corrections Officer Trainee/Corrections Officer, Position Number 186
- 12-1 Copy of Memorandum from Sheriff D.T. Marshall regarding Retired RSA Corrections Officers, Detention Facility
- 13-1 **New Request:** Copy of Position Fill Request for Customer Service Clerk, Position Number 800016015, Revenue Commissioner's Office

General Information

- 14-1 Copy of Memorandum from Chief Information and Technology Officer Lou Ialacci regarding Six-Month Review of the City and County Goals/Projects for the Joint Management of Information Technology, Telecommunications and Radio Functions
- 15-1 Copy of Letter from Alabama Retired State Employees' Association/Alabama Public Employees Advocacy League requesting the Commission to Fund the 2014 Retiree Bonus and Adopt a Related Resolution

Montgomery County Commission

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August 14, 2014

- 16-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 17-1 Copies of Revenue Reports for July 2014 from Tax and Audit Department
- 18-1 Copy of Population Report for July 2014 for the Mac Sim Butler Detention Facility
- 19-1 Copy of Census and Fiscal Report for July 2014 for Community Corrections
- 20-1 Copies of Detailed Accounts Payables, paid 8/8/14; subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
AUGUST 18, 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. Chief Deputy Derrick Cunningham – Presentation regarding Bid Award for Radio Tower **(Waived Rules Item 3-1)**, Homeland Security Grants **(Waived Rules Item 4-1)**, Position Fill Requests **(Personnel Action Items 9-1, 10-1, and 11-1)** and Population Report for Detention Facility **(Information Item 18-1)**
- 8:20 a.m. Director of Elections Daniel Baxter - Relocation of the Polling Place for Precinct 503 from Strata Church to Lapine Baptist Church and Related Agreement **(Waived Rules Item 5-1)**
- 8:35 a.m. Mayor Todd Strange and Chief Information and Technology Officer Lou Ialacci – Six-Month Review of the City and County Goals/Projects for the Joint Management of Information Technology, Telecommunications and Radio Functions **(Information Item 14-1)** and Briefing regarding Information Systems Operations
- 8:45 a.m. City-County Library Director Juanita Owes – Presentation regarding Closing of Pine Level Branch Library
- 9:00 a.m. County Engineer George Speake – Briefing regarding Engineering Operations
- 9:15 a.m. Attorney Robert Gilpin with Gilpin Givhan – Presentation regarding Project Agreement with the City and County of Montgomery and RLM properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth concerning Economic Development Project **(Agenda Item Number 1)**
- 9:30 a.m. Formal Session of County Commission
- 10:15 a.m. Chief Deputy Derrick Cunningham – Presentation regarding ReadyOp System for Event Planning, Control and Communications **(No Attachments)** and RSA Corrections Officers **(Personnel Action Items 12-1)**
- 10:30 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Weatherization Assistance Program Grant **(Future Agenda Item 6-1)**
- 10:45 a.m. Finance Director Sherrill Thomas – Presentation regarding Payment of Invoice from the City of Montgomery concerning a Legal Fee Invoice for the Hyundai Electric Systems Alabama, Inc. Project **(Future Agenda Item 7-1)** and Proposed 2014-2015 Operating Budget **(Future Agenda Item 8-1)**
- 12:00 p.m. Adjourn
- 12:15 p.m. Extension Office Luncheon and Annual Report to the Commission

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 27

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	8/6/2014
DATE:	8/6/2014	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Homeland ATL Grant Revenue	125-40000.44708	(51,000)	(30,000)	(81,000)
Homeland Grant contract services	125-52611.304	51,000	30,000	81,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Budget for a Homeland Security Cooperative Agreement grant approved August 4, 2014.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 28

DEPARTMENT:	County Comm Appropriations	REVIEWED: S. Thomas	8/14/2014
DATE:	8/14/2014	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
Montgomery Co Board of Education- Southlawn Elementary	001-58100.498	0	10,000	10,000
Donation Revenue	001-40000.47701	(88,790)	(10,000)	(98,790)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(88,790)	0	(88,790)

JUSTIFICATION:

Appropriation to Southlawn Elementary School to help replace playground equipment destroyed by fire.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 29

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	8/14/2014
DATE:	8/14/2014		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
Central Alabama Sports Commission, Inc.	001-57600.450	0	100,000	100,000
Fund Balance	001.35900	0	(100,000)	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	100,000

Appropriation to Central Alabama Sports Commission, Inc., for Raycom Media Camellia Bowl College Football Game to be held at Cramton Bowl in Montgomery, which Promotes Tourism and Related Economic Benefits to Montgomery County.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT: Engineering	REVIEWED: S. Thomas	8/13/14
	Finance Director	Date
REQUESTED BY: George C. Speake	APPROVED:	
Elected Official/Dept. Head	8/12/2014 Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Electricity	111-53200-244	10,400	500	10,900
Water & Sewer	111-53200-246	1,500	(500)	1,000
Contract Services	111-53300-304	1,800	500	2,300
Fuels & Lubricants	111-53300-212	159,500	(500)	159,000
Office Supplies	111-53600-211	7,000	500	7,500
Copy Machine Rental	111-53600-223	6,700	1,000	7,700
Telephone	111-53600-251	2,300	(1,000)	1,300
Legal Services	111-53600-305	6,000	(500)	5,500
Contract Services	111-53700-304	500	100	600
Fuels & Lubricants	111-53700-212	16,300	(100)	16,200
TOTAL		212,000	0	212,000

JUSTIFICATION:

Internal transfers to cover insufficiencies

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Parks & Rec.	REVIEWED:	S. Thomas
			7/30/2014
			Finance Director
REQUESTED BY:	James Williams	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Main.-Buildings	008-57200-231	9,000	(5,000)	4,000
Office Supplies	008-57200-211	1,000	3,000	4,000
Contract Services	008-57200-304	12,200	2,000	14,200
				0
				0
TOTAL		22,200	0	22,200

JUSTIFICATION:

To realign budget categories to cover expenses for two computers for Flatwood and pool rental for Kershaw YMCA.

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	8/8/2014
DATE:	8/4/2014	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head	Administrator		Date	

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MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2014-4

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	8/8/2014
DATE:	8/4/2014		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
Administrative Expense	001-52604-499	20,000	(14,000)	6,000
Misc. Supplies	001-52604-219	5,000	4,000	9,000
Copy Machine Rental	001-52604-223	0	2,000	2,000
Contract Services	001-52604-304	20,000	8,000	28,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		45,000	0	45,000

JUSTIFICATION:

Realign Youth Facility Camp Davis State Funds budget categories to cover expenses.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2014-5

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	8/8/2014
DATE:	8/4/2014		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
Salaries	001-52603-110	142,390	(21,000)	121,390
Retirement	001-52603-121	15,822	(2,000)	13,822
Health Insurance	001-52603-123	33,900	(5,000)	28,900
Medical & Dental services	001-52603-158	3,000	(1,000)	2,000
Drugs & Medical supplies	001-52603-206	3,000	(1,000)	2,000
Travel & Training	001-52603-265	15,000	(5,000)	10,000
Misc. Supplies	001-52603-219	8,000	2,500	10,500
Copy machine rental	001-52603-223	8,500	2,500	11,000
Repair & Maint. Vehicles	001-52603-234	15,000	9,000	24,000
Postage	001-52603-252	3,000	2,000	5,000
Cellular Service	001-52603-255	23,000	8,000	31,000
Contract Services	001-52603-304	75,000	11,000	86,000
				0
				0
				0
				0
TOTAL		345,612	0	345,612

JUSTIFICATION:

Realign Youth Facility Regional Detention State Funds budget categories to cover expenses.

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 14, 2014

SUBJECT: Bid No. 52110-14B-018
Radio Tower

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the low bid of Hurricane Electronics for \$125,199.03. With the 3% preference considered, Hurricane Electronics represents the lowest bid for this item. Please place this on the agenda for the County Commission meeting on August 18, 2014. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall

Attachment

OUTSIDE VENODR - Aluma Tower Company, Inc.

\$124,460.00

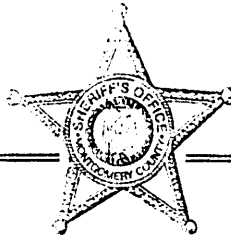
X 1.03

\$128,193.80

LOCAL VENDOR – Hurricane Electronics of Montgomery, LLC.

\$125,199.03

D.T. MARSHALL, SHERIFF



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

August 11, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Radio Tower Bid
52110-14B-018

Communications is key to all first responders in the event of a natural disaster. This radio tower can be moved to different parts of the County or to different regions in the surrounding counties in the event that it is needed. The tower is constructed of aluminum, mounted on a trailer, and will require no building in which to store the unit.

Attached please find the specifications of the proposed portable radio tower. The funds for this purchase will be reimbursed with a direct grant of \$135,000. from Homeland Security. There are no matching funds required of Montgomery County.

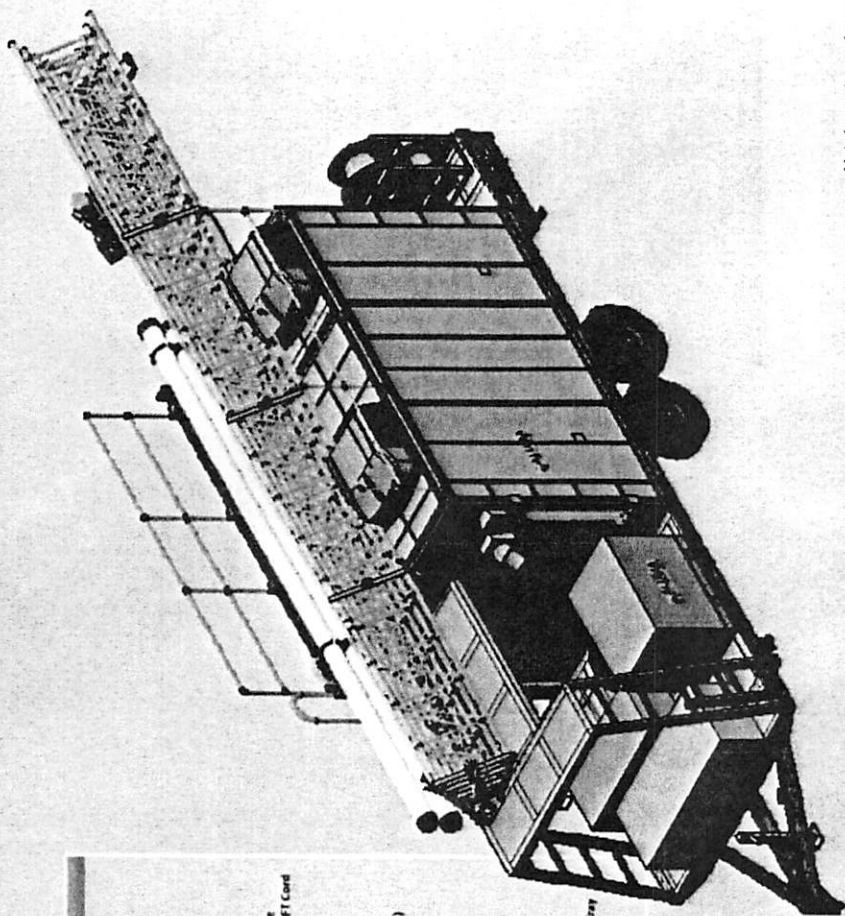
Bids are due and will be accepted on Thursday, August 14, 2014, before the County Commission meets on August 18th. Before the meeting, I will furnish you the name of the lowest bidder and the cost of the unit.

I am requesting that the above bid be placed on the August 18, 2014, County Commission agenda for discussion and approval.

DTM/tb

SPECIFICATIONS	S812
TOWER AVAILABLE WITH TRAILER UNIT	T-50XHD, T-50XXHD, T-75XHD, T-100H
ALUMINUM SHELTER SIZE	144IN L x 96IN W x 94IN H
ALUMINUM SHELTER WEIGHT	1350 LBS
TRAILER WIDTH OVERALL	100 1/2IN
TRAILER WIDTH, FRAME ONLY	96IN
TRAILER DECK HEIGHT	33 1/2IN
TRAILER LENGTH OF TALL (W/O COUPLER)	27FT 7IN (331IN)
TRAILER GROSS VEHICLE WIGHT (GVWR)	11,990 LBS (13,990 AVAILABLE)
TRAILER GROSS AXLE WIGHT (GAWR)	6,000 LBS (7,000 AVAILABLE)
TRAILER APPROX. WEIGHT SHIPPED (VARIES WITH DIFFERENT ACCESSORIES)	9,500 LBS
NUMBER OF AXLES	2 (TANDEM)
AXLE CAPACITY RATING (EACH)	6,000 LBS (7,000 AVAILABLE)
COUPLER CHANNEL (POSITIONS/HOLES)	7 POS./8 HOLES
STANDARD COUPLER SIZE	2 5/16IN BALL 14,000 LB CAP., 2 HOLES
BRAKES	4 WHEEL ELECTRIC BRAKES
TIRE SIZE (NOTE: ALL RADIAL TIRES)	ST245/75R16
TIRE LOAD RANGE	E (G AVAILABLE)
TIRE CAPACITY AND LOAD RATE	3000 LB
TIRE P.S.I.	65 PSI
WHEEL / RIM SIZE (DIA./WIDTH/BOLT PATTERN)	16IN / 6IN / 8 ON 6.5IN
SHELTER ON TRAILER HEIGHT	127 1/2IN
FINISHED HEIGHT, TOWER IN USAGE POSITION	146IN
OVERALL LENGTH WITH TOWER MOUNTED	33FT 1IN (397IN)
UID LABEL MIL-STD-130	Yes

