

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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www.mc-ala.org

August 28, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

At the conclusion of the Formal Session of the County Commission meeting on Monday, September 15, 2014, you will need to convene a Special Call Meeting of the Montgomery County Emergency Management Communications District Board to adopt the 2014-2015 Budget.

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

Waived Rules Items to Consider for September 2, 2014

Consider Budget Change Requests (6)

- 2-1 Appraisal – Request Number 3
 - 2-3 County Commission Appropriations – Request Number 30
 - 2-4 District Attorney – Request Number 3
 - 2-5 Probate Judge's Office – Request Number 13
 - 2-6 Revenue Commissioner's Office – Request Number 4
 - 2-7 Support Services – Request Number 3
- 3-1 Consider Purchase Order to Verizon Wireless for Equipment and Services for Montgomery County, Information Systems

Items to Consider for September 15, 2014 Agenda

- 4-1 Consider Renewal of Contract with Montgomery Armored Car Service, Inc., Tax and Audit Department
- 5-1 Consider Authorization to Participate in the CSX v. Alabama Department of Revenue (ADOR) Amicus Brief, Tax and Audit Department
- 6-1 Consider Award of Request for Proposal to Nitorco, Inc., regarding the Business License and Sales Tax System, Information Systems
- 7-1 Consider Insurance Renewals and Coverage for Fiscal Year 2014-2015 and Healthcare Plan Design Changes, Risk Management
- 8-1 Consider Lounge Retail Liquor-Class II (Package) License to Applicant Highway Retail Corp for 231 Package Store, located at 23192 B Troy Highway, Ramer, Alabama 36069, County Commission **(This request for liquor license will be advertised for presentation to the Commission on Monday, September 15, 2014)**
- 9-1 Consider to Recognize and Deny Claim Filed by Sylvester Williams, County Commission
- 10-1 Consider Contract Amendment Number 1 for Metal Pipe, Contract Number 53000-13B-029, Engineering Department
- 11-1 Consider Contract Amendment Number 1 for Concrete Pipe, Contract Number 53000-13B-030, Engineering Department
- 12-1 Consider Contract Amendment Number 1 for Oil Service and Tire Rotation Service, Contract Number 52110-13B-027, Sheriff's Office
- 13-1 Consider Contract Amendment Number 5 for Preventive Maintenance on Security System, Contract Number 52110-05B-037, Sheriff's Office
- 14-1 Consider Bid Award for Carpet at the Sheriff's Training Facility, Bid No. 52110-14B-016, Sheriff's Office
- 15-1 Consider Bid Award for Resurfacing Various County Roads, Bid No. 53600-14B-017, Engineering Department
- 16-1 Consider Award of Request for Proposal for Emergency Medical Treatment and Transportation Services for Montgomery County, Sheriff's Office
- 17-1 Consider Payment of 2014-2015 Membership Dues to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims and Risk Manager Scott Kramer, County Commission **(Dues are the same as the current year, which is \$50.00 per person)**

- 18-1 Consider Position Reallocation and Reclassification from Administrative Secretary to Office Manager and One-Step Irregular Salary Increase from Pay Grade A06, Step 6 to Pay Grade A07, Step 5, County Commission

Personnel Actions

- 19-1 **New Requests:** Copies of Position Fill Requests – Probate Judge’s Office (3)
- (1) Tag and License Supervisor, Position Number 750052047
 - (2) Assistant Tag and License Supervisor, Position Number to be Determined
 - (3) Customer Service Clerk, Position Number to be Determined
- 20-1 **New Requests:** Copies of Position Fill Requests – Detention Facility (2)
- (1) Corrections Officer Trainee/Corrections Officer, Position Number 172
 - (2) Corrections Officer Trainee/Corrections Officer, Position Number 207

General Information

- 21-1 Copy of Letter from District Attorney Daryl D. Bailey requesting FY2014-2015 Funding for Helping Montgomery Families Initiative (HMF) in the amount of \$100,000 **(In 2012, the Commission appropriated \$80,000 from Fund Balance. In 2013, the Commission appropriated \$100,000 from Fund Balance)**
- 22-1 Copy of Letter from District Attorney Daryl D. Bailey regarding Security for Offices located at One Dexter Plaza
- 23-1 Copy of Letter from Randall W. Stephenson regarding 2014 Alabama National Fair
- 24-1 Copy of Memorandum from Commissioner Ronda M. Walker regarding Budget Process
- 25-1 Copy of Letter from President Janet Coggins with Distinguished Young Women of Montgomery County requesting Funding for the Program **(In 2013, Vice Chairman Harris appropriated \$250 and Commissioner Polizos appropriated \$500 from their accounts for a total of \$750. In 2012, Commissioner Harris appropriated \$250 and Commissioner Polizos appropriated \$500 from their accounts for a total of \$750.)**
- 26-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 27-1 Copies of Detailed Accounts Payables, paid 8/15/14, 8/22/14 and 8/29/14; subject to the County Commission approval

August 28, 2014

Additional Information – No Attachments

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

- Marjorie Napier, Emergency Communications Operator II, Sheriff's Office (**24 years, 3 months**), effective October 1, 2014

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
SEPTEMBER 2, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:15 a.m. District Attorney Daryl Bailey and Director Sandra Edwards with Helping Montgomery Families Initiative (HMFI) – Presentation regarding FY2014-2015 Funding for HMFI in the amount of \$100,000 (**Information Item 21-1**) and Security for Offices located at One Dexter Plaza (**Information Item 22-1**)
- 8:30 a.m. Revenue Manager Terri Henderson – Presentation regarding Renewal of Contract with Montgomery Armored Car Service, Inc. (**Future Agenda Item 4-1**) and Authorization to Participate in the CSX v. Alabama Department of Revenue (ADOR) Amicus Brief (**Future Agenda Item 5-1**)
- 8:45 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Purchase Order to Verizon Wireless for Equipment and Services for Montgomery County (**Waived Rules Item 3-1**) and Award of Request for Proposal to Nitorco, Inc., regarding the Business License and Sales Tax System (**Future Agenda Item 6-1**)
- 9:00 a.m. County Engineer George Speake – Briefing regarding Engineering Operations
- 9:15 a.m. General Manager Randall Stephenson with the Alabama National Fair – Presentation regarding the 2014 Alabama National Fair (**Information Item 23-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:15 a.m. Risk Manager Scott Kramer – Presentation regarding Insurance Renewals and Coverage for Fiscal Year 2014-2015 and Healthcare Plan Design Changes (**Future Agenda Item 7-1**)
- 11:00 a.m. Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	8/25/2014
DATE:	8/25/2014	Finance Director		Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Printers	120-51985-583	0	20,100	52,000
Office Supplies/Minor Equip	120-51985-211	88,000	(20,100)	67,900
TOTAL BUDGET CHANGE		88,000	0	119,900
TOTAL 2014 APPRAISAL BUDGET		2,951,661	0	2,951,661

To realign the budget to purchase a new printer.

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



September 2, 2014

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Budget Change Request #3

I respectfully request your approval of this budget change request to move \$20,100 from office supplies/minor equipment (211) to printers (583). These funds will be used to purchase a printer that is compatible with the print functions used by the Capture Software in both the Revenue Commissioner's and the Appraisal Office. This purchase was approved at a previous County Commission Meeting.

CH

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

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MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 30

DEPARTMENT:	County Comm Appropriations	REVIEWED: S. Thomas	8/27/2014
DATE:	8/27/2014	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
Family Sunshine Center	001-55200.421	36,626	5,000	41,626
One Place Justice Center	001-55200.450	0	5,000	5,000
The Second Chance Foundation	001-5671.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(98,790)	(15,000)	(113,790)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(62,164)	0	(62,164)

JUSTIFICATION:

Budget for appropriations to the Family Sunshine Center, One Place Family Justice Center and the Second Chance Foundation.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 3

DEPARTMENT: District Attorney	REVIEWED: S. Thomas	8/19/2014
DATE: 8/14/2014	Finance Director	Date
REQUESTED BY: Daryl D. Bailey	APPROVED:	
Elected Official/Dept. Head	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
General Fund:				0
Fuels & Lubricants	001-51261-212	20,000	1,444	21,444
Telephone	001-51261-251	6,000	(275)	5,725
Travel - Registration & Training	001-51261-265	2,000	(1,088)	912
Investigations	001-51261-308	250	(30)	220
Copy Machine Rental	001-51261-223	12,500	(38)	12,462
Office Supplies/Minor Equip	001-51261-211	5,175	(13)	5,162
Grants Fund:				
Travel - Registration & Training	125-52800-265	10,000	(8,210)	1,790
Contract Services	125-52800-304	190,000	8,210	198,210
Solicitors Fund:				
Professional Services	760-51260-307	25,000	(5,000)	20,000
Books	760-51260-320	15,000	5,000	20,000
TOTAL		285,925	0	285,925