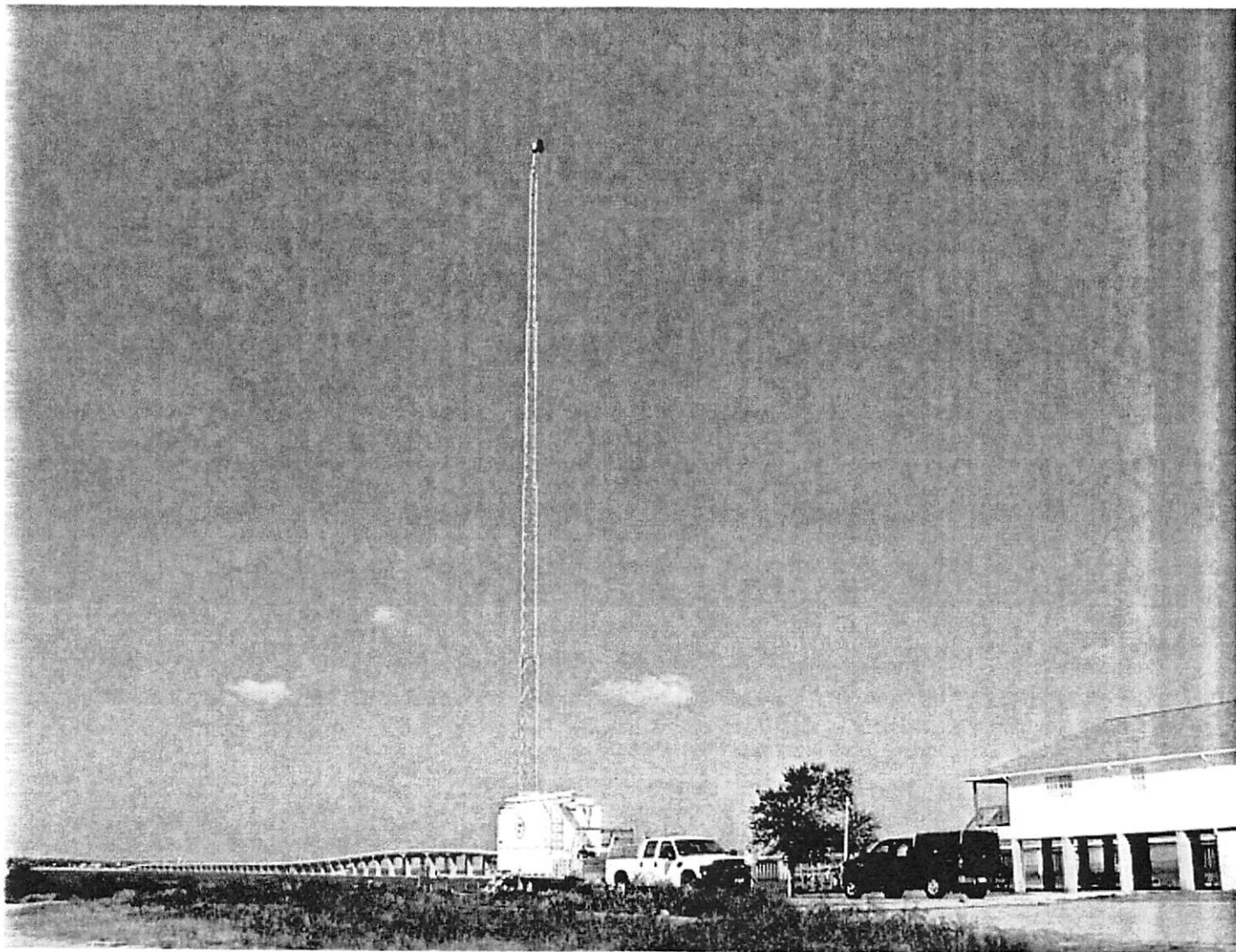
ACCESSORIES AVAILABLE
Guy Kit Assembly
Anchor Kit
Dual Obstruction Light
Antenna Stand-off
12V DC Electric Winch
Electric Winch for lifting Tower 12V DC
12V DC Battery Pack
All Aluminum Storage Box
Spare Tire
A/C and Heat (Roof or Wall Mounted)
12V Work Lights
120V 500 Watt Floodlight With 5FT Telescoping Pole
120V 500 Watt Removable Floodlight w/ Tripod Base & 50FT Cord
All Aluminum Co-Ax Cable Reel
I/O Port Box/Kit
Telephone Inlet
Dual Cat5
20 Amp Twist Lock
5kw to 20kw Diesel Quiet Run Gen.
Custom All Aluminum Fuel Tank (25 Gal. to 150 Gal.)
Electronic Equipment Rack
Complete Grounding System
Automatic & Manual Transfer Switch
Shore-Power Cord w/ Twist Lock Connection
Dri-Dek Flooring
All Aluminum Work Station Cabinets
Bunk Bed
Roof Access Ladder
Electric Tongue Jack
Exterior GFI Receptacle
Solar Battery Charge
Aluminum Underbody Dual Battery Box w/ Slide out Tray
Cable Riling
22FT Little Giant Ladder
Interior Co-Ax Cable Tray



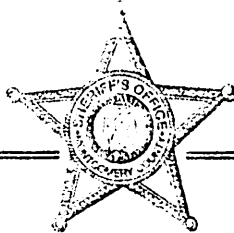
Aluma Tower Company, Inc. reserves the right to make changes at any time to information contained in this document.

Not drawn to scale.





D.T. MARSHALL, SHERIFF



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

August 13, 2014

MEMORANDUM ~ TIME SENSITIVE

TO : Mr. Donnie Mims
County Administrator

FROM : Chief Deputy Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Grants 1MMR & 2LEL

Please find attached the original documentation for Grants 1MMR & 2LEL which combined total \$135,100.00. These are documents must be presented at the *next* County Commission Meeting on Monday, August 18th. It is imperative that this matter be presented at that time, as the grants have a deadline of August 31, 2014.

If you would have any questions, please do not hesitate to contact me.

DC/crv

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St. Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2011	4. Amount of: Federal: \$134,381.67 Total: \$134,381.67	5. Effective Dates Begin: 8/11/2014 End: 8/31/2014	6. Grant Number: IMMR

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

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

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

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

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

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St. Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$718.33 Total: \$718.33	5. Effective Dates Begin: 8/11/2014 End: 8/31/2014	6. Grant Number: 2LEL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2012 is herein referred to as the Agreement Fiscal Year.

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

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

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
14. Property Control:
- a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
 - b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
 - c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.
 - d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
 - e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.
15. Performance: This grant may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.
16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by ALEA.

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. **Equipment Storage:** Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
- b. **Exercises:** Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
- c. **Office Space:** Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.
28. **Suspension or Termination of Funding:** ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
- d. Failure to submit reports on a semi-annual basis and as otherwise required.
- e. Filing a false certification, other report or document.
- f. Other good cause shown.
29. **National Incident Management System (NIMS):** The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.
- a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
- b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY11 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY11 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for the purchase of interoperable communications equipment/software/license.

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

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: Montgomery Co. Sheriff's Ofc., 1155. Perry St., Montgomery, AL 36104

Phone Number: 334.832.1644

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

E-Mail Address: Derrickcunningham@mc-ala.org

Signature: [Signature]

Date: 8-13-14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 101 S. Lawrence St., Montgomery, AL 36104

Phone Number: 334/832-1210

Signature: _____

Date: _____

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [Signature]

Date: 8/12/2014

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

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

1. LOBBYING

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

2. Audit will be submitted to ALEA Accounting Office by:		
--	--	--

(Date)

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

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

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

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

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

Form Completed By

Name:

E Hon N. Dean, Sr.

Title:

Chairman

Signature:

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STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

August 13, 2014

To: Donald Mims
County Administrator

From: Daniel A. Baxter
Director of Elections

Re: Polling location change – Precinct 503

As you are aware, Strata Church (Precinct 503) has closed its doors and will no longer be a polling location. Lapine Baptist Church has agreed to allow for its facility to be the new polling location. As such, the Election Center conducted a site visit and has determined that it meets federal, state and county requirements.

Attached is the polling location agreement between Lapine Baptist Church and the County. Please place this issue under waived rules for the Commissioner's work session for Monday, August 18, 2014, so action may be taken on it.

I will make myself available to answer any questions that the Commission may have.

If you have any questions please do not hesitate to contact me.

Kind Regards.

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

August 12, 2014

Walley Lacey, Deacon
Lapine Baptist Church
164 Webster St,
Lapine, AL 36046

Dear Deacon Lacey:

We truly appreciate the Lapine Baptist Church agreeing to allow the County to use their facility as a voting precinct. The remaining election in 2014 is scheduled for November 4th.

The following understanding applies:

Lapine Baptist church will:

- a. Make their facility available for voting for Precinct 503 for County, State, and National elections.
- b. Allow election officials access to the building before Election Day to set up for the election.
- c. Allow election officials early access to the building on Election Day to prepare for the election which occurs from 7:00 a.m. to 7:00 p.m.

Montgomery County will:

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

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

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

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

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

Thank you for your help and support of community affairs.

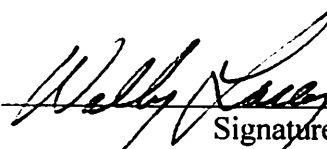
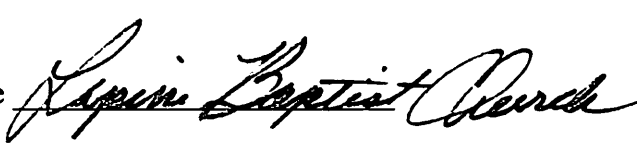
Sincerely,

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

ED/db

cc: Hon. Steven L. Reed
Probate Judge

I concur in the provisions as set out in the aforementioned understanding pertaining to the use of the facility as a polling place for Precinct 503 in Montgomery County, Alabama.

By:  of the 
Signature

As its: A DEACON

Dated: 8/12/14

* If the membership of the church voted against this at their business meeting, this document becomes null and void.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

August 14, 2014

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
Montgomery County Courthouse, Annex 1
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Weatherization Assistance Program (WAP) Grant LIWAP 028-14

Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant LIWAP 028-13 \$50,466.00 has been approved for release August 1, 2014 for the weatherization of 6 homes in Montgomery County. CARPDC recommends that the contract be approved by the Montgomery County Commission. In addition, authorizing Chairman Dean to sign all agreements, understandings, and contracts associated with the supplemental Weatherization Assistance Program (WAP) Grant.

The grant is for FY14, and we are anticipating release of the FY14 DOE grants at any time. The amount of the FY14 allocations and the number of units are anticipated to be equal to the 2013 grants. CARPDC will be finished with this grant within the time frame allotted.

CARPDC Weatherization appreciates our partnership with the Montgomery County Commission and the opportunity to serve the residents of Montgomery County through administration of the WAP and LIWAP Grants on behalf of the County. If you have any questions, please call or email me.

Sincerely,



Greg Clark,
Executive Director

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

August 1, 2014

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

Dear Mr. Dean:

RE: Grant No. LIWAP-028-14

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$50,466.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2014.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification Form, Disclosure Statement, Agreement Form, and Beason-Hammon Compliance Form that must be signed and returned along with the grant.

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

Sincerely,

A handwritten signature in black ink that reads "Robert Bentley". The signature is stylized with a large, looping "R" and "B".

Robert Bentley
Governor

RB/BM/ks

Enclosures

cc: Mr. Greg Clark

GRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: **LIWAP-028-14**
Grant Amount: **\$50,466.00**

THIS AGREEMENT is entered into this **July 1, 2014** by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, called the "**Department**," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "**Subgrantee**." The Agreement consists of eight typewritten pages and four attachments, as set forth and described below:

1. PURPOSE:

The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program. The Subgrantee agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING:

It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed **\$50,466.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subgrantee. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION:

The Subgrantee shall commence performance of this Agreement on **July 1, 2014** and shall complete performance to the satisfaction of the Department not later than **December 31, 2014**.

4. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any Department commitment of funds, herein, shall be contingent upon the receipt and availability by the Department of funds under the program for which this Agreement is made.

5. AMENDMENTS:

The Department or Subgrantee may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

6. REPORTING:

The Subgrantee shall submit to the Department periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. The reports are described in Attachment "C" and directives from the Program Manager for which this Agreement is made. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see paragraph 13).

7. AUDITS:

The Subgrantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any amendments thereto. All applicable provisions of the Department's Audit Policy document are made a part of this Agreement to include any Amendments.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P.O. Box 302251; Montgomery, AL 36130-2251; Attn: Audit Report Repository.

8. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS:

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

9. COMPLIANCE WITH LOCAL LAWS:

The Subgrantee shall comply with applicable laws, ordinances, and codes of the State and local government.

10. COVENANT AGAINST CONTINGENT FEES:

The Subgrantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

11. DISCLAIMER:

- A.** The Department specifically denies liability for any claim arising out of any act or omission, by any person or agency receiving funds from the Department, whether by contract, grant, loan, or by any other means.
- B.** No Subgrantee, Subcontractor, or Agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department shall be considered an agent or employee of the State of Alabama or the Department or any Division thereof. The State of Alabama, the Department and their agents and employees assume no liability to any Subgrantee, Subcontractor, or Agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subgrantee, Subcontractor, or Agency or any other person.

12. NOT TO CONSTITUTE A DEBT OF THE STATE:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended, by Amendment No. 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of the Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

13. TERMINATION OR SUSPENSION:

See Attachment "C", Section III, Termination or Suspension, for conditions governing termination or suspension of this Agreement.

14. POLITICAL ACTIVITY:

The Subgrantee will comply with the Hatch Act (5 U.S.C. §1501, *et seq.*) regarding political activity by public employees or those paid with Federal Funds. None of the funds, materials, property, or services contributed by the Subgrantee or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

15. NONDISCRIMINATION:

The Subgrantee shall be and is prohibited from discriminating on the basis of race, color, religion, sex, age, national origin, or disability.

16. CONFLICT OF INTEREST:

The Subgrantee, by his signature, certifies that to the best of his knowledge and belief, no conflict of interest(s) existed or now exist which have, may have, or have had an effect on the Grant or Contract Award. Conflict is defined in OMB Circular A-102 (Revised Common Rule), and in OMB Circular A-110.

17. ACCESS TO RECORDS:

The head of the Federal Grantor Agency, the Comptroller General of the United States, the Director of the Department, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Subgrantee and its Subgrantees/Subcontractors to make audits, financial reviews, examinations, excerpts, and transcripts. These records shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

"If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved."

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

18. TOBACCO SMOKE:

Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

19. DEBARMENT AND SUSPENSION:

The Subgrantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Order 12549).

A. The Subgrantee certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.

B. The Subgrantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subgrantee shall immediately notify the Grantor if any subcontractor becomes debarred or suspended, and shall, at the Grantor's request, take all steps required by the Grantor to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

20. OPEN MEETINGS ACT:

Subgrantee agrees to adhere to all of the requirements of Act No. 2005-40 (Alabama Open Meetings Act).

21. ATTACHMENTS:

The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	July 1, 2014	1
B: Budget Sheet	July 1, 2014	1
C: Special Terms and Conditions	July 1, 2014	8
D: Beason-Hammon Compliance	July 1, 2014	1

- 22.** By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The Subgrantee shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).

23. TRANSPARENCY ACT REQUIREMENTS:

Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

24. DRUG-FREE WORKPLACE REQUIREMENTS:

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

25. RELIGIOUS ACTIVITY PROHIBITIONS:

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

26. HUMAN TRAFFICKING PROVISIONS:

These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

27. SCHEDULE OF PAYMENT:

Upon receipt of a request for funds, accompanied by a statement of estimated expenditures for the first thirty (30) days of program operation, the Department shall, subject to the availability and receipt of funds from the U.S. Department of Health and Human Services, advance the Subgrantee funds sufficient to finance the program for a period not to exceed thirty (30) days. The amount and projected period applicable to advance of funds is subject to any limitations imposed by State or Federal Agencies having jurisdiction in these matters.

Additional requests for advances in payment must be supported by a statement from the Subgrantee that they are willing to maintain written procedures to minimize the time elapsing between the transfer of funds and disbursement and that they maintain a financial management system in compliance with the applicable

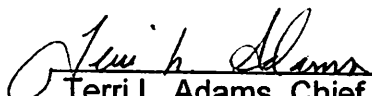
implementing regulations. All cash advances will be limited to immediate cash needs. Any indication that Subgrantees are maintaining cash balances will result in the Subgrantee no longer being eligible for advances.

The funds shall be paid by the Department upon receipt and approval by the Department of monthly expenditure reports detailing current expenditures and estimated expenditures for the next thirty (30) days. Funds shall be advanced subject to availability of and receipt of funds from the U.S. Department of Health and Human Services. Expenditure reports are to be submitted in the form and under procedures prescribed by the Department. In order to expedite timely transmittal or advances to the Subgrantee, Monthly Financial Reports must be received by the Department not later than the tenth (10th) working day of the month following the end of the month for which expenditures are reported.

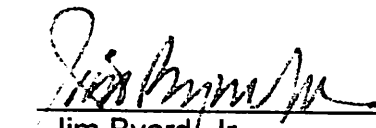
IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW.

**Alabama Department of Economic and
Community Affairs**
Department

MONTGOMERY COUNTY COMMISSION
Subgrantee

 July 11, 2014
Terri L. Adams, Chief Date
Energy Division

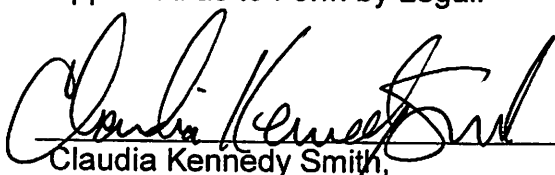
Authorized Official for Subgrantee Date

 July 21, 2014
Jim Byard Jr. Date
Director

Subgrantee Witness Date

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

Approved as to Form by Legal:

 7/14/14
Claudia Kennedy Smith, Date
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-14

ATTACHMENT A

WORK TO BE PERFORMED

July 1, 2014

1. The Subgrantee shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	6

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-14

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$2,678.00		\$2,678.00
PROGRAM OPERATIONS	\$35,788.00		\$35,788.00
HEALTH AND SAFETY	\$12,000.00		\$12,000.00

GRAND TOTAL: \$50,466.00

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Donnie Mims
From: Sherrill R. Thomas 
Date: August 12, 2014
Re: City of Montgomery Invoice

Attached is an invoice for \$34,145.42 from the City of Montgomery asking for payment of 40% of a Rushton Stakely Johnston & Garrett legal fee invoice dated August 17, 2010. The legal fees were incurred as part of the Hyundai Electric Systems Alabama, Inc. project that the County participated in.

On August 9, 2010 the County wired \$570,273 to Rushton Stakely for its share of the project due at the closing. The attached invoice was received and paid by the City after the closing and according to City personnel; the County was never billed for its share.

After four years, the City discovered the amount in its Accounts Receivable account and is now asking for payment.

I researched the County records and cannot find where the invoice was previously paid.

INVOICE

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1423
DATE: 7/28/14

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROJECT SAILBOAT COUNTY SHARE @ 40% PER AGREEMENT - LIZ CLAIBORNE PROPERTY SEE ATTACHED	34,145.42	34,145.42

FINANCE JUL29'14 8:43

TOTAL DUE: \$34,145.42

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/28/14 DUE DATE: 7/28/14 NAME: MONTGOMERY COUNTY COMMISSION
CUSTOMER NO: 1/1 TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MONTGOMERY
ATTN: RENE PASLEY
PO BOX 1111
MONTGOMERY

AL 36101-1111 (334) 241-2032

INVOICE NO: 1423
TERMS: NET 0 DAYS

AMOUNT: \$34,145.42

7-2

CITY OF MONTGOMERY
SPECIAL PAYMENT AUTHORIZATION

COPY

VOUCHER # _____

CONTRACT # _____

INVOICE/ITEM # 384114

Legal Fees

ACCT #	<u>440-7436-711.39-01</u>	AMT	<u>\$85,363.55</u>	TOTAL AMOUNT	<u>\$85,363.55</u>
ACCT #	_____	AMT	_____	VENDOR #	<u>286</u>
ACCT #	_____	AMT	_____	DATE DUE	<u>9/30/2010</u>
ACCT #	_____	AMT	_____	DATE IN	<u>9/30/2010</u>
ACCT #	_____	AMT	_____	CHECK #	_____
ACCT #	_____	AMT	_____	INPUT BY	_____
ACCT #	_____	AMT	_____		
ACCT #	_____	AMT	_____		

(Do not write above this line)

AUTHORIZATION FOR PAYMENT TO: _____ DATE: September 30, 2010

Ruston, Stakely, Johnston & Garrett

AMOUNT: \$85,363.55

Intergovernmental Expenditures for Project Sailboat (Liz Claiborne Property)

ACCT # 440-7436-711.39-01

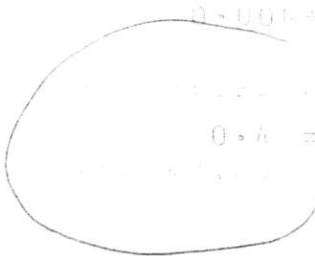
LICENSE # _____

1099 STATUS _____

W-9 _____

Betty Beville
Requested By

E. J. [Signature]
FINANCE DEPT. APPROVAL



4098

CHARLES A. STAKELY
J. THEODORE JACKSON, JR.
JAMES W. GARRETT, JR.
ROBERT A. HUFFAKER
THOMAS H. KEENE
RICHARD B. GARRETT
JEFFREY W. BLITZ
DENNIS R. BAILEY
RONALD G. DAVENPORT
FRED W. TYSON
T. KENT GARRETT
FRANK J. STAKELY
WILLIAM S. HAYNES
HELEN CRUMP WELLS
PAUL M. JAMES, JR.
CHRIS S. SIMMONS
ROBERT C. WARD, JR.
BOWDY J. BROWN
DANIEL L. LINDSEY, JR.

LAW OFFICES
RUSHTON, STAKELY, JOHNSTON & GARRETT
A PROFESSIONAL ASSOCIATION

184 COMMERCE STREET
MONTGOMERY, ALABAMA 36104

MAILING ADDRESS:
POST OFFICE BOX 270
MONTGOMERY, ALABAMA 36101-0270

TELEPHONE: (334) 206-3100
FACSIMILE: (334) 262-6277

WRITER'S DIRECT DIAL NUMBER: (334) 206-3105
WRITER'S DIRECT FACSIMILE NUMBER: (334) 481-0032
WEBSITE ADDRESS: www.rsjg.com
WRITER'S E-MAIL ADDRESS: jwb@rsjg.com

PATRICK M. SHEGON
WILLIAM I. ESKRIDGE
BENJAMIN C. WILSON
L. PEYTON CHAPMAN, III
ALAN T. HARGROVE, JR.
R. AUSTIN HUFFAKER, JR.
RICHARD L. MCBRIDE, JR.
R. MAC FREEMAN
JAMES R. DICKENS, JR.
R. BRETT GARRETT
BETHANY L. BOLGER
T. GRANT SEXTON, JR.
STEPHEN P. DEES
J. EVANS BAILEY
J. LADD DAVIS
JESSICA S. PITTS

August 17, 2010

elf
closing 8-9-10

VIA HAND-DELIVERY

Mayor Todd Strange
City of Montgomery
103 North Perry Street, Room 200
Montgomery, Alabama 36104

Re: Hyundai Electric Systems Alabama, Inc. (Project Sailboat)

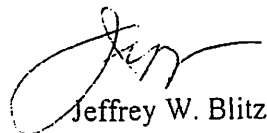
Dear Mayor:

Chris Simmons and I want to thank you again for the opportunity afforded us to work on Project Sailboat. We are very proud to be associated with this project and to know that the efforts of so many involved produced such a successful result. Hyundai's lawyers informed us right after the recent land closing that Hyundai is very pleased.

Enclosed is our Firm's Statement to the Montgomery Economic Development Cooperative District for services rendered and expenses incurred through August 10, 2010 regarding this project. Please contact me with any questions.

Thanking you again and with warmest personal regards, I am

Sincerely,


Jeffrey W. Blitz

JWB/gjb
Enclosure

Rushton, Stakely, Johnston & Garrett, P.A.

P.O. Box 270
184 Commerce Street
Montgomery, AL 36101-0270
(334) 206-3100
Fax # (334) 262-6277

FEDERAL ID# 63-0659075

August 17, 2010

Montgomery Economic Development Cooperative District
Attention: Mayor Todd Strange
103 North Perry Street, Room 200
Montgomery, AL 36104

INVOICE # : 384114

Prod: JWB

Client: 0390

RE: 0390-0066 Hyundai Electric Systems Alabama, Inc.
(Project Sailboat)

STATEMENT SUMMARY

Total Fees For this Statement:	\$84,136.50
Total Disbursements for this Statement:	\$1,227.05

Total Due:	\$85,363.55
------------	-------------

40%
County

85,363.55	0.00
51,213.12	1.00
34,145.42	42.00

0.00

0.00

0.00

0.00

0.00

60%
City

85,363.55	0.00
51,213.12	1.00
34,145.42	42.00

0.00

0.00

0.00

0.00

Rushton, Stakely, Johnston & Garrett, P.A.

P.O. Box 270
184 Commerce Street
Montgomery, AL 36101-0270
(334) 206-3100
Fax # (334) 262-6277

FEDERAL ID# 63-0659075

Montgomery Economic Development Cooperative District
Attention: Mayor Todd Strange
103 North Perry Street, Room 200
Montgomery, AL 36104

August 17, 2010

INVOICE # : 384114

Prod: JWB

Client: 0390

RE: 0390-0066 Hyundai Electric Systems Alabama, Inc.
(Project Sailboat)

STATEMENT

For Professional Services Rendered through August 17, 2010:

04/06/2010	JWB	Telephone conference with Ellen McNair re: proposed letter of intent forwarded by Liz Claiborne.	0.50 hrs
04/07/2010	JWB	Telephone conference with Ellen McNair re: proposed Contract.	0.75 hrs
04/08/2010	JWB	Draft Contract and e-mail same to Ellen McNair for review.	2.50 hrs
04/09/2010	JWB	Telephone conference with Ellen McNair re: draft of Contract.	0.30 hrs
04/13/2010	JWB	Telephone conference with Mayor Strange; telephone conference with Ellen McNair; revise Contract and e-mail same to Mayor Strange and Ellen McNair; E-mails from and to Ellen McNair re: same.	1.50 hrs
04/14/2010	CSS	Conference with Jeff Blitz regarding proposed project.	0.30 hrs
04/14/2010	JWB	Conference call with Ellen McNair and Lori Keaurin re: Contract; E-mails from and to Ellen McNair; E-mail to Mayor Strange; work on transaction.	1.00 hrs
04/15/2010	CSS	Conference with Jeff Blitz.	0.20 hrs

04/15/2010	JWB	Conference with Chris Simmons re: project.	0.20 hrs
04/19/2010	CSS	Meeting with the Mayor and Jeff Blitz; gathering information to prepare Memorandum of Understanding.	2.20 hrs
04/19/2010	JWB	Prepare for conference with Ellen McNair; conference with Ellen McNair and Chris Simmons; conference with Mayor Strange, Chairman Dean, et al.; E-mails from and to Ellen McNair; telephone conference with Lori Keurian.	3.25 hrs
04/20/2010	CSS	Commenced drafting Memorandum of Understanding; conference with Jeff Blitz.	0.60 hrs
04/20/2010	JWB	E-mails from and to Ellen McNair re: transaction; conference with Chris Simmons.	0.25 hrs
04/21/2010	JWB	E-mail from Ellen McNair; conference with Chris Simmons re: matter.	0.25 hrs
04/22/2010	CSS	Continued work on draft Memorandum of Understanding; review e-mails; conference with Jeff Blitz.	0.60 hrs
04/22/2010	JWB	E-mail to Lori Keurian; conference with Chris Simmons; E-mail from Chris Simmons forwarding documents received from Hollie Pegg.	0.30 hrs
04/23/2010	CSS	Continued drafting Memorandum of Understanding; various telephone conferences.	3.00 hrs
04/23/2010	JWB	E-mails from and to Ellen McNair; E-mail from Chris Simmons forwarding Memorandum of Understanding; review and revise Memorandum of Understanding; telephone conference with Chris Simmons re: same; E-mail to Ellen McNair.	1.50 hrs
04/26/2010	CSS	Meeting at Chamber; revising work on Memorandum of Understanding.	4.50 hrs
04/26/2010	JWB	Work on project; meeting at Chamber with HHI, Ellen McNair, et al.	4.25 hrs

04/27/2010	JWB	E-mails from and to Ellen McNair re: access; E-mail to Brian O'Donnell re: same; review draft of Access Agreement forwarded by Liz Claiborne; telephone conference with Ellen McNair; telephone conference with David Reed.	1.50 hrs
04/28/2010	JWB	Draft Access Agreement and e-mail same to David Reed and Derril Strickland; E-mails from and to David Reed re: same; E-mails to and from Lori Keurian forwarding Access Agreement; E-mail to David Reed, Deril Strickland and Ellen McNair re: same.	2.00 hrs
04/29/2010	JWB	E-mail to David Reed re: insurance certificate; revise Access Agreement and e-mail same to David Reed, et al.; E-mail from David Reed; E-mail to Lori Keurian; E-mail from Brian O'Donnell forwarding executed Access Agreement.	1.00 hrs
04/30/2010	JWB	E-mails from and to Lori Keurian re: Access Agreement and Contract.	0.25 hrs
05/04/2010	CSS	Conference with Jeff Blitz; e-mails re: status.	0.20 hrs
05/04/2010	JWB	E-mails from and to Ellen McNair re: status.	0.10 hrs
05/07/2010	JWB	E-mails from and to Lori Keurian re: Contract.	0.10 hrs
05/10/2010	JWB	Brief review of Contract; telephone conference with John Howard.	0.30 hrs
05/13/2010	JWB	Telephone conference with Ellen McNair re: Liz Claiborne Contract.	0.20 hrs
05/14/2010	JWB	Telephone conference with Ellen McNair re: status and Lease.	0.20 hrs
05/19/2010	CSS	Conference with Jeff Blitz; extended telephone discussion with Ellen McNair re: status and Memorandum of Understanding.	0.50 hrs
05/19/2010	JWB	E-mail from Ellen McNair re: Proposal and Memorandum of Understanding.	0.10 hrs
05/20/2010	CSS	Revising Memorandum of Understanding for meeting; transmitted.	1.50 hrs
05/20/2010	JWB	E-mail from Chris Simmons forwarding Memorandum of Understanding.	0.10 hrs