JUSTIFICATION:

To realign budgets for expenditures

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas	8/27/2014
			Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Legal Services - Temp Judges	001-51300-155	15,000	(1,350)	13,650
Travel - Registration & Training	001-51300-265	9,799	1,350	11,149
TOTAL		24,799	0	24,799

JUSTIFICATION:

To Cover Conference Travel expense.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Revenue Commissioner	REVIEWED:	S. Thomas	8/25/2014
DATE:	8/25/2014		Finance Director	Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
General Fund				
Office Supplies/Minor Equip	001-51500-211	14,950	1,000	15,950
Printing & Bookbinding	001-51500-309	1,000	(1,000)	0
				0
				0
				0
TOTAL		15,950	0	15,950

JUSTIFICATION:

To move funds to pay for blank forms for bills and age and disability exemptions due on October 1, 2014.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT	Support Services	REVIEWED: S. Thomas	8/22/2014
DATE:	8/22/2014	Finance Director	Date
REQUESTED BY:	S. Thomas/P. Litchfield	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	001-51901.211	9,300	1,000	10,300
Advertising	001-51901.253	500	(500)	0
Travel and Registration	001-51901.265	500	(500)	0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		10,300	0	10,300

JUSTIFICATION:

To realign budget categories to purchase a replacement computer.

Memo

To: Donnie Mims

From: Lou Ialacci

CC: Tammy Turner

Date: August 26, 2014

Re: Verizon Equipment and Services Schedule

The annual governmental Supply Schedule quotation from Verizon Wireless is attached for equipment and services being provided to all county departments. Verizon Wireless only enters into one year commitments or as Verizon refers to it – a one year “Federal Supply Schedule Purchase Order” with any governmental entity. Verizon requires this to ensure the governmental agency has pre-authorized the funds for the contract time period. Montgomery County Commission entered into our first one year contract in March 2009 for equipment and services. The contract has been renewed each subsequent year and is up for renewal again. The funds are in the departmental budgets.

Verizon continues to be the best wireless provider by far in Montgomery County and has very competitive pricing. The purchase order amount for the coming year will remain the same. Service and/or equipment is not ordered without department head approval. The Sheriff's Office, DA, and the Youth Facility continue to have critical needs for the wireless devices to assist in daily law enforcement. Their portion accounts for over 75% of the costs of the contract. This is for the service on air cards and smart devices.

The attached document is not a GSA contract. It is Verizon's governmental pricing schedule. The County's only commitment is a purchase order for service and equipment purchases for one year that is cancelable at any time the County chooses.

I am requesting this be placed on the work session agenda September 2, 2014 to be reviewed with the Commissioners. I am also requesting the Commission waive rules to approve the document. Due to a miscommunication the current document expired last week. The attached new one year purchase commitment has the identical terms and conditions that were approved last year. Thank you



Montgomery County Commission

GSA-Federal Supply Schedule Purchase Order

Date:	August 26, 2014
Vendor:	Verizon Wireless
Vendor Address:	7600 Montpelier Road Laurel, MD 20723
Vendor Email:	VZWFederalImplementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. Agency Name: <u>Montgomery County Commission</u> Signature of Authorized Official: _____ Printed or typed name: <u>Elton N. Dean, Sr.</u> Printed or typed title: <u>Chairman</u>
Contact Information:	Email address: <u>louialacci@mc-ala.org</u> Phone number: <u>334-832-1305</u> FAX number: <u>334-832-1695</u>
Billing Information:	Montgomery County Commission ATTN: Lou Ialacci PO Box 1667 Montgomery, AL 36012-1667 _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling <u>350</u> units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): <u>Various</u> Equipment: <u>Various</u>
Term:	<u>Sept 2, 2014</u> for <u>12</u> months through <u>2015</u> (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on <u>350</u> Lines (Estimated) \$ <u>18,000</u> Equipment charge(s) on <u>350</u> Lines (Estimates) \$ <u>10,000</u> Total Access and Equipment Fees on <u>350</u> lines (Estimate) \$ <u>226,000</u> Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items. <u>Various</u>
Miscellaneous:	Specify Phones, Delivery, Etc.: <u>Lou Ialacci-louialacci@mc-ala.org, 334-832-1305, Michael Nummy,michaelnummy@mc-ala.org, 334-832-1693, 0321072577</u>
Customer Acceptance:	Signature: _____ Date: _____

For Verizon Wireless internal use only: Approval: _____ Date: _____

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ELTON N. DEAN, SR.
CHAIRMAN

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VICE CHAIRMAN

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JILES WILLIAMS, JR

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: August 25, 2014

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
08/25/2014

RE: **Proposed Renewal of Montgomery Armored Car Service, Inc. Contract**

Please note our current contract with Montgomery Armored Car Service, Inc. ("MACS") will expire on September 30, 2014. A proposal for the renewal of this contract is attached covering the period October 1, 2014 through September 30, 2015. The proposed contract reflects an approximate 8.15% total monthly rate increase changing from \$342.99 per month to \$370.94 per month. The total monthly rate increase is comprised of 3% due to the proposed new base monthly rate of \$353.28 plus a 5% monthly line item insurance surcharge which is new to all 2014 MACS contracts. Based on the proposed new monthly rate structure there will be no fuel surcharge unless fuel reaches \$4.00 per gallon. With the exception of the new monthly rate and revised fuel surcharge structure all other contract language will remain the same as in the current contract. A copy of the current contract is also attached for quick reference. Please note the current contract rate of \$342.99 per month has been in effect since October 1, 2013.

I am submitting this memo to respectfully request that this item be included on the agenda for review and discussion during the informal business session of the Montgomery County Commission meeting on Tuesday, September 2, 2014, or as soon as possible thereafter. Please let me know if you need any additional information or have any questions. Thank you in advance for your assistance with this matter.

tah/attachments

Terri Henderson

From: Buddy Connell <buddy@macsdelivers.com>
Sent: Monday, August 18, 2014 2:04 PM
To: Terri Henderson
Subject: Proposed Contract 2014 - 2015
Attachments: ARMORED CAR CONTRACT - montgomery county commission - 8-18-14 - proposed.doc

Ms. Henderson:

Attached is the proposed 2014 – 2015 contract. There is a change in the monthly rate to offset the fuel surcharge. I remember the issues we have had in the past regarding “fluctuating” costs – I have re-rated the pricing to include Fuel Surcharge within the monthly base rate – it changes the rate to \$353.28 per month. However, this eliminated the possibility of Fuel Surcharge unless fuel reaches \$4.00 per gallon.

Additionally, new to all contracts this year (2014) is a line item service charge for insurance coverage – the rate is 5% of the total monthly rate. This is a flat fee that is charged per month.

The proposed total month cost will be \$370.94.

Please review and let me know your thoughts.

Professionally,

Buddy Connell

Buddy Connell
Vice-President, Sales and Operations
Montgomery Armored Car Service, Inc.
MACS Courier Service, LLC

(334) 396-1496
(334) 558-0163 (fax)
(334) 318-1494 (cell)

MONTGOMERY ARMORED CAR SERVICE, INC.
1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

WHEREAS, Montgomery Armored Car Service, Inc., a corporation, hereinafter referred to as the "Corporation", organized under the laws of the State of Alabama, is engaged in the business of receiving, transporting and delivery of goods, money, currency, coins, securities, products, bonds, negotiable instruments, checks, drafts, notes, debentures, or any other valuable personal properties which are the properties of others, for a fee or monetary compensation; and

WHEREAS, the undersigned, hereinafter referred to as the "Customer", does have need for the services performed or offered by the Corporation and desires to enter into a contract with said Corporation:

NOW THEREFORE, the Corporation agrees as follows:

1. To receive coins, money, checks, negotiable instruments, and/or securities in armored vehicles for and on behalf of the Customer and to acknowledge receipt for each individual container or shipment.
2. To transport said container or shipment to the consignee of the Customer's designation or choosing and to deliver said shipment or container into the custody of the consignee's agents or employees. The Corporation further agrees to obtain evidence of delivery to the agents or employees of the consignee and to furnish the Customer evidence of said delivery within a reasonable time upon receipt of a written request delivered to the Corporation by the Customer.
3. To receive shipments or containers from the Customer, during normal business hours at a time when the Corporation's vehicle is in a regular route within the immediate area of the customer and consignee's business establishment(s). Change orders to be delivered at the time deposits are picked up.
4. To receive, transport and deliver to the consignee only shipments or containers which are sealed or locked, by agents or employees of the Customer prior to receipt by the Corporation.
5. To be responsible and assume the liability for any loss of any shipment or the contents whereof after receipt of said container or shipment, up and until delivery of said shipment or container is accomplished with the Customer or the Customer's consignee, subject to the exceptions hereinafter referred to. The "said to contain" amount of shipment will be indicated on the messenger's route sheet, any bills of lading and signature book retained by the customer. The limit of the Corporation's liability shall not be an amount any larger than the maximum amount hereinafter stated, to be contained in the total shipment.
6. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the specified days of each week and deliver such to the Customer's designated consignee.