05/21/2010	CSS	Preparation for and meeting with Mayor Strange, Councilman Jinright, Chairman Dean, Ellen McNair; revisions to Memorandum of Understanding.	4.00 hrs
05/21/2010	JWB	Prepare for meeting; meeting with Mayor Strange, Chairman Dean and Ellen McNair; E-mail from Chris Simmons forwarding revised Memorandum of Understanding; meet with Walter Byars re: Contract.	2.50 hrs
05/24/2010	CSS	Continued work on revisions to Memorandum of Understanding.	2.00 hrs
05/24/2010	JWB	Telephone conference with Sam Kaufman and John Howard; conference call with Walter Byars re: Contract; revise Contract and e-mail same to Walter Byars for review; telephone conference with Walter Byars re: same; further revise Contract and e-mail same to Sam Kaufman, John Howard, Mayor Strange, Walter Byars and Ellen McNair.	2.50 hrs
05/25/2010	CSS	Various emails; commenced work on Project Agreement and Memorandum of Understanding.	0.50 hrs
05/25/2010	JWB	E-mails from and to John Howard re: Contract.	0.10 hrs
05/26/2010	CSS	Continued work on revisions to Project Agreement.	1.00 hrs
05/26/2010	JWB	E-mail from Chris Simmons forwarding Project Agreement; E-mails to and from John Howard; telephone conference with Donnie Mims; E-mail to Donnie Mims.	0.40 hrs
05/27/2010	CSS	Reviewing revised Project Agreement; telephone discussion with Ellen McNair and various emails.	3.90 hrs
05/28/2010	CSS	Telephone discussion with Ellen McNair; telephone discussion with Bill McCrary; meeting with Mayor Strange and Jinright; telephone discussion with Jeff Blitz; revising Project Agreement per telephone conferences and meeting.	5.60 hrs

05/28/2010	JWB	E-mails from and to Chris Simmons re: Project Agreement; meeting with Mayor Strange, Charles Jinright, Ellen McNair and Chris Simmons; call to John Howard re: Contract.	1.75 hrs
06/01/2010	CSS	Telephone discussion with Jeff Blitz; conference call with Dottie Pak and Chris Grissom; emails; telephone discussion with Bill McCrary.	1.80 hrs
06/01/2010	JWB	E-mails to and from Ellen McNair re: Project Agreement; E-mails from and to John Howard re: Contract; E-mail to Mayor Strange, Walter Byars and Ellen McNair re: same; telephone conference with Chris Simmons re: Project Agreement; E-mails from Ellen McNair re: IDB proposal; telephone conference with John Howard.	1.00 hrs
06/02/2010	CSS	Preparation for, attending and participation at meeting with Chamber of Commerce with HHI, state and others; drafting revised Project Agreement; telephone conference with IDB lawyers.	6.60 hrs
06/02/2010	JWB	Prepare for meeting; meeting with HHI representatives, et al.; E-mail from Ellen McNair forwarding CSX letter; telephone conference with William Martin and Hank Hutchinson; work on transaction.	6.25 hrs
06/03/2010	CSS	Receipt and review of comments on Project Agreement; e-mails; conference call with Jeff Blitz and Ellen McNair.	2.00 hrs
06/03/2010	JWB	E-mail from Ellen McNair re: upcoming meeting; E-mail from Chris Simmons forwarding Dorothy Pak's comments to Project Agreement; E-mails to and from William Martin re: IDB Contract; telephone conference with William Martin; conference call with Ellen McNair and Chris Simmons re: Project Agreement and other issues.	2.75 hrs
06/04/2010	CSS	Meeting regarding Project Agreement at the Chamber of Commerce with Ellen McNair, Hollie Pegg, Bill McCrary, Kenny Um, Dottie Pak, Chris Grissom and representatives of Hyundai Electric Systems Alabama.	7.00 hrs

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06/04/2010	JWB	Prepare for meeting; meeting with HHI participants, State representatives, Mayor Strange, et al. at Chamber.	6.50 hrs
06/07/2010	JWB	E-mail from William Martin re: Project Agreement; prepare for meeting; meeting with Industrial Development Board.	1.25 hrs
06/08/2010	CSS	Emails; conference with Jeff Blitz.	0.30 hrs
06/08/2010	JWB	Drafting IDB Contract; E-mail from Ellen McNair re: Project Agreement.	0.75 hrs
06/09/2010	CSS	Working on revisions to Project Agreement; conference calls regarding the same.	4.00 hrs
06/09/2010	JWB	Work on Liz Claiborne transaction.	0.20 hrs
06/10/2010	CSS	Continued work on revisions to Project Agreement; research re: inuntives; follow-up calls and e-mails.	4.00 hrs
06/10/2010	JWB	E-mails to and from John Howard re: status of Contract; E-mails from Chris Simmons re: Project Agreement.	0.50 hrs
06/11/2010	CSS	Following up on Project Agreement matters. Various emails; reviewing comments to the Project Agreement. Email to Ellen McNair; telephone discussion with Ellen McNair; telephone discussion with Jeff Blitz.	2.00 hrs
06/11/2010	JWB	Telephone conference with John Sanford; E-mail to Grant Chaney re: same; E-mail from John Howard forwarding Contract executed by Seller; E-mails from and to Chris Simmons re: Project Agreement; E-mails to Walter Byars and Donnie Mims re: Contract; E-mail to Mayor Strange and Elton Dean re: Contract; E-mails from and to Ellen McNair re: same; E-mail to John Sanford re: existing CSX/IDB Agreement; E-mails from and to Leah Wieder re: same; E-mail from William Martin re: Project Agreement; telephone conference with William Martin.	3.00 hrs
06/12/2010	JWB	Review Project Agreement; E-mails to Ellen McNair and Chris Simmons re: same.	1.00 hrs
06/14/2010	CSS	Conference call; emails; revising Project Agreement; reviewing IDB Contract.	1.60 hrs

06/14/2010	JWB	Telephone conference with William Martin; E-mail from John Howard forwarding previous Contract by and between IDB and the City of Montgomery; letter to Walter Byars forwarding Contract for execution; telephone conference with Donnie Mims; conference call with Tommy Gallion, Dommie Mims and Ellen McNair re: Contract; conference call with Donnie Mims, Ellen McNair and Chris Simmons.	3.00 hrs
06/15/2010	CSS	Meeting with Ellen McNair; receipt and various e-mails; reviewing revised agreement.	2.10 hrs
06/15/2010	JWB	Work on transaction; telephone conferences with Ellen McNair; telephone conference with Donnie Mims; meeting with Ellen McNair and Chris Simmon; E-mails from and to John Howard; E-mail to Donnie Mims, Walter Byars and Ellen McNair re: Contract; E-mail from William Martin re: IDB Administrative Fees and Project Agreement.	3.75 hrs
06/16/2010	CSS	Receipt and review of e-mails re: IDB; telephone conference.	1.00 hrs
06/16/2010	JWB	E-mail to John Howard re: Contract; E-mail to Chris Simmons re: IDB/railway extension; drafting IDB Contract and e-mail same to Walter Byars for review; telephone conferences with Walter Byars; several telephone conferences with William Martin; telephone conference with Leah Lieda; telephone conference with Ellen McNair; telephone conference with John Howard; telephone conference with Tommy Gallion.	4.50 hrs
06/17/2010	CSS	Continued work on revisions to Project Agreement based on comments received.	4.00 hrs
06/17/2010	JWB	Work on transaction; E-mail to Donnie Mims re: Commission's Agenda; conference with Bill Eskridge; E-mail from William Martin re: IDB Contract and forward same to Walter Byars, Tyrone Means and Donnie Mims for review.	2.75 hrs
06/17/2010	WIE	Review issues with restrictive covenants. Meeting with Ellen McNair and Jeff Blitz.	1.90 hrs

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06/18/2010	CSS	Meeting at Chamber of Commerce to discuss revised Project Agreement and to resolve IDB issues; revising documents; receipt, review, and respond to e-mails; conference with Bill Eskeridge; review restrictive covenants.	3.20 hrs
06/18/2010	JWB	E-mails to Chris Simmons re: status; E-mail from William Martin re: comments to Project Agreement; work on transaction.	0.50 hrs
06/18/2010	WIE	Conference with Chris Simmons regarding restrictive covenants. Conference with Gwynne Branch. Review restrictive covenants provided by Gwynne. Forward same to Chris Simmons.	0.80 hrs
06/21/2010	CSS	Working on revisions to Project Agreement.	1.80 hrs
06/21/2010	JWB	E-mails from and to Ellen McNair re: Alabama Power layout design; telephone conference with Walter Byars re: comments on revised Contract; telephone conference with Bill Eskridge re: status of IDB restrictions; telephone conference with William Martin re: transaction with IDB Board.	1.25 hrs
06/21/2010	WIE	Telephone call with Jeff Blitz. Telephone call with John Howard regarding restrictive covenants. Follow up call with Jeff.	0.80 hrs
06/22/2010	CSS	Receipt and review of e-mails regarding Project Sailboat; receipt and review of HHI commitment to Project Agreement.	1.30 hrs
06/22/2010	JWB	Prepare for conference call; telephone conference with William Martin re: Contract; telephone conference with David Reed re: survey cost; E-mails from William Martin re: IDB Contract; E-mail to Donnie Mims re: same; work on transaction.	1.50 hrs
06/23/2010	CSS	Meeting with Dottie Pak, Chris Grissom, Bill McCrary; follow-up conference call.	3.80 hrs

06/23/2010	JWB	E-mail to Chris Simmons re: Covenants and Restrictions; telephone conference with Donnie Mims; telephone conference with Tyone Means' assistant; E-mail from Buddy Hardwich re: survey cost; letter to Donnie Mims forwarding Contract for execution; E-mail to William Martin re: IDB Contract; several telephone conferences with William Martin re: same; E-mail from William Martin re: Contract; E-mail to Donnie Mims re: same; telephone conference with Ellen McNair; telephone conference with Walter Byars; telephone conference with William Martin; telephone conference with William Eskridge; telephone conference with Chris Simmons.	3.75 hrs
06/24/2010	CSS	Telephone discussion with Ellen McNair; reviewing revisions from Dottie Pak; telephone discussion with Jeff Blitz; review and respond to e-mails.	1.60 hrs
06/24/2010	JWB	E-mails from and to William Martin re: Contract; E-mail to Walter Byars; E-mail to Ellen McNair, Chris Simmons and Bill Eskridge; various telephone conferences with William Martin and Walter Byars.	1.75 hrs
06/25/2010	CSS	Reviewing and making revisions to Project Agreement in response to HHI comments.	2.20 hrs
06/25/2010	JWB	Telephone conference with William Martin re: Contract issues; telephone conference with Walter Byars re: reverter; telephone conference with William Martin re: same; E-mails from William Martin re: Contract; E-mail to Ellen McNair, Chris Simmons and Bill Eskridge; E-mail to Roslyn Crews re: same.	1.00 hrs
06/26/2010	JWB	Work on transaction; telephone conference with Bill Eskridge; telephone conference with Walter Byars; E-mails to John Howard, Walter Byars, Ellen McNair, Mayor Strange, Elton Dean, Tommy Gallion and Chris Simmons.	1.25 hrs
06/28/2010	CSS	Meeting at the Chamber with certain county commission members, the IDB and the City for further issues.	1.60 hrs

06/28/2010	WIE	Attend County Commission working session with Helen McNair and Randy Jorge regarding execution by the County of the Liz Claiborne purchase and sale agreement. Attend County Commission Meeting. Telephone calls and e-mails with Jeff Blitz regarding same. Telephone call with John Howard regarding restrictive covenants.	2.90 hrs
06/29/2010	CSS	Receipt and review of e-mail messages.	0.20 hrs
06/30/2010	CSS	Continued work revising Project Agreement; conference call with Dottie Pak and Chris Grissom.	1.00 hrs
06/30/2010	JWB	Telephone conference with William Martin re: status of IDB Contract; several telephone conferences with Ellen McNair re: HHI plans, plan approval and covenants; E-mail from William Martin re: reverter issues.	1.25 hrs
07/01/2010	CSS	Receipt and review of various emails; telephone discussion with Dottie Pak.	0.30 hrs
07/01/2010	JWB	Work on transaction; several telephone conferences with Ellen McNair re: HHI concerns with restrictions; E-mail from William Martin re: reverter; E-mails from Ellen McNair re: zoning, restrictions and HHI; E-mail from Ellen McNair re: IDB approval letter; E-mail to Chris Simmons and Bill Eskridge re: same; E-mail from Ellen McNair re: City Planning Director's letter to IDB; E-mail to Chris Simmons and Bill Eskridge re: same.	1.00 hrs
07/01/2010	WIE	Conference with Jeff Blitz regarding restrictive covenants, 90-foot building height and metal sandwich siding	0.40 hrs
07/02/2010	JWB	Telephone conference with William Martin re: issues on IDB Contract and restrictive covenants; telephone conference with Ellen McNair.	0.50 hrs
07/05/2010	CSS	Email from Dottie Pak; email to Dottie Pak; email from Jeff Blitz.	0.50 hrs
07/06/2010	CSS	Conference calls; emails with Chris Grissom, Ellen McNair; revising Project Agreement.	1.00 hrs

07/06/2010	JWB	Telephone conference with John Howard re: abstract; E-mail from John Howard re: restrictions; E-mail to William Martin, Walter Byars, Ellen McNair and Tyrone Means re: same.	0.40 hrs
07/07/2010	CSS	Telephone discussion regarding Project Agreement; conference with Jeff Blitz; working on revisions to Project Agreement.	3.00 hrs
07/08/2010	CSS	Reviewing HHI proposed revisions; reviewing letter from HHI; telephone conversations regarding the same; conferences with Jeff Blitz.	2.50 hrs
07/08/2010	JWB	E-mail from William Martin re: IDB Contract, Covenants and Restrictions and Project Agreement; E-mail from Chris Simmons re: Project Agreement; work on transaction; conferences with Chris Simmons; telephone conference with William Martin.	1.50 hrs
07/09/2010	CSS	Working on revisions to Project Agreement and transmittal of the same; various telephone calls.	4.00 hrs
07/09/2010	JWB	Work on transaction.	0.50 hrs
07/10/2010	CSS	Work on transaction; various telephone calls with the Mayor, Reed Ingram, Ellen McNair, Dottie Pak; reviewing contract; revising contract; conference with Jeff Blitz; transmittal of revised contract.	3.50 hrs
07/10/2010	JWB	Work on transaction and Project Agreement; telephone conference with David Reed.	2.50 hrs
07/11/2010	CSS	Additional telephone calls with Reed Ingram, Mayor Strange, Ellen McNair; revising Project Agreement; telephone discussion with Dottie Pak and Chris Grissom.	4.50 hrs
07/12/2010	CSS	Continued work revising Project Agreement; conference calls regarding the same.	3.00 hrs