The Customer agrees as follows:

1. To furnish all containers in which any shipment is packaged for transportation by the Corporation. The containers shall be equipped with a locking device or system which shall be securely fastened, locked or closed prior to receipt by the Corporation. The customer agrees to inscribe on each container his design, name, trade-mark, or other individual insignia which shall easily identify his container from other containers which may be in the possession of the Corporation.
2. To maintain a safe or vault on his business premises which is under a dual control locking system in which two or more keys are needed to operate the doors to the safe or vault, the Corporation will provide the additional services of retaining possession of one key used in the

operation of said safe or vault and shall participate in the dual opening of the safe or vault in conjunction with any agent or employee designated by the Customer. The Customer and the Corporation both agree that the Corporation assumes no liability for the loss of any items while they are contained in the Customer's safe or vault. The contents shall be removed by the Customer's agent or employee and shall then be used in preparing a deposit or shipment and possession then delivered to the Corporation for transportation to the Customer's consignee. Both the Corporation and Customer understand that this provision or service is optional and the Customer must specifically request this service by acknowledgement where indicated in this contract. This paragraph is applicable only as Customer maintains dual control locking system.

3. The Customer understands that it is their responsibility to determine the monetary value of the contents of each container or shipment which is to be received by the Corporation and the Customer is to make this determination and to seal, secure or lock said shipment or container prior to the receipt by the Corporation's employees. It is also understood that the Corporation shall not have the possession of any key which unlocks or unfastens any container which is to be transported by the Corporation. If an employee, agent, or officer of the Corporation, upon receipt of any container has reason to believe that the lock or fastening device which is made a part of any container has been tampered with for whatever reason, which this is evidenced by marks, scratches, or by other means, the employee or agent of the customer shall, when requested by the Corporation's agent, servant or employee, open the container, verify the contents as correct or incorrect, and reseal or relock the container, prior to receipt by the Corporation.

4. That the Corporation shall not be obligated to receive, transport or deliver any money, currency, coins, securities, checks, stocks, bonds and/or other negotiable instruments, which are not contained in securely sealed bags, or other sealed containers. However, if any individual shipment is inadvertently received by the Corporation in any unsealed, unlocked or unsecured container, the Customer agrees that the Corporation shall not be responsible to determine the contents thereof and shall not be held liable for any alleged or shortage in the contents of any unlocked, unsealed or unsecured container.

5. To certify in writing the total value of the contents of any container as well as the total value of each shipment. Shipments shall not exceed the amount collectively or the value of the Corporation's total insurance coverage at any one time.

6. To notify the Corporation in writing the name of the Customer's designated consignee and acknowledges that the Corporation is not obligated to work with any person not so designated.

7. The Corporation shall not be liable for any non-performance or delays which arise from any event involving act of terrorism or mechanical difficulties with the transporting vehicles. The Customer further agrees that the Corporation shall not be liable for any loss or damage to the contents of any container which may result from the following:

- a. War-like or hostile actions taken by any force, organized or unorganized, against the United States government or the State of Alabama; any department or agency thereof or other governmental body which is considered a part of the United States or the State of Alabama.
- b. Any actions taken by the United States, the State of Alabama or any department, agency or military force thereof, including Coast Guard, law enforcement agencies and National Guard, in defending against any attack or threatened attack by any government, organized or unorganized; any guerilla forces, radical groups, terrorist organization whether or not they are recognized as such by any organized governmental entity located anywhere.
- c. Any conventional, unconventional atomic or nuclear fission device.
- d. Radioactive contamination caused by any accident involving any facility operated by any government authority, agency or department thereof, or operated by any private business entity organization or individual.

8. To give the Corporation immediate written notice of the nature of any loss or damage in the event all or any portion of any shipment or contents of any container is destroyed, damaged, or lost and to furnish an accurate itemized statement or list of such items damaged, destroyed or lost certified and made under oath by any agent, officer, or employee authorized by the Customer. The Customer acknowledges that the Corporation does not have knowledge of the contents of any shipment or container and agrees to cooperate immediately with the Corporation or others in recovery of the contents of any loss, damage, stolen container or shipment and to furnish any books, records, bank statements, duplicate deposit slips, or other items to be used in the verification of any loss claimed by the Customer.

9. In the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said check, Corporation's liability except as hereinafter limited shall be the payment to the Customer of:

- (a) Reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures.
- (b) The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include request by Customer to the makers of the missing checks to issue duplicates and in the event the maker refuses to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the Corporation and its assigns. It is further understood and agreed that the word "Shipment" wherever used in this agreement, shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one designation address.

10. To pay the Corporation for its services as follows. Additional charges, if any, are listed below.

SERVICE	FREQUENCY	MONTHLY RATE
Bank Deposit Pick-up	Monday through Friday Excluding State / Federal Holidays	\$353.28

Insurance Surcharge: **5.0%** surcharge will be added to the monthly base rate for insurance costs.

11. The total maximum liability is to be \$ 175,000.00 per any one shipment.

The initial term of this agreement shall commence immediately on the date executed below, and continue until September 30, 2015. Thereafter, this agreement shall automatically renew for successive terms equal to thirty (30) days each unless terminated or altered by either party by written notice to the other not less than 30 days before the effective date of such termination.

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

This contract is the entire agreement of the parties and the invalidity of any portion of this contract shall not affect the other provisions hereof and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

_____ This Customer desires the dual control service offered under the terms of this contract.

XX This Customer does not desire the dual control service offered under the terms of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ Day of _____.

CUSTOMER:
Montgomery County Commission
Tax and Audit Department
Montgomery County Courthouse
Annex Building # 3
Montgomery, AL

CORPORATION:
MONTGOMERY ARMORED CAR SERVICE, INC.
1701 Ridgeway West
Montgomery, AL 36110

BY: _____ BY: _____

Title Earl R. Childs, President

Special Instructions, if any:

Fuel Surcharge: Attachment A: Derived from information published by the Department of Energy's Gulf States Market Index each Monday, Fuel Surcharges start at 0.5% per \$0.05 increase in fuel above \$4.00 per gallon of diesel fuel.

Depositing Financial Institution: Regions Bank
Vault Services
Birmingham, AL

Consigned to: Regions Bank contracted armored carrier

Holidays Observed:

Labor Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	New Year's Day

ATTACHMENT A: FUEL SURCHARGE PROGRAM

FUEL SURCHARGE MATRIX – CONTRACT SPECIFIC

REVISED 8/18/14

Please follow the matrix below to base fuel surcharge applications. Please note that fuel surcharges will be updated each Tuesday and adjustments will be made, based upon the previous week's price per gallon for fuel in the Gulf States Regions. Fuel Surcharges are derived from information gathered from <http://tonto.eia.doe.gov> on a weekly basis

FUEL PRICE / GAL		PERCENTAGE (%)
FROM	TO	RATE
\$0.00	\$3.99	0.00%
\$4.00	\$4.04	0.50%
\$4.05	\$4.09	1.00%
\$4.10	\$4.14	1.50%
\$4.15	\$4.19	2.00%
\$4.20	\$4.24	2.50%
\$4.25	\$4.29	3.00%
\$4.30	\$4.34	3.50%
\$4.35	\$4.39	4.00%
\$4.40	\$4.44	4.50%
\$4.45	\$4.49	5.00%
\$4.50	UP	5.00% plus 0.5%
		increase per
		\$0.05 increase in fuel

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

RONDA M. WALKER
REED INGRAM
JILES WILLIAMS, JR

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: August 27, 2014

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
08/27/2014

RE: Request For Approval To Participate - ACCA Submitting Amicus Brief
On Behalf Of Participating Counties

Please see copy of email received from Mary Pons at the ACCA Office this week specific to assistance requested for the CSX v. ADOR Amicus Brief pending to be filed with the U.S. Supreme Court. Montgomery County would also be directly impacted by this pending litigation. Considering the time sensitivity and potential impact involved in this matter, it is my recommendation that we move forward at the earliest to request Montgomery County Commission approval to participate in having the ACCA provide assistance with the Amicus Brief pending to be filed on behalf of the participating counties.