07/12/2010	JWB	E-mails from Chris Simmons re: Project Agreement; telephone conferences with William Martin re: IDB Contract, Restrictions and Project Agreement; E-mail to William Martin re: same; E-mail from William Martin re: Project Agreement, IDB Contract and Covenants and Restrictions; E-mail to Walter Byars re: same; E-mail to William Martin re: same; drafting Mortgage; work on transaction.	3.50 hrs
07/13/2010	CSS	Continued work on Project Agreement; conference calls; various telephone calls.	2.00 hrs
07/13/2010	JWB	E-mail from Roy Jones forwarding legal description for 20-acre tract; E-mails from Roy Jones re: survey; E-mail from William Martin re: same; conference with Chris Simmons; revise Mortgage; E-mail to Roy Jones re: Plat; E-mail to William Martin, Walter Byars, Tyrone Means and Ellen McNair re: survey and survey invoice.	1.75 hrs
07/14/2010	CSS	Reviewing mortgage; continued drafting revisions to Project Agreement; conference call; transmittal e-mails; conference with Jeff Blitz.	4.00 hrs
07/14/2010	JWB	E-mail from Chris Simmons re: Project Agreement; conference with Chris Simmons re: Project Agreement and Mortgage; revise Mortgage and e-mail same to Chris Simmons for review; E-mails from and to William Martin re: IDB Contract and survey; review file; prepare Exhibits A and E to the Project Agreement and e-mail same to Chris Simmons for review; telephone conference with Walter Byars; call to Tyrone Means; E-mail from Chris Simmons re: Project Agreement.	2.50 hrs
07/15/2010	CSS	Receipt and review of emails; telephone conversation regarding final Project Agreement.	0.50 hrs
07/15/2010	JWB	Conference call with Bill McCrary, Dottie Pak and Chris Grissom re: Project Agreement; telephone conferences with Ellen McNair; telephone conference with Roslyn Crews re: County approval; telephone conferences with William Martin; E-mail to William Martin; revise Project Agreement and e-mail same to Dottie Pak, Bill McCrary, et al.; work on transaction.	3.50 hrs

07/16/2010	JWB	Review abstract of title; telephone conference with Ellen McNair; meeting at Chamber re: execution of Project Agreement and IDB Contract; E-mail to Walter Byars, Tyrone Means, et al., re: executed Project Agreement and executed IDB Contract; letter to Walter Byars re: same; letter to Donnie Mims re: same.	4.50 hrs
07/19/2010	CSS	Telephone discussion with Ellen McNair; emails with Chris Grissom and Dottie Pak; conference with Jeff Blitz.	0.50 hrs
07/19/2010	JWB	E-mail from Ellen McNair re: Project Agreement; E-mail to Mayor Strange and Ellen McNair re: same; telephone conference with Walter Byars; E-mails from and to Dottie Pak; telephone conference with Rick Clay and Hobbie at Goodwyn, Mills.	1.00 hrs
07/20/2010	CSS	Meeting with Ellen McNair and Jeff Blitz regarding document list.	1.00 hrs
07/20/2010	JWB	Prepare for conference with Ellen McNair; conference with Ellen McNair; E-mail from Hobbie Dees; telephone conference with Hobbie Dees; E-mail to Dorothy Pak re: same.	1.50 hrs
07/21/2010	JWB	Telephone conference with Derrill Strickland re: status of construction; E-mails to and from Ellen McNair re: same; telephone conference with Ellen McNair re: same.	0.50 hrs
07/22/2010	CSS	Conference call with Dottie Pak and Chris Grissom, Jeff Blitz, and Meade Whitaker; various emails; commence drafting Interlocal, Funding and Cooperation Agreement.	3.50 hrs
07/22/2010	JWB	E-mails from Ellen McNair re: HHI groundbreaking ceremony, site work, closing and site plan; conference with Chris Simmons; conference call with Dottie Pak, Meade Whitaker, Chris Simmons, et al., re: outstanding documents list and closing timetable and issues.	1.75 hrs
07/23/2010	CSS	Finalizing draft of notice for amendment 713 purposes.	1.00 hrs

07/23/2010	JWB	Work on transaction; E-mail from Chris Grissom re: Notice of Public Meeting; E-mails to and from Ellen McNair and Chris Simmons re: closing; E-mail to John Howard re: same; E-mail from Chris Simmons re: Notice of Public Meeting; telephone conference with Meade Whitaker.	2.50 hrs
07/24/2010	CSS	Reviewing Cooperative District statute; preparing for closing.	1.00 hrs
07/25/2010	CSS	Working on Memorandum of Timeline.	1.00 hrs
07/26/2010	CSS	Attending County Commission work seminar; e-mails regarding the same; research; working on Cooperative District Application for Approval.	3.50 hrs
07/26/2010	JWB	E-mail from Ellen McNair forwarding e-mail from Mr. Son re: HHI groundbreaking ceremony; E-mail from William Martin re: IDB closing; E-mail from Meade Whitaker forwarding HHI Mortgage; work on transaction.	2.50 hrs
07/27/2010	CSS	Working on Certificate of Incorporation and Application for Approval and Authorization to form Cooperative District.	3.00 hrs
07/27/2010	JWB	E-mail to Meade Whitaker re: CSX Agreement; review title; prepare Title Commitment; work on transaction.	1.50 hrs
07/28/2010	CSS	Research; continued work on Application and Certificate of Incorporation and for draft HESA Resolutions for the City Council and continued drafting Interlocal Funding and Cooperation Agreement.	5.00 hrs

07/28/2010	JWB	Work on transaction; E-mail to Roy Jones re: IDB survey; E-mail from Chris Simmons re: Lease; E-mails from and to William Martin re: Declaration; E-mail from Roy Jones forwarding revised survey; E-mail to William Martin re: same; prepare Assignment of IDB Contract; prepare Assignment of Liz Claiborne Contract; E-mail to William Martin re: Assignment of IDB Contract, entity documents and survey; E-mails to and from Ellen McNair re: Lamar Lease; review abstracts; prepare Title Commitment; E-mails to and from Clark Cain at Chicago Title re: same; E-mails to and from Meade Whitaker re: Title Commitment and Declaration; E-mail to Chris Simmons re: District entity documents.	5.50 hrs
07/29/2010	CSS	Continued work on application for approval; continued work on drafting resolutions for approval and authorization for incorporation of cooperative district and continued work on resolutions authorizing Project Agreement and various incentives; conference call and transmittal to others.	4.00 hrs
07/29/2010	JWB	E-mail from Chris Simmons forwarding Resolution for City of Montgomery; conference with Chris Simmons; E-mails from and to William Martin re: Lamar Lease; telephone conference with William Martin re: same; E-mail to Walter Byars and Tyrone Means re: Mortgage; E-mail to Walter Byars and Tyrone Means forwarding Title Commitment, exceptions and Declaration; E-mails from and to John Howard re: Liz Claiborne Resolution; E-mail from Chris Simmons re: Interlocal Agreement; E-mail from Buddy Hardwich re: Lamar sign; E-mail to Walter Byars and Tyrone Means re: same; E-mail from Donnie Mims' office forwarding Memorandum re: Montgomery County Commission meeting; telephone conference with Meade Whitaker re: Lamar Lease; E-mails to and from William Martin re: same.	5.75 hrs

07/30/2010	CSS	Revising HESA Resolution; revising Application for Approval for Incorporation; revising Interlocal Funding and Cooperation Agreement; various emails regarding the same; revising Resolution; emails to Ellen McNair; telephone discussions regarding documents and transmittal of revisions regarding the same.	5.00 hrs
07/30/2010	JWB	E-mail from Chris Simmons re: Interlocal Agreement; E-mail from Christopher Genereux re: same; E-mail from Chris Simmons forwarding City Resolution; review and revise City Resolution and e-mail same to Chris Simmons; review Liz Claiborne Contract; prepare Notice to Close and e-mail same to Walter Byars and Tyrone Means for review; finalize Assignment of IDB Contract and e-mail same to William Martin; finalize Notice to Close and e-mail same to John Howard; telephone conference with John Howard re: same; E-mail Notice to Close to Lori Keurian.	3.75 hrs
08/02/2010	CSS	Two conferences with Jeff Blitz; emails; telephone discussion with Lloyd Faulkner; telephone discussion with Jeff Blitz; follow-up conversation with Scott Pierce; telephone discussion with Ellen McNair.	2.00 hrs
08/02/2010	JWB	Telephone conference with William Martin; revise HHI Mortgage and e-mail same to Meade Whitaker; prepare Closing Checklist, FIRPTA Affidavit and Broker's Affidavit; E-mail to John Howard re: same; E-mail from William Martin re: Assignment of IDB Contract and closing documents; E-mail from Ellen McNair re: District Chairman and Co-Chairman; E-mail from John Howard's office forwarding Liz Claiborne, Inc.'s Certificate of Existence and Good Standing from the State of Delaware; E-mail from William Martin re: Deed; E-mail to Walter Byars, Tyrone Means and Christopher Genereux; E-mail from William Martin re: Lamar sign; E-mail to Chris Simmons re: City Council meeting.	5.50 hrs
08/03/2010	CSS	Revising resolutions for HESA approval and resolution for authorizing incorporation; reviewing e-mails and documents; conferences; attending work session for the City Council; follow-up on calls.	5.30 hrs

08/03/2010	JWB	Work on transaction; revise IDB Deed; prepare IDB Closing Statement; prepare IDB Closing Checklist; E-mail from William Martin forwarding Assignment and Assumption of Leases; E-mail to Walter Byars, et al., re: same; revise Assignment and Assumption of Leases; E-mails to and from William Martin re: Lamar sign; E-mails from and to John Howard re: status of Certificate of Good Standing for Liz Claiborne, Inc.; prepare Liz Claiborne Closing Statement and e-mail same to John Howard; E-mail from Dottie Pak forwarding Training Center Lease; telephone conference with William Martin re: Declaration; revise Declaration.	5.50 hrs
08/04/2010	CSS	Continued work on review of county documents and commenting on the same; continued work on Interlocal Funding and Cooperation Agreement; various emails.	2.50 hrs
08/04/2010	JWB	Revise Declaration of Covenants and Restrictions and IDB Closing Statement and e-mail same to William Martin for review; E-mail from William Martin re: same; revise Liz Claiborne, Inc.'s Secretary's Certificate and e-mail same to John Howard for review; E-mail from John Howard's office re: same; E-mail from Ellen McNair re: closing; E-mail from Buddy Hardwich re: Termination of Restrictions; telephone conference with Chris Simmons re: deed tax; E-mail to Chris Simmons forwarding Closing Statements; E-mail from William Martin re: Lamar sign location; revise Termination of Restrictions and e-mail same to John Howard and William Martin; E-mail from John Howard re: same; E-mails from and to Meade Whitaker re: closing; E-mail from Dottie Pak re: Lamar sign; E-mail from Chris Simmons re: Closing Statements; E-mail from William Martin forwarding revised Deed, FIRPTA Affidavit and Owner's Affidavit; E-mail from Chris Simmons re: Liz Claiborne Deed; E-mail to Christopher Genereux re: Closing Statements and wiring instructions; E-mails from Chris Simmons re: District documents.	6.75 hrs
08/05/2010	CSS	Commence work on district resolutions: revised Certificate of Incorporation; revised Training Facility lease.	3.00 hrs

08/05/2010	JWB	Work on transaction; E-mail to Clark Cain re: Title Commitment, Owner's Affidavits and survey exceptions; prepare Assignment of Lamar Leases to Hyundai; E-mails to and from Meade Whitaker re: surveys, title, closing documents and Lamar sign access; conferences with Chris Simmons; E-mails to and from William Martin re: Assignment of Lamar Leases and access to Lamar sign; E-mails to Meade Whitaker re: IDB and Liz Claiborne closing documents; E-mails to Walter Byars, Tyrone Means and Christopher Genereux re: closing documents; E-mail from William Martin forwarding revised Assignment and Assumption of Leases; telephone conference with Chris Simmons re: same; revise Assignment and Assumption of Leases and e-mail same to William Martin.	5.75 hrs
08/06/2010	CSS	Revising Interlocal Funding and Cooperation Agreement; continued work on district resolutions; revising Certificate of Incorporation; drafting bylaws and finalizing revisions to lease.	4.00 hrs
08/06/2010	JWB	E-mail from Leigh Cella of John Howard's office re: Liz Claiborne execution documents; telephone conference with Leigh Cella re: same; E-mail to Leigh Cella re: same; telephone conference with Meade Whitaker re: Lamar Lease; E-mail from Chris Simmons re: District's Certificate of Incorporation; E-mails from and to Leigh Cella re: Closing Statement; telephone conference with William Martin; E-mail from Chris Grissom re: Consent; revise Consent and e-mail same to Chris Grissom; E-mails from and to John Howard re: closing documents; prepare District Closing Statement; E-mails to and from Meade Whitaker re: closing documents; E-mail from Chris Simmons re: Lease; E-mails from and to Chris Simmons re: District entity documents; prepare FIRPTA Affidavit for the District; telephone conference with Meade Whitaker; work on transaction.	5.50 hrs
08/07/2010	JWB	E-mails re: survey and closing statement.	0.30 hrs
08/08/2010	CSS	Two emails; research regarding Certificate of Incorporation; preparation for filing.	0.90 hrs

08/09/2010	CSS	Attending county commission work session; working on finalizing Certificate of Incorporation; finalizing Resolutions for district; revising Certificate of Incorporation; follow-up on certified resolutions; conference call with Jeff Blitz and with Tyrone Means; preparation for meeting and attending cooperative district meeting; telephone calls.	8.00 hrs
08/09/2010	JWB	Telephone conference with Roy Jones re: survey; E-mail to John Howard re: same; E-mails from and to Meade Whitaker re: transaction; conference with Chris Simmons; E-mail from Chris Simmons re: revised District Resolution; E-mails from and to William Martin re: Lamar Leases; E-mail from William Martin forwarding revised Assignment and Assumption of Leases; E-mail from John Howard forwarding executed Broker's Lien Affidavit; E-mail from Marty Pinover re: Broker's Lien Affidavit; E-mail from William Martin forwarding further revised Assignment and Assumption of Leases; telephone conference with Meade Whitaker re: Mortgage; conference with Chris Simmons re: same; revise Mortgage and e-mail same to Meade Whitaker, et al.; work on transaction.	5.75 hrs
08/10/2010	CSS	Finalizing paperwork for District; various meetings; attendance and preparation for closing with Hyundai; telephone calls; follow-up emails; working on taxpayer identification number for district; various telephone calls with Lloyd Faulkner and Jeff Downes.	5.00 hrs
08/10/2010	JWB	Work on transaction; revise District Mortgage and e-mail same to Meade Whitaker; E-mails from and to Meade Whitaker re: closing; telephone conferences with William Martin re: closing; revise District Deed and Mortgage and e-mail same to Chris Simmons; conferences with Chris Simmons; E-mails from and to William Martin re: closing; revise closing documents; closing.	6.75 hrs

Chris Simmons	171.70 hrs @	\$235.00 /hr	\$40,349.50
Jeffrey Blitz	169.30 hrs @	\$250.00 /hr	\$42,325.00
William Eskridge	6.80 hrs @	\$215.00 /hr	\$1,462.00
Total Fees			\$84,136.50

For Disbursements Incurred:

Long distance calls	\$129.51
Copies	\$63.40
Outside document copies	\$0.25
Delivery	\$50.00
Federal Express	\$35.94
Publication - The Montgomery Advertiser	\$405.33
Publication - The Montgomery Advertiser	\$407.62
Filing Fees - Name Reservation	\$5.00
Earnest Money - The Industrial Development Board Property	\$100.00
Wire Fees - ServisFirst Bank	\$30.00
Total Disbursements Incurred	\$1,227.05

For Professional Services	\$84,136.50
For Disbursements Incurred	\$1,227.05
<u>Total This Invoice</u>	<u>\$85,363.55</u>
Balance Forward	\$0.00
Total Due	<u><u>\$85,363.55</u></u>

INVOICE # : 384114

IRS # : 63-0659075

The Proposed 2014 – 2015 Operating Budget will be presented at Monday's meeting.