If you are in agreement with this recommendation I would appreciate your assistance in getting this item placed on the Montgomery County Commission Agenda for Tuesday, September 2, 2014, or as soon as possible thereafter for further discussion and consideration. If our decision is to participate we will need to provide notice back to the ACCA Office as soon as possible.

Please contact me as needed should you have questions. Thank you again for your assistance and consideration in this matter.

tah/attachment

Terri Henderson

From: Mary Pons <mpons@alabamacounties.org>
Sent: Tuesday, August 26, 2014 9:44 AM
To: Terri Henderson
Subject: Assistance Requested for CSX v. ADOR Amicus Brief

[Click here](#) to view the web version of this mailing.



*67 Counties, **One** Voice*



August 26, 2014

ASSISTANCE REQUESTED FOR CSX v. ADOR AMICUS BRIEF

In July 2013, the 11th Circuit Court of Appeals declared that Alabama's taxing of railroad carriers on the sale and use of diesel fuel was unconstitutionally discriminatory because the tax was not levied on motor and water carriers (which pay fuel excise taxes the railroad carriers do not pay). While the initial lawsuit did not name local entities, lawsuits for refunds have since been filed against local governments levying a similar tax under the theory that since local taxes must parallel the state tax, if the state tax is unconstitutional, the local tax is unconstitutional as well.

The United States Supreme Court has now agreed to hear this case during its upcoming term and the Alabama Attorney General's office is working diligently on its brief to be filed in that court. Clearly, the outcome of this case will have a far-reaching impact on state-collected revenues. Additionally, the final outcome of this litigation will have significant consequences for any counties presently levying a sales and use tax on diesel fuel purchased by railroad carriers – particularly given that lawsuits seeking refund of taxes already paid are now pending in several counties.

The Attorney General's office has requested that the ACCA and the Alabama League of Municipalities support the state's position in this litigation by joining in an amicus (friend of the court) brief to be filed in the U.S. Supreme Court along with the state's brief. Additionally, they would like any and all affected local governments to join in this amicus brief. Plans at this point are to have one brief filed on behalf of all interested counties and municipalities. Therefore, it will not be necessary for any participating county to submit a separate brief.

We are currently trying to identify which counties are directly impacted by this litigation so we can include as many entities as possible in the supporting brief. Therefore, if your county currently levies a local sales and use tax on diesel fuel purchased by railroad carriers and your county would be interested in participating in this important effort to overturn the 11th Circuit decision, please contact me as soon as possible. Work has already begun on the amicus brief and it is anticipated it will be ready for filing in the next few weeks. Therefore, we need to finalize a list of county participants as

quickly as we can.

This is an extremely important issue for both the state and counties levying this tax (one county reports that they are subject to refunds of almost \$2 million if this decision is not overturned). Showing the U.S. Supreme Court that this decision is not only wrong on the law but will have devastating financial consequences for state and local governments in Alabama could make a significant difference in making the case to overturn the 11th Circuit's ruling. Therefore, we hope all affected counties will give serious consideration to this request for participation.

Please feel free to contact me if you have any questions about this important (but complicated issue).

Mary E. Pons
Association Counsel

Association of County Commissions of Alabama
P.O. Box 5040, Montgomery, AL 36103
t: 334.263.7594 | f: 334.263.7678

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Memo

To: Donnie Mims
From: Lou Ialacci
CC: Terri Henderson, Barry Crabb
Date: August 27, 2014
Re: Business License and Sales Tax RFP Recommendation

I would like to present the Business License and Sales Tax Team recommendation to the Montgomery County Commission during the September 2nd work session. The attached documents represent our approach, evaluation, and justification for our decision.

The recommended vendor, Nitorco, Inc. has a master agreement that was put in place with the County Commission to provide software systems development, enhancements, and support for the Sheriff's Office. This project will only require a "Statement of Work" (SOW) for each phase that would include the specific deliverables, costs, and time frame. The total cost is \$212,590 and will be broken down on the SOW documents for each phase of the project. There will be an annual maintenance and support agreement of \$43,200. The development and annual maintenance costs will be shared by the City (60%) and the County (40%). In addition, the County and the City will need to purchase a server, related operating software, and disk storage equipment at approximately \$45,000 for each entity. This will make the County's total investment \$130,036 - \$85,036 software and \$45,000 hardware.

This is a very large project and one that we have devoted a great deal of time to ensure that we get the best value for the both the City and the County. This will allow us to work together to maximize our sales tax collections.

Thank you.

**City of Montgomery and Montgomery County Commission
Evaluation of Business License and Sales Tax Systems RFP's**

Responding to the needs of the City and the County for a new business license and sales tax system a team of City/County representatives and the Information Systems Department worked on a project to replace the antiquated and unreliable old systems. Here are the main steps taken and the key decision points that lead the evaluation team to recommend Nitorco, Inc. as the vendor to provide the system and the team to manage the implementation project.

1. Six to eight companies were initially contacted and general qualifications reviewed. The companies were offered an opportunity to come in to learn about the City and the County. The business license and sales tax managers explained their needs during the vendors' preliminary presentations of their products.
2. After the original presentations to the critical department managers and others, an evaluation team of 7 people was formed. The Team consisted of: Barry Crabb, City of Montgomery (COM) Finance Director; Louis Ialacci, Chief Information Technology Officer (City and County); Betty Beville, COM Assistant Finance Director; Donald Mims, Montgomery County Administrator; Terri Henderson, Montgomery County Revenue Manager; Charles Wilson, COM Revenue Manager; Connie Thomas, COM Revenue Compliance Officer.
3. The team used information provided in the presentations, input from their respective areas, and other resources to develop a City/County combined RFP (Request for Proposal).
4. The RFP was sent out to several vendors and posted on the City's website. An opportunity for vendors to submit questions was provided and the answers were returned in ample time prior to the due date for the proposals.
5. Six (6) companies responded to the RFP – Capital Software, Ingenuity, Nitorco, Progressive Solutions, Revenue Discovery Systems, and Tyler Technologies.
6. The evaluation team reviewed the proposals and called references for each vendor.
7. The evaluation team then determined a short list of 3 vendors based on their proposals, experience, earlier vendor questions and responses, references, and vendor cooperation.
8. The evaluation team then had the three short listed vendors – Nitorco, Progressive Solutions, and Tyler Technology do a formal presentation of their systems to demonstrate their ability to meet the specifications outlined in the RFP.
9. Additional functional questions surfaced, along with a concern, about how the implementation approach would be handled for two entities.
10. Each of the 3 vendors was invited to provide another presentation to address the latest questions.
11. The County Probate Office, who issues business licenses for the County, was represented by William Flowers and business license personnel attended some of the presentations.

The team's recommendation is unanimous. Attached is a spreadsheet with the major evaluation criteria and the evaluation ratings. Our decision was predicated on key items that were application specific, some subjective, and others technical.

12. Price was important, but not the only criteria. The team was very concerned about the flexibility and knowledge the vendor exhibited to meet the unique needs of two governmental entities, but provide the comparison reporting
13. All 3 vendors were very good, but the difference in price, implementation approach, references, and technical presentation support the recommendation of Nitorco for this project.

CITY OF MONTGOMERY AND MONTGOMERY COUNTY COMMISSION
Evaluation of Business License and Sales Tax Systems RFP'S

VENDORS

ITEM	CAPSOFT	INGENUITY	NITORCO	PROGRESSIVE	RDS	TYLER (COM)	TYLER (MCC)
Presentation			14	20			8
Pricing (Score)			7	14			21
One time plus installation	\$ 28,000	\$ 132,000	\$ 212,590	\$ 599,848	\$ 137,500	\$ 691,600	\$ 490,000
Annual maintenance	\$ 22,000	\$ 20,000	\$ 43,200	\$ 99,400	\$ 1,120,320	\$ 80,800	\$ 58,000
Technology			9	20			13
RFP Response			9	12			15
Vendor Approach			7	20			15
References	Not on short list	No on short list	3	9	Not on short list		6
Implementation Plan			10	18			14
Site Visit & Extra Demos			5	13			12
			64	126			104

Rating:

Scale of 1 to 3 But you can use .5 increments if necessary as long as the total for the Item is 3

(1 being the best)

Cumulative Scores

8/13/2014

6-4

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

August 26, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Insurance Renewals & Coverage for the 2014 / 2015 Fiscal Year

I have outlined the insurance renewal information for the upcoming year:

Excess Workers Comp – This year through an RFP process we were able to maintain the same deductible of \$600,000 (\$750,000 - Sworn Officers) and decrease the rate by 9.4% to .18167 per \$100 of payroll. This coverage is with New York Marine & General Insurance and was secured through Palomar Insurance. The projected premium is \$64,352.

Life Insurance – Last year, Harmon Dennis Bradshaw obtained an extension with Hartford for Life Insurance and AD&D at a combined rate of \$.17 per \$1,000 of coverage valid until July 1, 2016. The projected premium is \$63,543.

Excess Health – Catastrophic Medical Excess has secured coverage with HCC with the same deductible of \$400,000 and the individual rate of \$3.15 and family rate of \$8.90. The projected premium is \$75,241

Property – The premium rate secured through Colonial Insurance with Affiliated FM will remain the same as last year. The projected premium is \$97,253.

Excess Liability – Colonial Insurance has secured coverage with States Risk Retention Group with a slight increase in premiums resulting from a few more vehicles. The projected premium is \$189,471.

Health Insurance - I have outlined my proposed changes to the healthcare plan design and contributions (see attached). I am recommending the COBRA rates be set at \$503 for individual coverage and \$867 for family coverage

I would like the opportunity to discuss the insurance renewals and plan design changes with the Commission at the next meeting.

Montgomery County Commission

Health Care Proposed Contribution Changes (effective 10/1/14)

<u>Current Monthly Contribution Levels</u>	<u>Proposed Monthly Contribution Levels</u>
1) Single employee - \$50	1) Single employee - \$56
2) Family employee - \$225	2) Family employee - \$236
3) Single retiree < 65 - \$50	3) Single retiree < \$56
4) Family retiree < 65 - \$225	4) Family retiree < 65 - \$236
5) Single retiree > 65 - \$35	5) Single retiree > 65 - \$40
6) Family retiree > 65 - \$85	6) Family retiree > 65 - \$90
7) Surviving Spouse	7) Surviving Spouse
- < age 65 - \$325	- < age 65 - \$325
- > age 65 - \$210	- > age 65 - \$210
8) County - \$565	8) County - \$608

Montgomery County Commission Health Care Proposed Plan Design Changes (effective 10/1/14)

<u>Current Plan Design</u>	<u>Proposed Plan Design Changes</u>
Prescription Co-pay (\$50 deductible)	Prescription Co-pay (\$50 deductible)
Generic \$10	Generic \$15
Brand \$40	Brand \$50
Preferred Brand \$60	Preferred Brand \$70
Office Visit Co-pay	Office Visit Co-pay
Primary Care \$30	Primary Care \$35
Specialty \$40	Specialty \$50
Out of Pocket Maximum	Out of Pocket Maximum
Individual \$400	Individual \$1500
Family \$1200	Family \$3000

D.T. MARSHALL, SHERIFF



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

August 27, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : 231 Package Store
23192B Troy Highway
Highway 231 South
Ramer, Alabama 36069
Off Premise Liquor License

I have reviewed the attached application. The Montgomery County Sheriff's Office has no objections to the approval of this license.

DTM/tb

8-1

Memorandum

To: Sheriff D.T. Marshall

From: Sgt. J. Oliver

Subject: 231 Package Store – Class II (Package)

Date: August 27, 2014

On August 26, 2014, the area of 23192 Highway 231 South was canvassed inference to a liquor application submitted by Minesh Patel for an Off Premise Liquor License. Wine and Beer has been sold at this location for years without any reported issues. Contact was made with residents in the area of the business and no concerns or objections about the pending liquor license were expressed.

Sgt. J.D. Oliver

Montgomery County Sheriff's Office



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140521151520212



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: 231 PACKAGE STORE Filing Fee: \$50.00

Applicant: HIGHWAY RETAIL CORP Transfer Fee:

Location Address: 23192 B TROY HIGHWAY RAMER, AL 36069

Mailing Address: 23192 B TROY HIGHWAY RAMER, AL 36069

County: MONTGOMERY Tobacco sales: YES Tobacco Vending Machines: 0

NO Type Ownership: CORPORATION

Book, Page, or Document info: 00318 0746-0748

Date Incorporated: 08/09/2013 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 08/09/2013 Alabama State Sales Tax ID: R008672787

Name: Title: Date and Place of Birth: Residence Address:

MINESH K PATEL 7764643 - AL AL, MONTGOMERY	PRESIDENT Incorporated:08/09/2013	05/12/1963 UGANDA EAST AFRICA	105 GLENWOOD AVE TROY, AL 36081 Authority:08/09/2013

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MINESH PATEL

Business Phone: 334-584-7035

Fax:

Home Phone: 334-566-4978

Cell Phone: 334-590-2627

E-mail: BOOSADTROY@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

8-3

Receipt Confirmation Page

Receipt Confirmation Number: **20140521151520212**
Application Payment Confirmation Number: **9839576**

Payment Summary

Payment Item	Fee
Application Fee for License 011	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary

Payment Item	County Fee	State Fee	Total Fee
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

License Type 2:

License County: MONTGOMERY

Business Type: CORPORATION

Trade Name: 231 PACKAGE STORE

Applicant Name: HIGHWAY RETAIL CORP

Location Address: 23192 B TROY HIGHWAY
RAMER, AL 36069

Mailing Address: 23192 B TROY HIGHWAY
RAMER, AL 36069

Contact Person: MINESH PATEL

Contact Home Phone: 334-566-4978

Contact Business Phone: 334-584-7035

Contact Fax:

Contact Cell Phone: 334-590-2627

Contact Email Address:

Contact Web Address:

8-4



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20140521151520212



Initial each

Signature page

NP

In reference to law violations, I attest to the truthfulness of the responses given within the application.

NP

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

NP

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

NP

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

NP

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

NP

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

NP

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Minesh K. Patel

Signature of Applicant:

Notary Name (print): Krystle Scott

Notary Signature:

Commission expires: 4-15-18

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

8-5



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140521151520212



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: BHUMIRAJ REALTY LLC 334-268-9958

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 920 Display Square Footage: 920

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: ONE STORY License covers: ENTIRE STRUCTURE

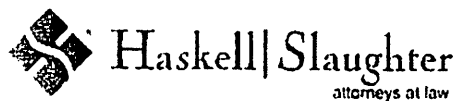
Number of licenses in the vicinity: 3 Nearest: 1

Nearest school: 0 miles Nearest church: 0 miles Nearest residence: 5 miles

Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334 265.8573 | f. 334 264 7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TT6

TO: Donnie Mims

FROM: Tommy Gallion

DATE: August 19, 2014

RE: Claim of Sylvester Williams
Date of Injury: February 7, 2014

I am in receipt of your August 8, 2014, memo regarding a claim filed by Shunnarah Injury Lawyers, P.C. on behalf of Sylvester Williams and incident that occurred at school in which the principal of Goodwyn Junior High grabbed the student by the arm and threw him backwards and the student is alleging injuries. I reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is the responsibility of the Montgomery County School Board of Education.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

August 8, 2014

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

RE: Sylvester Williams
Date of Injury: February 7, 2014

Attached is a Notice of Claim submitted by Alexander Shunnarah Personal Injury Attorneys on behalf of their client, Sylvester Williams. We received this letter in our office on August 7, 2014.

Please review this letter and take appropriate action as to its validity against the Montgomery County Commission.

A recommendation to the County Commission to recognize and deny this claim is appreciated by August 18, 2014.

Thank you for your assistance in this matter.

/tlm

Attachment



Alexander Shunnarah

PERSONAL INJURY ATTORNEYS

August 6, 2014

VIA FAX & U.S. MAIL

Montgomery County Commission
Attn: Donald Mims
101 South Lawrence Street, 1st Floor
Montgomery, Alabama 36104

OUR CLIENT	:	Sylvester Williams
DATE OF LOSS	:	02/07/2014
LOCATION OF LOSS	:	Goodwyn Middle School

Alexander Shunnarah
Darold A. Mathews
M. Logan Doss
Tia M. Kennedy
Benjamin E. Harrelson
Brandon T. Bishop
J. Stuart McAtee
Thanasis Nicolau
Craig P. Niedenthal
Sara L. Williams
T. Brian Hoven
Perry G. Jackson
Kris D. Burbank
D. Kevin Barnes
Steven P. Smith
David L. Graves¹
Isaac Rollman
J. Culpepper Sawyer, III
Rosemary N. Alexander²
James T. Laura, Jr.
Bradford T. Walden
Heidi V. Abbott
Kevin Ritchey
Channika S. DeSilva
Ryan T. Charles

C. Anthony Graffeo
Of Counsel
Antonio D. Spurling
Of Counsel

¹Also member TN bar
²Also member GA bar

Dear Mr. Mims:

Enclosed please find a Notice of Claim regarding the above-referenced incident.
Please forward this on to your counsel and have them contact me regarding the same.