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Clerk Typist II

Position Number 179

Proposed Effective Date August 4, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

- (☐) Promotional Register (☒) Transfer **MCSO only**
 (☐) Open Competitive Register (☐) Reemployment

Pay Grade Clerk Typist II - \$24,414 - \$34,753 Grade A03

D T Marshall Date July 31, 2014
 Department Head *more*

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 _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff/Deputy Sheriff Trainee

Position Number 160

Proposed Effective Date August 4, 2014

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee-\$30,590(Grade PST)

Deputy Sheriff -- \$31,709-\$45,139 (Grade PS1)

D. T. Marshall Date July 31, 2014

Department Head

2. Administrative Review

- () Approved
- () Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

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

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 23

Proposed Effective Date August 4, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date July 29, 2014

Department Head *meat*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

POSITION FILL REQUEST **ORIGINAL**

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

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 30

Proposed Effective Date August 4, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall Date July 29, 2014
Department Head *mex*

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

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 186

Proposed Effective Date August 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall Date August 11, 2014
Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

D.T. MARSHALL, SHERIFF



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

July 23, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Retired RSA Corrections Officers

In consultation with the Montgomery City-County Personnel Department, I am recommending that the Sheriff's Office be granted approval to hire retired RSA Corrections Officers in accordance with the County Unclassified Class of retired RSA employee/technical/paraprofessional. I am recommending that these individuals be allowed to start at step 9 (\$15.05/hour) of pay grade A3. The entry level pay for a Corrections Officer is step 1 (\$14.21/hour) of pay grade PC1. These part-time officers will work a maximum of 25 hours per week and they will not be eligible for benefits. This will be a cost saving measure that will bring experienced Corrections Officers at a reduced cost (benefits and pay) to the County. With the Commission's approval, I would like to proceed with requesting that the Montgomery City-County Personnel Department create a job announcement for part-time retired RSA Corrections Officers with a pay rate of \$15.05 per hour.

If you require any additional information, please let me know.

DTM/crv

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



August 13, 2014

MEMORANDUM

TO: Mr. Elton Dean, Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner *JYB*

SUBJECT: Position Fill Request – Customer Service Clerk

I respectfully request authorization to fill a Customer Service Clerk to replace an employee that resigned effective May 30, 2014. This position does not require typing and will be selected from an open competitive Customer Service Clerk register.

I am requesting that this position be considered and placed on the agenda at the next Commission meeting.

Thank you for your consideration.

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

13-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Revenue Commissioner

DEPARTMENT HEAD: Janet Y. Buskey

SUPERVISOR: Allyson G. Holland

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 Customer Service Clerk

POSITION NUMBER 800016015

PROPOSED EFFECTIVE DATE ASAP

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A03 24,414 - 34,753 S-1

Janet Y. Buskey
Department Head

Date 8/14/2014

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 _____

Interoffice Memo

To: County Commission
Mayor Todd Strange

From: Lou Ialacci 

Cc: Donnie Mims

Date: August 11, 2014

RE: City and County Technology Meeting

The amendment to the City/County MOU for IT functions requires a meeting of City and County Officials to review the goals and projects for this function every six months. The Mayor is planning to attend the work session on Monday, August 18. Please allocate time in my regular slot on the work session agenda for me to update the Commission and the Mayor. Please email the Mayor's assistant Tracie Davis, tdavis@montgomeryal.gov (and copy me) what time the Mayor should plan to be at the meeting.

This is a representation of the significant accomplishments for the past six months and my goals for the coming year. Although we have taken care of the most obvious opportunities, we continue to look for chances to improve technology and services, and save money.

Additional accomplishments since January 2014 include:

- In the current fiscal year we are on target to save the City \$265,000 and the County \$160,000 in salaries, volume purchases of standardized products and services.
- Made significant progress with the disaster recovery site. The first test for the City is planned for September and the County will follow in December.
- The County has moved all major locations to the VOIP phone system except the main Court building at 251 South Lawrence. This is planned for FY 15 if funds allow.
- The City and the County are now using the same email filtering software. Combining the orders gave us a significant discount of almost 50%. Combined savings is \$15,000.
- The City implemented a new pay roll system on January 1, 2014.
- The RFP for a new business license and sales tax system was sent out in March 2014. The evaluation team has a short list of vendors, all of whom have made a

presentation to the team. We are in the process of talking to references and getting answers to questions. The team plans to meet and hopefully make a recommendation by the end of this month.

- Job descriptions for the City and County were reviewed collectively and a standard set of job descriptions were developed. The new job descriptions have been very helpful in recruiting people with more current technical skills. This was accomplished with a small overall savings in salary expenses.
- The new P25 radio system for the City Public Safety and County Sheriff's Office is up and working for a small test group. The plan is to implement the system for the large groups this fall along with a new voice recording system.
- There were several upgrades and modifications completed for City and County department systems. Public Safety software for the City had 2 upgrades, the MCSO implemented a new service (Citrix), upgraded their software, City financial software has had 2 upgrades and the payroll module added, County financial systems had one upgrade, telephone systems for both the City and the County were upgraded, and the technical support infrastructure and equipment was kept up to date.
- Researched solutions for a time and attendance system that was requested by County departments. Made a presentation of the cost and benefits to the Commission. Also provided a list of computer system related projects and their estimated costs to show the potential budget impact for FY15.

Projects/goals for the new fiscal year that are:

- Assist in finalizing the decision on a Business License and Sales Tax System and complete the implementation for both the City and the County
- Have the disaster recovery site operational and work towards using it for "off-site" data replication. This will save money on tapes and storing them in a secure third party location. The replication process will also improve response time in case there is a need to use the DR site. This will be for the City and the County.
- Create and implement an internal website for all employees to use that provides standard forms that have a "work flow" to allow for faster, better documented processing and reduce paperwork. The website will also provide better internal communications and other online employee services (payroll, directories, etc) for both the City and the County.
- Work with City and County departments and their vendors to install upgrades for their application systems to improve services and add enhanced features.
- Provide the technical support for implementing and maintaining the new Smart 911 system for both the City and the County.
- Improve the City telephone service by moving more of the buildings with old analog and digital phone systems to VOIP.
- Work with City Public Safety and County Sheriff's Office to ensure that their application systems are up to date and that all the supporting equipment and software is also current.

- Work with departments to make sure equipment is evaluated and either updated or replaced to support the growth and needs of both the City and County.
- Work with the County to evaluate the feasibility of implementing a time and attendance system and to review any other technology requests by the departments.
- Work with the architects and construction managers to make sure the technology needs for the renovations for the DA and Probate Office meet the County standards for technology.

I want to make sure the Commission and the Mayor are aware that these projects and the day to day requirements of the technology groups are being handled by seven less employees today compared to two years ago. Currently the County has two openings and there are no openings at the City.

Thank you

ARSEA APEAL

ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE

July 31, 2014

Donal L. Mims
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Dear Administrator,

The passage of ACT#2014-429 in the last legislative session gave the Montgomery County Commission the authorization to give a bonus to their retirees in October 2014. Approval to fund this bonus will provide Montgomery County Commission retirees with a one-time lump sum payment of \$2.00 per month for each year of service or \$300.00, whichever is greater.

The Retirement Systems of Alabama (RSA) will pay the bonuses up front, allowing counties to pay them back through their monthly employer contribution made to RSA beginning **October 2015** and ending **September 2016**. RSA will also accept payment in full when the resolution authorizing the bonus is submitted. The estimated cost for Montgomery County Commission is \$203,464.

This information has been previously provided to the Montgomery County Commission, but we want to be sure you are aware that only four weeks remain for you to act on behalf of the retirees.

ARSEA/APEAL respectfully requests the Montgomery County Commission fund the 2014 retiree bonus and submit the required resolution before the August 31, 2014 deadline.

Sincerely,

Liane Kelly

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
August, September and October 2014**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>August, 2014</u>				
51901-11C-021 (Rebid)	Preventive Maintenance	Support Service	Climate Service	August 14, 2014
51100-11B-024	Pest Control Svcs.	County Commission	Topco Pest Control	August 31, 2015
52200-11B-013	Inmate Uniforms	Detention Facility	Robinson Textiles	August 31, 2015
51965-11B-018 (Rebid)	Internet Service	Information Systems	TW Telecom of Alabama	August 31, 2014
<u>September 2014</u>				
52110-13B-007 (Renewable)	Oil Svc & Tire Rotation	Support Service	J. Wrights	September 30, 2014
53300-13B-029 (Renewable)	Metal Pipe	Engineering	Contech Const.	September 30, 2014
53000-13B-030 (Renewable)	Concrete Pipe	Engineering	Hanson Pipe	September 30, 2014
52110-10C-018	Emergency Medical	Sheriff's Office	Haynes Ambulance	September 30, 2014

(Rebid)

October 2014

52110-11B-030 (Rebid)	Investigator's Uniforms	Sheriff's Office	Azar's Uniforms	October 31, 2014
51100-12B-024 (Renew)	Clean Saturday Trash Pickup	County Commission	Advanced Disposal	October 31, 2014

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

FY 14 Compared to FY 13

Month Taxes Deposited	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	Difference	%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	\$3,253,940.96	\$3,105,048.69	148,892	4.80%	\$3,079,066.03	\$3,087,512.76	\$2,899,346.96	\$3,191,706.22	\$3,386,151.28	\$3,516,665.11	\$3,410,352.42	\$3,195,825.00	\$2,960,165.00
NOVEMBER	\$3,227,375.17	\$3,134,538.46	92,837	2.96%	\$2,992,828.13	\$2,940,315.26	\$2,835,012.76	\$3,056,325.46	\$3,359,081.41	\$3,354,320.41	\$3,377,662.76	\$3,132,500.48	\$2,836,529.00
DECEMBER	\$3,291,226.12	\$3,263,054.64	28,171	0.86%	\$3,117,297.29	\$2,981,340.87	\$2,918,331.65	\$2,990,675.76	\$3,447,637.03	\$3,315,241.33	\$3,298,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$3,858,396.45	\$3,919,183.42	(60,787)	-1.65%	\$3,914,302.68	\$3,853,768.63	\$3,697,271.38	\$3,948,060.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.52	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$2,918,926.11	\$3,014,487.73	(95,562)	-3.17%	\$2,956,381.26	\$2,856,026.68	\$2,840,648.74	\$2,972,561.06	\$3,153,391.51	\$3,379,040.47	\$3,295,713.91	\$3,064,230.18	\$2,926,065.00
MARCH	\$3,399,717.29	\$3,094,307.58	305,410	9.87%	\$3,220,435.70	\$3,071,047.18	\$3,043,633.87	\$3,003,250.85	\$3,277,803.53	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL	\$3,603,674.96	\$3,583,428.14	20,247	0.57%	\$3,551,826.29	\$3,422,170.26	\$3,503,840.63	\$3,259,986.59	\$3,505,145.22	\$3,856,834.56	\$3,684,084.49	\$3,619,620.00	\$3,351,381.00
MAY	\$3,305,893.80	\$3,287,020.86	18,873	0.57%	\$3,191,531.61	\$3,134,129.35	\$3,115,779.99	\$3,128,465.24	\$3,324,891.90	\$3,463,717.40	\$3,446,697.38	\$3,510,500.00	\$3,177,535.00
JUNE	\$3,387,189.53	\$3,317,026.31	70,163	2.12%	\$3,252,618.86	\$3,148,961.63	\$3,047,439.64	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,478,149.70	\$3,309,665.46	\$3,121,984.00
JULY	\$3,488,643.93	\$3,313,189.60	175,454	5.30%	\$3,292,659.85	\$3,270,406.10	\$3,121,260.19	\$3,209,283.98	\$3,338,065.40	\$3,627,299.60	\$3,618,659.24	\$3,554,031.38	\$3,097,146.00
AUGUST		\$3,152,143.53	(3,152,144)	-100.00%	\$3,126,172.74	\$2,990,216.24	\$3,055,054.29	\$3,009,383.58	\$3,242,314.28	\$3,355,083.13	\$3,352,803.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		\$3,295,056.53	(3,295,057)	-100.00%	\$3,207,049.55	\$3,126,695.33	\$2,988,779.27	\$3,061,663.59	\$3,509,085.19	\$3,500,110.08	\$3,491,333.75	\$3,359,460.00	\$3,065,193.00
Year to Date	\$33,734,954.32	\$33,031,285.42	703,669	2.13%	\$38,502,149.99	\$37,882,579.29	\$37,056,399.57	\$37,923,690.91	\$41,507,394.96	\$42,784,677.47	\$42,047,677.68	\$40,657,326.25	\$37,375,553.00

FY TOTALS \$39,478,485.48

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

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

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

July 2014 Collections Include Two Months Reported/Collected In July 2014 For S&U Taxes For Periodic Filer ID#999999.

July 2014 Collections Do Not Include Extraordinary Receipts Of \$47,575.07 (or 60% of \$79,291.78) Remitted In July 2014 By Taxpayer ID#277 Applicable To Their Direct Pay Permit.

July 2014 Collections Do Not Include Extraordinary Receipts Of \$80,510.37 (or 60% of \$134,683.95) Remitted In July 2014 By Taxpayer ID#7647 Applicable To Large One-Time Sale.

July 2013 Collections Did Not Include Extraordinary Receipts For S&U Taxes Collected In July 2013 Of \$21,277.63 (or 60% of \$35,462.71) For Occasional Filer ID#13050.