Yours very truly,

Sara L. Williams

Direct Dial: (205) 983-8140
Direct Fax: (205) 983-8440
E-mail: swilliams@asilpc.com
Enclosure

3626 Clairmont Avenue
Birmingham, Alabama 35222
205-323-1000
Fax 205-323-1877
Fax 205-323-6878

800-229-7989
877-270-2539
www.shunnarah.com

Mobile, AL 251-438-7400
Huntsville, AL 256-533-1300
Montgomery, AL 334-954-4442

9-3

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)

NOTICE OF CLAIM

TO: MONTGOMERY COUNTY, ALABAMA
Montgomery County Commission
Attn: Donald Mims
101 South Lawrence Street, 1st Floor
Montgomery, Alabama 36104

COMES NOW, Sylvester Williams, [hereinafter referred to as "Claimant"], through his undersigned attorney, pursuant to the Code of Alabama (1975), and hereby give notice of and present a claim to/against the above addressed entities in the sum of one hundred thousand dollars and no cents (\$100,000.00).

Said claim arises out of an accident that occurred on or about February 7, 2014 in Montgomery, Alabama on 209 Perry Hill Road, Montgomery, Alabama 36109. On the day of the incident, Sylvester Williams was a student at Goodwyn Junior High School. Mr. Rodney A. Bright was the principal of Goodwyn Junior High and an employee of Montgomery County, via the doctrine of Respondeat Superior and/or Vicarious Liability, and potential other currently unknown liable entities, Rodney A. Bright grabbed Sylvester Williams left arm and then right arm behind him and threw him backwards allowing Sylvester Williams' head to hit the corner of the milk container. As a consequence of the aforementioned accident Claimant sustained physical injuries resulting in recoverable damages including, but not limited to, medical expenses, lost wages and pain and suffering.

The instant claim arises out of the above addressed entities negligence and/or wantonness. Additionally, the above addressed entities may be liable for the negligent hiring, negligent training, negligent supervision, respondeat superior and vicarious liability.

Claimant asks that the Montgomery County provide them with any information and/or documentation they have pertaining to the accident described herein. If any recipient of this notice knows of any other persons or entities they deem to be responsible in any manner for the Claimant's damages they should inform the Claimant and her counsel of the names and addresses of such persons or entities immediately. Additionally, if any recipient of this notice believes their organization is in no way associated with the subject incident the Claimant and his counsel ask to be informed of the same in writing. Lastly, please provide Claimant's counsel with any and all relevant information regarding liability insurance, which will be applicable in this case.

Dated this the 6th day of August, 2014.



Sara L. Williams (POA) for Claimant:
Sylvester Williams



Sara L. Williams
Attorney for Claimant

OF COUNSEL:

Shunnarah Injury Lawyers, P.C.
3626 Clairmont Avenue
Birmingham, AL 35222
(p) 205.983.8139
(f) 205.983.8439

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II TT
DATE: August 26, 2014
RE: Contract 53000-13B-029
Metal Pipe

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

This will allow for the contract to be extended for one (1) year, beginning October 1, 2014 and ending on September 30, 2015, with the option to renew for an additional year.

All pricing will increase by 5% in accordance with the terms of the contract.

Attachment

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

A M E N D M E N T
T O
CONTRACT NO. 53000-13B-029

AMENDMENT NO. 1

DATE: August 26, 2014

Contract No. 53000-13B-029 hereby amended as follows:

-Contract period is extended for one (1) year, beginning October 1, 2014 and ending September 30, 2015, with the option to renew for one year. A price escalation may be allowed but shall not exceed 5% per year.

-Pricing for the above period will increase by 5%.

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

WITNESS:

CONTECH ENGINEERED SOLUTIONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II TT
DATE: August 26, 2014
RE: Contract 53000-13B-030
Concrete Pipe

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

This will allow for the contract to be extended for one (1) year, beginning October 1, 2014 and ending on September 30, 2015, with the option to renew for an additional year.

Attachment

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

A M E N D M E N T
T O
CONTRACT NO. 53000-13B-030

AMENDMENT NO. 1

DATE: August 26, 2014

Contract No. 53000-13B-030 hereby amended as follows:

-Contract period is extended for one (1) year, beginning October 1, 2014 and ending September 30, 2015, with the option to renew for one year. All prices will remain firm.

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

WITNESS:

HANSON PIPE & PRECAST

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II *TT*
DATE: August 26, 2014
RE: Contract 52110-13B-027
Oil Service and Tire Rotation Service

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

This will allow for the contract to be extended for one (1) year, beginning October 1, 2014 and ending on September 30, 2015, with the option to renew for an additional year.

All pricing will increase by 5% in accordance with the terms of the contract.

Attachment

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

A M E N D M E N T
T O
CONTRACT NO. 52110-13B-027

AMENDMENT NO. 1

DATE: August 26, 2014

Contract No. 52110-13B-027 hereby amended as follows:

-Contract period is extended for one (1) year, beginning October 1, 2014 and ending September 30, 2015, with the option to renew for one year. A price escalation may be allowed but shall not exceed 5% per year.

-Pricing for the above period will increase by 5%.

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

WITNESS:

J. WRIGHT'S AUTOMOTIVE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: August 28, 2014
RE: Amendment No. 5 to Contract 52110-05B-037
Preventive Maintenance on Security System

Request that approval of the attached Amendment No.5 extending the period of the contract for Preventive Maintenance on the Security Cameras, Doors, Lock and any other Security Components within the County Buildings be placed on a future County Commission agenda.

Amendment No. 5 will extend the contract period for a two (2) month period beginning October 1, 2014 and will end on November 30, 2014 with provision to execute a new contract prior to November 30, 2014.

Attachment

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

AMENDMENT
TO
CONTRACT FOR SECURITY SYSTEM MAINTENANCE

Amendment No. 5

Date: August 28, 2014

Amendment No 5 to Contract for Security System Maintenance is hereby amended as follows:

-By extending the Contract period for two (2) months, beginning on October 1, 2014 and ending on November 30, 2014.

-With provision to execute a new contract prior to November 30, 2014.

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

WITNESS:

NORMENT SECURITY GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II TT

Date: August 26, 2014

Subject: Invitation to Bid No. 52110-14B-016
Replace Carpet at Sheriff's Training Facility

Request that approval of the above referenced Invitation to Bid to low bid of Weiss Flooring in the amount of \$4,799.25, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall.

Attachment

Purchasing Department

Montgomery County Commission

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-016					WEISS FLOORING DAVID WYATT (334)277-9927		H & H CARPETS, INC. TIM BANNISTER (334)277-6552		MG CONTRACTING, LLC MELISSA ROGERS (334)285-9222					
DATE ISSUED: AUGUST 13, 2014														
DATE OPENED: AUGUST 25, 2014														
SHERIFF'S OFFICE														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	JOB TO	EA	1		\$4,799.25	\$4,799.25	\$5,392.47	\$5,392.47	\$6,840.00	\$6,840.00				
	REPLACE CARPET													
	AT SHERIFF'S													
	TRAINING FACILITY													

Notes:

26 BIDS MAILED

Page 1

carpettrainingfacility

14-2

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II TT

Date: August 21, 2014

Subject: Invitation to Bid No. 53600-14B-017
Resurfacing Various County Roads
Project No. MC-1-2014

Request that approval of the above referenced Invitation to Bid to low bid of Asphalt Contractors, Inc., in the amount of \$909,163.40, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Mr. George C. Speake, County Engineer.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3	
BID NO. 53600-14B-017				ASPHALT CONTRACTORS, INC. ATTN: CHARLES BRASSELL PHONE#279-5228 - FAX#279-0654		MIDSOUTH PAVING, INC. ATTN: PHONE#288-8310-FAX#284-6790		WIREGRASS CONSTRUCTION, INC. ATTN: BRETT ARMSTRONG PHONE#356-2560-FAX#356-2570	
ISSUED: AUGUST 1, 2014									
BID OPENED: AUGUST 19, 2014									
ENGINEERING - MC-1-2014									
TERMS OF PAYMENT/DISCOUNT:									
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	#405A-000-TACK COAT	GAL	11,922	\$3.15	\$37,554.30	\$2.75	\$32,785.50	\$4.50	\$53,649.00
2	#407B-000-JOINT SEALANT	MI	8	\$275.00	\$2,200.00	\$185.00	\$1,480.00	\$250.00	\$2,000.00
3	#408A-052-PLANING	SY	26,717	\$1.30	\$34,732.10	\$1.80	\$48,090.60	\$1.50	\$40,075.50
4	#410H-000-REMIKING DEVICE	LS	1	\$7,900.00	\$7,900.00	\$12,500.00	\$12,500.00	\$22,500.00	\$22,500.00
5	#424A-360-ASP. SURFACE	TN	7,436	\$64.50	\$479,622.00	\$70.35	\$523,122.60	\$76.00	\$565,136.00
6	#424A-366-ASP. LEVELING	TN	4,384	\$62.50	\$274,000.00	\$70.35	\$308,414.40	\$76.00	\$333,184.00
7	#600A-000-MOBILIZATION	LS	1	\$38,850.00	\$38,850.00	\$35,666.00	\$35,666.00	\$15,500.00	\$15,500.00
8	#698A-000-CONST. FUEL	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	#701A-030-SOLID WHITE STR	MI	4	\$1,500.00	\$6,000.00	\$1,750.00	\$7,000.00	\$1,500.00	\$6,000.00
10	#701A-034-SOLID YELLOW STR	MI	4	\$1,500.00	\$6,000.00	\$1,750.00	\$7,000.00	\$1,500.00	\$6,000.00
11	#701B-007-DOTTED STR	LF	392	\$1.00	\$392.00	\$1.00	\$392.00	\$1.00	\$392.00
12	#701C-000-BROKEN TEMP STR	MI	9	\$500.00	\$4,500.00	\$650.00	\$5,850.00	\$500.00	\$4,500.00
13	#701C-001-SOLID TEMP STR	MI	14	\$500.00	\$7,000.00	\$680.00	\$9,520.00	\$500.00	\$7,000.00
14	#703A-004-T CNRL MARKINGS	SF	1,336	\$3.00	\$4,008.00	\$4.00	\$5,344.00	\$3.00	\$4,008.00
15	#703B-004-T CNRL LEGENDS	SF	121	\$5.00	\$605.00	\$5.00	\$605.00	\$5.00	\$605.00
16	#705A-030-PVT MARKERS 2C	EA	41	\$2.50	\$102.50	\$4.00	\$164.00	\$2.50	\$102.50
17	#705A-032-PVT MARKERS 1B	EA	147	\$2.50	\$367.50	\$4.00	\$588.00	\$2.50	\$367.50
18	#705A-037-PVT MARKERS 2D	EA	204	\$2.50	\$510.00	\$4.00	\$816.00	\$2.50	\$510.00
19	#705A-038-PVT MARKERS 2E	EA	50	\$2.50	\$125.00	\$4.00	\$200.00	\$2.50	\$125.00
20	#740B-000-CONST SIGNS	SF	489	\$5.00	\$2,445.00	\$8.50	\$4,156.50	\$7.10	\$3,471.90
21	#7400-000PILOT CAR	LS	1	\$2,250.00	\$2,250.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
RESURF. VARIOUS COUNTY ROADS -3 BIDS PICKED UP									
TOTAL BID AMOUNTS				\$909,163.40		\$1,010,694.60		\$1,068,626.40	

CONTRACTUAL AGREEMENT

THIS AGREEMENT made and entered into this 15th day of September, 2014, by and between the Montgomery County Commission, party of the first part (hereinafter called the County), and Asphalt Contractors, Inc., party of the second party (hereinafter called the Contractor).

W I T N E S S E T H

WHEREAS, the County desires the Resurfacing Various County Roads for a distance of 7.514 miles hereinafter more particularly described, and the Contractor desires to furnish and deliver all the materials and to do and perform all the work and labor for the said purpose;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged; the parties hereto agree as follows:

1. The Contractor promises and agrees to furnish and deliver all the materials to do and perform all the work and labor required to be furnished and delivered; done and performed in and about the improvement of property in Montgomery County known as:

Project No. MC-1-2014 same to be Bid No. 53600-14B-017 in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared or approved by the Chairman of the County Commission, the originals of which are on file in the office of the County Engineer and which said Plans and Specifications, Notice to Contractors, and Proposal are hereby made a part of this Agreement fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The County agrees and promises to pay to the Contractor for said work, when completed in accordance with the Provisions of this Contract, the price as set forth in said Proposal amounting to Nine Hundred and Nine Thousand One Hundred Sixty Three Dollars and 40/100-----\$909,163.40.

(\$909,163.40) payments to be made as provided in said Specifications upon presentation of the proper certificates and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the Chairman of the County Commission or his representatives.

4. The decision of said Chairman of the County Commission upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.
5. Montgomery County Commission and Asphalt Contractors, Inc. reserves the right to cancel this contract with a (30) day written notice, at any time during the contract due to non-compliance of the contract by Asphalt Contractors, Inc, and/or Montgomery County Commission.
6. Dispute Resolution: If a dispute arises out of or relates to this Agreement or it breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations. The parties shall endeavor to settle the dispute by non-binding mediation. The locations the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Asphalt Contractors, Inc.
7. IN WITNESS WHEREOF, the MONTGOMERY COUNTY COMMISSION as caused these present to be executed by _____ Elton N. Dean, Sr. _____ Chairman, and Asphalt Contractors, Inc., the Contractor, has hereto set his hand and seal this day and year above written.

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

_____ Elton N. Dean, Sr.

Chairman

WITNESS:

ASPHALT CONTRACTORS, INC.

BY: _____

Contractor

_____ Printed Name

TITLE: _____

**PROPOSAL
FOR THE CONSTRUCTION OF MONTGOMERY COUNTY
PROJECT NO. MC-1-2014
BID NO. 53600-14B-017
MONTGOMERY COUNTY, ALABAMA**

DATE: 8/19/14

PROPOSAL OF Asphalt Contractors, Inc.

LICENSE NO. 6934 OF Montgomery, Alabama

for the construction of Resurfacing Various County Roads for a total length of 7.514 Miles located in Montgomery County, Alabama, in accordance with all the provisions of the Invitation to Bid No. 53600-14B-017 advertised by the Montgomery County Commission and the plans composed of drawings identified as Montgomery County Project No. MC-1-2014. The specifications are hereto attached.

TO THE MONTGOMERY COUNTY COMMISSION:

SIRS: The following proposal is made on behalf of the undersigned and no others. Evidence of authority to submit the proposal is herewith furnished.

The undersigned has carefully examined the plans and specifications, and the State of Alabama, Department of Transportation, Standard Specifications for Highway Construction, 2012 Edition, including the special provisions hereto attached and has also personally examined the site of work. On the basis of the specifications and plans, the undersigned proposes to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work and furnish all materials in the manner specified.

The undersigned further agrees to complete the entire project in sixty (60) working days.

The undersigned understands that the quantities listed in the Items of Construction are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work at the unit price listed. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.