17-1

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

Month Taxes Deposited	FY 14 Compared to FY 13				FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	Difference	%									
OCTOBER	\$3,280,219.93	\$3,142,293.68	137,926	4.39%	\$3,105,077.65	\$3,120,218.87	\$2,939,534.46	\$3,191,706.22	\$3,386,151.28	\$3,516,665.11	\$3,410,362.42	\$3,195,826.00	\$2,860,165.00
NOVEMBER	\$3,360,233.90	\$3,189,307.86	170,926	5.36%	\$3,011,716.15	\$2,976,238.71	\$2,860,712.59	\$3,056,325.46	\$3,359,061.41	\$3,364,320.41	\$3,327,562.76	\$3,132,900.48	\$2,836,525.00
DECEMBER	\$3,302,563.59	\$3,272,129.39	30,434	0.93%	\$3,149,620.55	\$3,041,441.83	\$2,863,389.45	\$2,990,679.76	\$3,447,637.03	\$3,315,241.33	\$3,298,106.45	\$3,228,009.00	\$3,030,307.00
JANUARY	\$3,866,244.98	\$3,931,474.14	(65,229)	-1.66%	\$3,942,435.37	\$3,872,326.62	\$3,707,672.69	\$3,948,060.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.62	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$2,939,651.95	\$3,049,192.57	(109,541)	-3.59%	\$2,987,316.00	\$2,893,810.33	\$2,848,671.98	\$2,972,561.06	\$3,153,391.51	\$3,379,040.47	\$3,295,713.91	\$3,064,230.18	\$2,826,065.00
MARCH	\$3,426,651.88	\$3,131,421.86	295,230	9.43%	\$3,237,555.70	\$3,098,921.29	\$3,061,952.18	\$3,003,250.85	\$3,277,803.53	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL	\$3,823,236.56	\$3,599,524.70	223,712	6.22%	\$3,576,184.32	\$3,468,127.04	\$3,529,396.01	\$3,259,886.59	\$3,506,145.22	\$3,856,834.56	\$3,664,084.49	\$3,619,620.00	\$3,351,361.00
MAY	\$3,325,783.16	\$3,299,131.70	26,651	0.81%	\$3,231,144.58	\$3,293,662.01	\$3,146,504.02	\$3,128,465.24	\$3,324,891.90	\$3,463,717.40	\$3,446,697.36	\$3,510,500.00	\$3,177,535.00
JUNE	\$3,410,641.51	\$3,346,454.43	64,187	1.92%	\$3,320,667.09	\$3,215,941.38	\$3,088,242.43	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,478,149.70	\$3,309,665.46	\$3,121,984.00
JULY	\$3,628,315.87	\$3,349,663.44	278,652	8.32%	\$3,334,791.83	\$3,289,629.43	\$3,171,958.28	\$3,209,283.98	\$3,338,065.40	\$3,627,299.60	\$3,618,559.24	\$3,554,031.38	\$3,097,145.00
AUGUST		\$3,153,053.75	(3,163,054)	-100.00%	\$3,160,849.41	\$3,135,680.82	\$2,942,105.45	\$3,008,383.58	\$3,242,314.28	\$3,355,083.13	\$3,352,803.08	\$3,242,648.18	\$3,109,973.00
SEPTEMBER		\$3,292,477.17	(3,292,477)	-100.00%	\$3,232,972.57	\$3,183,452.26	\$3,028,207.58	\$3,126,963.16	\$3,509,055.19	\$3,500,110.08	\$3,491,333.75	\$3,359,460.00	\$3,055,193.00
Year to Date	\$34,363,523.32	\$33,310,593.77	1,052,930	3.16%	\$39,280,734.22	\$38,578,489.59	\$37,188,367.02	\$37,988,990.48	\$41,507,394.96	\$42,784,677.47	\$42,047,677.58	\$40,657,328.25	\$37,378,553.00
FY TOTALS		\$39,756,124.69											

NOTES:

- July 2014 Collections include Two Months Reported/Collected in July 2014 For S&U Taxes For Periodic Filer ID#39598.
- July 2014 Collections include Extraordinary Receipts Of \$47,575.07 (or 60% of \$79,291.78) Remitted in July 2014 By Taxpayer ID#277 Applicable To Their Direct Pay Permit.
- July 2014 Collections include Extraordinary Receipts Of \$60,810.37 (or 60% of \$101,350.62) Remitted in July 2014 By Taxpayer ID#7647 Applicable To Large One-Time Sale.
- July 2013 Collections include Extraordinary Receipts For S&U Taxes Collected in July 2013 Of \$21,277.53 (or 60% of \$35,462.71) For Occasional Filer ID#13050.

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

FY 14 Compared to FY 13

Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	\$2,140,563.20	\$2,035,268.61	105,295	5.17%	\$2,033,895.24	\$2,017,096.83	\$1,853,218.08	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,299,674.28	\$2,130,491.55
NOVEMBER	\$2,123,088.19	\$2,050,214.94	72,873	3.55%	\$2,009,042.84	\$1,920,728.11	\$1,855,446.45	\$2,022,306.26	\$2,229,755.88	\$2,241,637.84	\$2,232,178.90	\$2,072,993.19
DECEMBER	\$2,169,656.98	\$2,156,268.11	13,288	0.62%	\$2,086,293.99	\$1,948,286.43	\$1,906,191.19	\$2,136,056.18	\$2,284,514.11	\$2,174,549.44	\$2,282,808.44	\$2,136,399.13
JANUARY	\$2,559,366.17	\$2,608,733.79	(49,368)	-1.89%	\$2,649,323.26	\$2,556,849.92	\$2,426,650.42	\$2,620,917.55	\$2,811,428.31	\$2,967,724.05	\$2,964,555.09	\$2,817,342.78
FEBRUARY	\$1,944,321.08	\$1,968,248.59	(23,928)	-1.22%	\$1,948,806.50	\$1,864,357.48	\$1,852,039.84	\$1,961,527.58	\$2,112,582.91	\$2,263,143.01	\$2,240,780.16	\$2,027,212.99
MARCH	\$2,243,986.50	\$2,022,402.12	221,584	10.96%	\$2,130,405.15	\$2,018,325.73	\$1,987,878.13	\$1,982,069.68	\$2,173,215.54	\$2,203,462.52	\$2,218,023.74	\$2,111,735.34
APRIL	\$2,377,920.10	\$2,349,908.28	28,012	1.19%	\$2,336,160.47	\$2,251,890.23	\$2,295,451.42	\$2,153,195.40	\$2,319,623.54	\$2,552,776.74	\$2,510,946.03	\$2,384,489.02
MAY	\$2,216,594.87	\$2,151,387.07	65,208	3.03%	\$2,091,289.22	\$2,075,413.33	\$2,035,714.92	\$2,065,538.64	\$2,212,003.37	\$2,290,604.35	\$2,364,163.45	\$2,324,726.28
JUNE	\$2,243,198.38	\$2,170,841.10	72,355	3.33%	\$2,126,235.86	\$2,079,430.33	\$1,989,820.56	\$2,042,105.23	\$2,480,957.61	\$2,391,375.92	\$2,318,772.70	\$2,190,836.61
JULY	\$2,309,266.99	\$2,170,477.57	138,789	6.39%	\$2,161,015.60	\$2,166,532.70	\$2,043,667.02	\$2,142,810.94	\$2,211,035.91	\$2,413,981.16	\$2,422,157.82	\$2,360,897.70
AUGUST		\$2,131,173.21	(2,131,173)	-100.00%	\$2,079,989.66	\$1,962,708.14	\$1,996,633.51	\$1,986,118.81	\$2,154,915.80	\$2,231,903.25	\$2,203,972.55	\$2,096,975.08
SEPTEMBER		\$2,183,146.41	(2,183,146)	-100.00%	\$2,101,558.77	\$2,063,636.49	\$1,953,355.70	\$2,022,315.76	\$2,332,187.51	\$2,342,155.12	\$2,315,788.43	\$2,200,938.80
Year to Date	\$22,327,859.46	\$21,683,750.18	644,109	2.97%	\$25,755,001.56	\$24,925,265.72	\$24,236,067.24	\$25,249,585.44	\$27,598,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37

FY TOTALS \$25,998,069.80

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

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

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

July 2014 Collections Include Two Months Reported/Collected In July 2014 For S&U Taxes For Periodic Filer ID#39998.

July 2014 Collections Do Not Include Extraordinary Receipts Of \$31,716.71 (or 40% of \$79,291.78) Remitted In July 2014 By Taxpayer ID#277 Applicable To Their Direct Pay Permit.

July 2014 Collections Do Not Include Extraordinary Receipts Of \$83,872.98 (or 40% of \$134,683.99) Remitted In July 2014 By Taxpayer ID#7647 Applicable To Large One-Time Sale.

July 2013 Collections Did Not Include Extraordinary Receipts For S&U Taxes Collected In July 2013 Of \$21,277.63 (or 40% of \$35,462.71) For Occasional Filer ID#13090.

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

FY 14 Compared to FY 13

Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	\$2,158,082.51	\$2,069,868.92	88,214	4.77%	\$2,049,858.39	\$2,038,900.90	\$1,920,009.74	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,299,674.28	\$2,130,491.55
NOVEMBER	\$2,211,660.67	\$2,073,083.78	138,577	6.68%	\$2,020,634.85	\$1,944,717.07	\$1,865,913.01	\$2,022,308.26	\$2,229,755.88	\$2,241,637.84	\$2,232,176.90	\$2,072,993.19
DECEMBER	\$2,175,889.07	\$2,161,032.89	14,856	0.69%	\$2,108,410.30	\$1,988,363.73	\$1,869,663.07	\$2,136,055.18	\$2,284,514.11	\$2,174,549.44	\$2,282,605.44	\$2,136,399.13
JANUARY	\$2,563,030.73	\$2,616,927.60	(53,897)	-2.06%	\$2,668,032.94	\$2,569,227.92	\$2,433,584.56	\$2,620,917.55	\$2,811,428.31	\$2,967,724.05	\$2,964,555.09	\$2,817,342.76
FEBRUARY	\$1,930,503.86	\$1,991,385.15	(60,881)	-3.06%	\$1,969,442.33	\$1,889,546.58	\$1,857,388.66	\$1,961,527.58	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.99
MARCH	\$2,261,059.69	\$2,074,146.97	186,913	9.01%	\$2,142,089.15	\$2,036,908.47	\$2,000,097.00	\$1,982,068.68	\$2,173,215.54	\$2,203,462.52	\$2,218,023.74	\$2,111,735.34
APRIL	\$2,524,294.50	\$2,360,555.16	163,739	6.94%	\$2,352,399.16	\$2,275,862.01	\$2,312,488.34	\$2,153,195.40	\$2,319,623.54	\$2,552,776.74	\$2,510,945.03	\$2,384,489.02
MAY	\$2,229,841.11	\$2,169,460.97	70,380	3.26%	\$2,117,657.60	\$2,181,768.43	\$2,056,197.60	\$2,065,538.64	\$2,212,009.37	\$2,290,604.35	\$2,364,163.45	\$2,324,726.28
JUNE	\$2,233,171.70	\$2,183,872.05	49,300	2.26%	\$2,171,026.56	\$2,115,603.54	\$2,032,869.37	\$2,042,109.23	\$2,480,957.61	\$2,391,375.92	\$2,316,772.70	\$2,190,836.51
JULY	\$2,402,381.61	\$2,194,793.45	207,588	9.46%	\$2,184,757.62	\$2,179,348.26	\$2,095,198.37	\$2,142,810.94	\$2,211,035.61	\$2,413,981.16	\$2,422,157.82	\$2,350,897.70
AUGUST		\$2,131,451.32	(2,131,451)	-100.00%	\$2,096,370.72	\$2,056,472.99	\$1,921,334.27	\$1,985,118.81	\$2,154,915.80	\$2,231,903.25	\$2,203,972.55	\$2,096,975.08
SEPTEMBER		\$2,178,821.22	(2,178,821)	-100.00%	\$2,118,841.79	\$2,077,732.37	\$1,979,641.24	\$2,065,848.81	\$2,332,187.51	\$2,342,155.12	\$2,316,788.43	\$2,200,938.80
Year to Date	\$22,689,925.45	\$21,875,126.94	814,798	3.72%	\$25,999,521.41	\$25,354,452.27	\$24,344,285.23	\$25,293,118.49	\$27,698,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37

FY TOTALS \$26,185,399.48

NOTES:

July 2014 Collections Include Two Months Reported/Collected in July 2014 For S&U Taxes For Periodic Filer ID#39999.
 July 2014 Collections Include Extraordinary Receipts Of \$31,716.71 (or 40% of \$79,291.78) Remitted in July 2014 By Taxpayer ID#277 Applicable To Their Direct Pay Permit.
 July 2014 Collections Include Extraordinary Receipts Of \$53,873.58 (or 40% of \$134,683.95) Remitted in July 2014 By Taxpayer ID#7647 Applicable To Large One-Time Sale.
 July 2013 Collections Included Extraordinary Receipts For S&U Taxes Collected in July 2013 Of \$21,277.63 (or 40% of \$53,462.71) For Occasional Filer ID#13050.

MONTGOMERY COUNTY COMMISSION
TOTAL LODGING TAX COLLECTION COMPARISON
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections (Net of Audits)	FY 13 County Collections (Net of Audits)	Difference	FY 14% of FY 13	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections	FY 06 County Collections
OCTOBER	\$125,810.01	\$130,518.53	-\$4,708.52	-3.61%	\$129,788.39	\$90,450.70	\$76,187.78	\$80,394.00	\$85,389.00	\$96,766.68	
NOVEMBER	\$134,418.39	\$129,403.01	\$5,015.38	3.88%	\$136,865.64	\$97,820.73	\$83,493.00	\$91,018.26	\$82,912.00	\$89,391.10	
DECEMBER	\$131,612.41	\$122,045.52	\$9,566.89	7.84%	\$135,043.41	\$73,352.85	\$75,264.67	\$78,616.00	\$70,910.00	\$81,974.31	
JANUARY	\$175,562.73	\$119,034.95	\$56,527.78	47.49%	\$116,960.65	\$117,494.72	\$77,080.62	\$63,848.00	\$74,508.00	\$71,218.23	
FEBRUARY	\$173,369.88	\$110,354.05	\$63,015.83	57.10%	\$112,071.38	\$110,488.53	\$79,625.91	\$65,773.76	\$69,418.38	\$72,734.13	
MARCH	\$202,573.31	\$120,791.98	\$81,781.33	67.70%	\$140,556.61	\$133,350.07	\$91,658.00	\$89,980.66	\$104,324.00	\$79,463.09	
APRIL	\$223,538.94	\$154,554.57	\$68,984.37	44.63%	\$155,696.79	\$143,432.70	\$97,434.00	\$89,419.80	\$98,280.44	\$91,745.00	
MAY	\$203,301.77	\$138,910.11	\$64,391.66	46.35%	\$132,868.15	\$135,834.83	\$90,676.00	\$83,291.00	\$94,118.00	\$103,146.70	\$77,484.40
JUNE	\$226,716.73	\$143,536.96	\$83,179.77	57.95%	\$138,452.50	\$133,739.74	\$86,555.65	\$90,215.00	\$88,706.00	\$80,065.00	\$84,995.48
JULY	\$238,103.50	\$147,306.61	\$90,796.89	61.64%	\$146,942.79	\$145,371.25	\$96,492.84	\$87,515.78	\$101,972.09	\$91,751.00	\$88,320.49
AUGUST		\$146,925.48	-\$146,925.48	-100.00%	\$146,822.89	\$147,058.66	\$96,310.00	\$94,001.00	\$92,973.52	\$89,222.00	\$94,782.91
SEPTEMBER		\$137,316.54	-\$137,316.54	-100.00%	\$139,758.00	\$142,709.12	\$87,044.00	\$86,034.26	\$95,529.98	\$87,431.00	\$85,760.00
Year to Date	\$1,835,007.67	\$1,316,456.29	\$518,551.38	39.39%	\$1,631,817.20	\$1,471,103.90	\$1,037,802.47	\$1,010,105.52	\$1,059,041.41	\$1,034,912.24	\$431,353.28

FY TOTALS \$1,600,698.31

NOTES:

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

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

July 2014 Collections Shown Above Are Net of \$538.86 Audits. July 2014 Collections Including Audits Totaled \$238,642.36.

MONTGOMERY COUNTY COMMISSION
TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections	FY 13 County Collections	Difference	FY 14 % of FY 13	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	\$115,649.14	\$117,747.11	-\$1,897.97	-1.61%	\$122,397.70	\$129,485.41	\$128,602.75	\$122,819.40	\$131,431.18	\$147,134.81	\$149,691.76	\$139,263.70	\$138,524.25
NOVEMBER	\$144,887.33	\$128,927.51	\$15,959.82	12.38%	\$126,138.43	\$131,821.66	\$131,109.74	\$140,959.08	\$139,649.92	\$149,345.81	\$170,906.01	\$140,764.99	\$139,303.09
DECEMBER	\$119,365.29	\$119,209.28	\$160.01	0.13%	\$123,734.46	\$122,993.67	\$121,824.96	\$126,825.74	\$130,676.92	\$142,001.39	\$137,069.46	\$137,192.77	\$130,614.23
JANUARY	\$124,428.93	\$119,438.35	\$4,990.58	4.18%	\$123,368.06	\$132,469.50	\$134,624.20	\$133,160.99	\$132,710.13	\$137,632.24	\$145,664.52	\$143,017.17	\$140,807.20
FEBRUARY	\$116,262.54	\$120,576.79	-\$4,313.25	-3.58%	\$116,317.80	\$117,843.95	\$124,816.72	\$124,744.47	\$122,467.49	\$128,594.64	\$121,357.94	\$128,331.93	\$131,563.01
MARCH	\$113,158.87	\$116,366.70	-\$3,207.83	-2.76%	\$118,944.86	\$119,740.83	\$122,760.76	\$122,181.42	\$127,836.30	\$129,748.15	\$146,493.12	\$130,888.28	\$132,255.94
APRIL	\$129,165.59	\$132,760.62	-\$3,595.03	-2.71%	\$125,195.99	\$133,872.83	\$140,254.46	\$131,464.61	\$143,992.83	\$121,070.37	\$147,331.92	\$148,760.44	\$148,737.03
MAY	\$127,462.01	\$128,976.82	-\$1,514.81	-1.17%	\$127,146.28	\$128,147.03	\$139,372.47	\$134,069.49	\$134,662.63	\$130,277.77	\$135,435.46	\$143,700.38	\$142,563.23
JUNE	\$132,708.57	\$135,036.74	-\$2,328.17	-1.72%	\$133,057.98	\$131,383.85	\$138,630.67	\$130,919.07	\$150,668.15	\$142,064.46	\$143,668.10	\$146,726.10	\$137,113.75
JULY	\$128,657.59	\$136,899.14	-\$8,241.55	-6.02%	\$129,894.40	\$130,793.70	\$137,671.94	\$135,855.21	\$133,863.13	\$136,886.87	\$150,335.37	\$148,221.33	\$134,076.13
AUGUST		\$134,698.24	-\$134,598.24	-100.00%	\$132,248.94	\$127,265.33	\$130,748.17	\$126,087.38	\$137,111.09	\$138,154.02	\$144,162.10	\$148,790.07	\$148,000.86
SEPTEMBER		\$131,991.94	-\$131,991.94	-100.00%	\$136,543.09	\$137,599.99	\$135,878.23	\$140,923.91	\$137,251.76	\$109,066.03	\$162,983.09	\$157,462.84	\$148,566.55
Year to Date	\$1,251,949.86	\$1,255,938.06	-\$3,988.20	-0.32%	\$1,614,887.99	\$1,643,417.76	\$1,586,295.07	\$1,569,722.77	\$1,622,221.33	\$1,611,976.56	\$1,744,978.85	\$1,708,120.00	\$1,692,125.27

FY Totals \$1,522,528.24

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for July 2014

Federal Prisoners Received	94
Federal Prisoner Carryovers from Previous Month	1080
* Total Federal Inmate Days	1174

State Inmates Received	384
State Inmate Carryovers from Previous Month	472
Total State Inmates in Facility this Month	856
Total Carryovers to Next Month	1
Total State Inmate Days	14,669

Total Inmates (State and Federal Combined)	2030
Total Inmate Days (State and Federal Combined)	15,843

* Average Daily Population	<u>511</u>
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Total Days Billed to the State	14,669
Amount Charged to the State	\$ 25,670.75
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 26,019.50

Total Spent for Food this Month	\$40,443.55
Amount Over Allowance	\$40,094.80
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$2.55

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

Montgomery County Commission & D.T. Marshall Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

July, 2014

Date	Total # In Jail	Insane	Juvenile	Federal	Other	Month		Year	
						# In Jail State	Per Capita	Sheriff's Allowance	
1	469					469	\$ 820.75	\$ 11.25	
2	479					479	\$ 838.25	\$ 11.25	
3	473					473	\$ 827.75	\$ 11.25	
4	475					475	\$ 831.25	\$ 11.25	
5	475					475	\$ 831.25	\$ 11.25	
6	478					478	\$ 836.50	\$ 11.25	
7	479					479	\$ 838.25	\$ 11.25	
8	469					469	\$ 820.75	\$ 11.25	
9	474					474	\$ 829.50	\$ 11.25	
10	457					457	\$ 799.75	\$ 11.25	
11	458					458	\$ 801.50	\$ 11.25	
12	455					455	\$ 796.25	\$ 11.25	
13	459					459	\$ 803.25	\$ 11.25	
14	464					464	\$ 812.00	\$ 11.25	
15	468					468	\$ 819.00	\$ 11.25	
16	469					469	\$ 820.75	\$ 11.25	
17	465					465	\$ 813.75	\$ 11.25	
18	463					463	\$ 810.25	\$ 11.25	
19	467					467	\$ 817.25	\$ 11.25	
20	470					470	\$ 822.50	\$ 11.25	
21	471					471	\$ 824.25	\$ 11.25	
22	484					484	\$ 847.00	\$ 11.25	
23	484					484	\$ 847.00	\$ 11.25	
24	489					489	\$ 855.75	\$ 11.25	
25	483					483	\$ 845.25	\$ 11.25	
26	478					478	\$ 836.50	\$ 11.25	
27	476					476	\$ 833.00	\$ 11.25	
28	473					473	\$ 827.75	\$ 11.25	
29	484					484	\$ 847.00	\$ 11.25	
30	488					488	\$ 854.00	\$ 11.25	
31	493					493	\$ 862.75	\$ 11.25	
Total	14669	0	0	0	0	14669	\$ 25,670.75	\$ 348.75	

Amount Chargeable to the State (0900-14) \$ 25,670.75

SSN: Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 26,019.50

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

Crystal R. Vazquez

Notary Public, personally appeared

Montgomery County Commission & D.T. Marshall

Sheriff of said County, who being by me sworn,

makes oath that the within account for

26019.50

Dollars is correct and

that no part here of has been paid.

D.T. Marshall

Sheriff Signature

Sworn to and subscribe before me this

10th

day of

August, 20 14

Notary Public Signature

18-2

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED
August 5, 2014

SCHEDULE NO.

U.S. Marshals Service
One Church Street, Suite A-100
Montgomery, AL 36104
Attn: Debi Brewer

CONTRACT NUMBER AND DATE

PAID BY
USMS M/AL Montgomery

REQUISITION NUMBER AND DATE

PAYEE'S
NAME
AND
ADDRESS

Mac Sim Butler Detention Facility
225 South McDonough Street
Montgomery, AL 36104
(334) 832-1665 (Corlis Miles)
Fax: (334) 265-0990
corlismiles@mc-ala.org

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

GOVERNMENT B/L NO.

SHIPPED FROM

TO

WEIGHT

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT		AMOUNT (1)
				COST	PER	
July Jail Bill	7-01-14 thru 7-31-14	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1174	\$48.00	Day	\$56,352.00

Submitted by:

D. Marshall

(Use continuation sheets) if necessary		(Payee must NOT use the space below)		TOTAL	\$56,352.00
PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES	Amount verified; correct for	(Signature or initials)
☐ PROVISIONAL	= \$	≈ \$1.00			
☐ COMPLETE	BY (2)				
☐ PARTIAL					
☐ FINAL					
☐ PROGRESS	TITLE				
☐ ADVANCE					

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE 3	
			PER	
			TITLE	

(1) When stated in foreign currency, state name of currency
(2) If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his/her official title.
(3) When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name as well as the capacity in which he/she signs, must appear. For example: John Doe Company, per John.

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

SF-1034
10/87
USMS 07/05

18-3

Community Corrections Census & Fiscal Report

Oct, 13 Nov, 13 Dec, 13 Jan, 14 Feb, 14 Mar, 14 Apr, 14 May, 14 June, 14 July, 14 Aug, 14 Sept, 14 TOTAL:

PROGRAM TYPE:

~County Probation Offenders Fees Collected	161	145	138	101	113	115	104	105	96	101	0	0	
800.00	1,384.00	954.00	1,210.00	1,310.00	1,310.00	1,555.00	1,405.00	995.00	1,080.00	1,042.00	-	-	\$11,735.00
~Pre-Trial Release Participants (Jail Bed- Days Saved)	26	33	29	35	29	26	30	27	20	24	0	0	
820	777	884	1029	776	776	837	802	684	775	868	0	0	
340.00	420.00	380.00	245.00	355.00	355.00	355.00	295.00	315.00	185.00	230.00	-	-	\$3,120.00
~Drug Court Offenders Fees Collected	32	32	31	31	30	28	29	30	30	30	0	0	
3,515.00	2,910.03	5,722.14	2,765.00	4,118.20	4,118.20	3,453.97	4,052.48	2,950.00	4,175.00	3,030.00	-	-	\$36,691.82
~Jail/Prison Diversion Offenders Fees Collected	126	130	138	141	143	146	143	147	141	140	0	0	
2,754.00	2,890.00	2,879.00	2,800.00	3,930.00	3,930.00	3,503.00	2,640.00	3,583.00	2,869.00	2,775.00	-	-	\$30,623.00
25,740.00	26,810.00	32,650.00	31,470.00	29,970.00	29,970.00	34,590.00	32,100.00	32,630.00	30,990.00	31,590.00	-	-	\$308,540.00
~Electronic Monitoring Offenders Fees Collected	1	1	1	1	2	2	2	2	2	1	0	0	
150.00	100.00	100.00	150.00	155.00	155.00	275.00	155.00	125.00	440.00	-	-	-	\$1,650.00
~Drug Screenings Fees Collected	258	231	363	301	289	287	261	302	302	302	0	0	
1,450.00	1,265.00	1,615.00	1,770.00	1,440.00	1,440.00	1,400.00	1,585.00	1,260.00	1,320.00	1,450.00	-	-	\$14,555.00
~E.V.E.N. DV Program Enrolled Fees Collected	127	97	100	104	111	111	115	123	127	108	0	0	
2,625.00	2,570.00	1,330.00	1,895.00	2,337.50	2,337.50	2,105.00	2,020.00	1,660.00	2,805.00	2,316.00	-	-	\$21,362.50
~Other Fees Collected	135.00	60.00	195.00	165.00	255.00	240.00	305.00	270.00	270.00	165.00	0.00	0.00	\$2,060.00
TOTAL FEES: (13-14 FY)	\$ 37,509.00	\$ 38,408.03	\$ 45,825.14	\$ 42,270.00	\$ 43,870.70	\$ 47,476.97	\$ 44,557.48	\$ 43,688.00	\$ 44,134.00	\$ 42,697.00	\$ -	\$ -	\$ 430,337.32
Prior Year Fees (Comparison):	\$40,618.00	\$38,632.00	\$36,306.00	\$38,841.00	\$37,843.00	\$38,397.00	\$36,207.00	\$37,393.00	\$36,795.00	\$37,479.50	\$36,184.00	\$37,106.68	
TOTAL POPULATION SERVED: (Population at end of Reporting Month)	473	438	437	413	428	428	423	434	415	404	0	0	
Comparison Population Previous Year	382	391	398	429	436	439	419	419	419	435	436	438	
~Community Service Participants (Community Service Hours)	39	41	46	41	38	28	35	34	11	13	0	0	
217	348	305	179	165	165	135	156	213	213	212	0	0	
Value of Labor at \$7.25 per Hr. (Minimum Wage)	\$ 1,571.44	\$ 2,519.38	\$ 2,211.25	\$ 1,297.75	\$ 1,192.63	\$ 978.75	\$ 1,131.00	\$ 1,542.44	\$ 1,540.98	\$ 1,533.38	\$ -	\$ -	\$15,518.99
Budget Allocation (Anticipated Revenue)													
Total Amount Collected/Billed to Date	\$45,500.00	\$324,500.00	\$84,500.00	\$25,600.00	\$21,362.50	\$4,237.50							
Balance (of anticipated revenue)	\$8,808.18	\$15,960.00											
Revenue Comparison to Prior Year													
Current FY Year to Date Total	\$430,337.32												
Prior Year to Date	\$378,711.50												
Difference From Prior Year	\$51,625.82												
Total Projected Fees from All Other Sources*	\$480,100.00												
Target Amount expected to be collected/Billed by date	\$400,083.33	Target Percent	83.00%										
Total Collected/Billed to date	\$430,337.32	% of Goal Collected/Billed to date	89.63%										
Difference from Anticipated Revenue to Date: + or -	\$30,253.99												
*Other than from County Appropriations													