MONTGOMERY COUNTY PROJECT NO. MC-1-2014

ITEM NO.	QUANTITY / UNIT / DESCRIPTION	UNIT PRICE	AMOUNT BID
405A-000	11,922 Gallons Tack Coat	3 ¹⁵ / ₁₀₀	37,554 ³⁰ / ₁₀₀
407B-000	8 Miles Joint Sealant for Hot Mix Asphalt Pavement	275 ⁰⁰ / ₁₀₀	2200 ⁰⁰ / ₁₀₀
408A-052	26,717 Sq. Yds. Planning Existing Pavement (Approx. 1.10" thru 2.0")	1 ³⁰ / ₁₀₀	34,732 ¹⁰ / ₁₀₀
410H-000	1 Material Remixing Devise	7900 ⁰⁰ / ₁₀₀	7900 ⁰⁰ / ₁₀₀
424A-360	7,436 Tons Superpave Bit. Con. Wearing Surface Layer, 1/2" Max. Aggregate Size Mix, ESAL Range C/D	64 ⁵⁰ / ₁₀₀	479,622 ⁰⁰ / ₁₀₀
424A-366	4,384 Tons Superpave Bit. Con. Wearing Surface Layer, Leveling 1/2" Max. Aggregate Size Mix, ESAL Range C/D	62 ⁵⁰ / ₁₀₀	274,000 ⁰⁰ / ₁₀₀
600A-000	1 Lump Sum Mobilization	38,850 ⁰⁰ / ₁₀₀	38,850 ⁰⁰ / ₁₀₀
698A-000	1 Lump Sum Construction Fuel (Maximum Bid Limited to \$)	0	0
701A-030	4 Miles Solid White, Class 2T, Type A Traffic Stripe	1,500 ⁰⁰ / ₁₀₀	6,000 ⁰⁰ / ₁₀₀
701A-034	4 Miles Solid Yellow, Class 2T, Type A Traffic Stripe	1,500 ⁰⁰ / ₁₀₀	6,000 ⁰⁰ / ₁₀₀
701B-007	392 Lin. Ft. Dotted, Class 2T, Type A, Traffic Stripe	1 ⁰⁰ / ₁₀₀	392 ⁰⁰ / ₁₀₀
701C-000	9 Miles Broken Temporary Traffic Stripe	500 ⁰⁰ / ₁₀₀	4,500 ⁰⁰ / ₁₀₀
701C-001	14 Miles Solid Temporary Traffic Stripe	500 ⁰⁰ / ₁₀₀	7,000 ⁰⁰ / ₁₀₀
703A-004	1,336 S.F. Traffic Control Markings	3 ⁰⁰ / ₁₀₀	4,008 ⁰⁰ / ₁₀₀
703B-004	121 S.F. Traffic Control Legends, Class 2T, Type A	5 ⁰⁰ / ₁₀₀	605 ⁰⁰ / ₁₀₀
705A-030	41 Pavement Markers, Class A-H, Type 2-C	2 ⁵⁰ / ₁₀₀	102 ⁵⁰ / ₁₀₀
705A-032	147 Pavement Markers, Class A-H, Type 1-B	2 ⁵⁰ / ₁₀₀	367 ⁵⁰ / ₁₀₀
705A-037	204 Pavement Markers, Class A-H, Type 2-D	2 ⁵⁰ / ₁₀₀	510 ⁰⁰ / ₁₀₀
705A-038	50 S.F. Pavement Markers, Class A-H, Type 2-E	2 ⁵⁰ / ₁₀₀	125 ⁰⁰ / ₁₀₀
740B-000	489 S.F. Construction Signs	5 ⁰⁰ / ₁₀₀	2,445 ⁰⁰ / ₁₀₀
7400-000	1 Pilot Car	22,500 ⁰⁰ / ₁₀₀	22,500 ⁰⁰ / ₁₀₀
	TOTAL BID		909,163 ⁴⁰ / ₁₀₀

Documents for this Item will be provided at Tuesday's Meeting



ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION

August 15, 2014

ACCMA ANNUAL MEMBERSHIP DUES Renewal Form for 2014-2015 Membership Year (October 1, 2014 – September 30, 2015)

Organization Name: Montgomery County Commission Telephone: 334/832-1210

Address: P.O. Box 3667, Montgomery 36103- Web Address: mc-ala.org

You are receiving this membership renewal form because you and others from your organization were members of the Alabama City/County Management Association during the 2013-2014 membership year. In order to continue to receive all ACCMA mailings and to attend the association's two annual educational events, persons must be current ACCMA members. Eligible members include City and County Managers, Administrators, Assistant Managers, Assistant Administrators, Clerks, Finance Directors, Accounting Clerks, Personnel Directors, Mayors, Council Members, Chairpersons, Commissioners, other administrative & assistant administrative personnel, MPA students and professors from Alabama's colleges and universities, and Businesses in good standing with the Association whose products or services do not compete with the Alabama League of Municipalities or the Association of County Commissions of Alabama. Renewal of membership in ACCMA for 2014-2015 is due October 1, 2014. Direct any questions regarding ACCMA membership to Marcia Collier at 334-263-7594 or mcollier@alabamacounties.org.

(Please list all persons renewing membership)

Name: <u>Donald L. Mims</u>	Title: <u>Administrator</u>	Email: <u>donaldmims@mc-ala.org</u>
Name: <u>Scott Kramer</u>	Title: <u>Risk Manager</u>	Email: <u>scotttkramer@mc-ala.org</u>
Name: _____	Title: _____	Email: _____
Name: _____	Title: _____	Email: _____
Name: _____	Title: _____	Email: _____
Name: _____	Title: _____	Email: _____
Name: _____	Title: _____	Email: _____
Name: _____	Title: _____	Email: _____

Total Amount Enclosed: \$ _____ (\$50 City/County Regular or Associate Member p/person;
\$10 Student Member p/person; \$100 Business Member p/business)

Renewal Due October 1, 2014!

EXPEDITE YOUR RENEWAL BY FAXING FORM TO: 334-263-7678

Make checks payable to: Alabama City/County Management Association
Mail to: ACCMA, P.O. Box 5040, Montgomery, AL 36103-5040

17-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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 26, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Reallocation and Reclassification regarding Office Manager

Recently, the Montgomery City-County Personnel Department performed a desk audit of the Administrative Secretary position currently held by Tammy Nix in the Montgomery County Administrator's Office. The Personnel Department recommended that the position should be reallocated to the Office Manager, pay grade A07, due to the higher degree and scope of responsibility in a variety of areas.

I am recommending that Tammy Nix receive a one step-irregular salary increase with her reclassification from Administrative Secretary Pay Grade A06, Step 6 (\$40,662) to Office Manager Pay Grade A07, Step 5 (\$44,202). The Montgomery City-County Rules and Regulations would have placed the pay for Ms. Nix at Step 4 (\$42,835). The additional salary cost of this recommendation would be \$3,540.

Ms. Nix is dedicated to performing quality work and has proven to be a great asset to the County Commission. Her eagerness to help me as the Administrator is very valuable and therefore I am requesting that the Commission consider approval of this recommendation.

DLM/tn

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

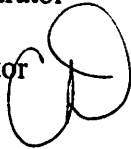
PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Carmen Douglas, Personnel Director 

DATE: August 15, 2014

SUBJECT: Results of Desk Audit of Administrative Secretary Position (County Administrator's Office)

In response to your request, the Personnel Department has performed a desk audit of the Administrative Secretary position currently held by Tammy Nix in the Montgomery County Administrator's Office. Based on a comparison of Ms. Nix's current duties and the class specifications of both the Administrative Secretary and Office Manager, we have determined that the responsibilities and duties performed are most consistent with the Office Manager. This classification is distinguished from the Administrative Secretary by the higher degree and scope of responsibility in a variety of areas.

It is our recommendation that the position under review should be reallocated to the Office Manager, pay grade A-07. If you are in agreement with our evaluation of this position and would like to reclassify Tammy Nix as an Office Manager, please submit a Form 10.

If you have any questions concerning this recommendation, you may call Kaila Matney, Personnel Analyst, or me. Thank you for allowing us to assist you with your personnel needs.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

TO: Montgomery County Commission
THRU: Donnie Mims
FROM: Steven L. Reed, Probate Judge
SUBJECT: Request Approval of Position Fill Request/ Retired RSA Employee
DATE: August 25, 2014

I request approval of three (3) position fill requests relative to the retirement of a tag and license supervisor. Specifically, we request approval of: 1) Tag and License Supervisor; 2) Assistant Tag and License Supervisor; and, 3) a Customer Service Clerk.

On September 30th 2014, Ms. Elizabeth Talley will be retiring from her distinguished service to Montgomery County. As a result, the Probate Office will be without one (1) supervisor. We would like to ensure minimal disruption to the offices and our team. As such we expect to promote a current Assistant Tag and License Supervisor to fill that vacancy and, in turn, promote a Customer Service Clerk to fill the Assistant Supervisor Position. This will ultimately leave the one (1) Customer Service Clerk vacancy relative to this request. All of these positions are currently in our budget.

Thank you for your favorable consideration of this request.

POSITION FILL REQUEST

COMPLETE ACTION DATES

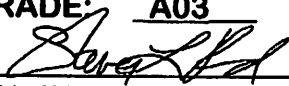
1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

1. POSITION TITLE: Tag and License Supervisor
POSITION NUMBER: 750052047
PROPOSED EFFECTIVE DATE: 1 September 2014
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03


APPOINTING AUTHORITY

Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

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

COMPLETE ACTION DATES

1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

1. POSITION TITLE: Assistant Tag and License Supervisor

POSITION NUMBER: _____

PROPOSED EFFECTIVE DATE: 1 September 2014

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

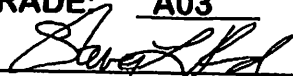
☐ Promotional Transfer

☐ Transfer

☒ Open Competitive Register

☐ Reemployment

PAY GRADE: A03


APPOINTING AUTHORITY

Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

FUNDING AUTHORITY

Date

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

COMPLETE ACTION DATES

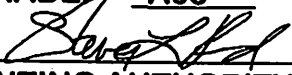
1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

1. POSITION TITLE: CSC
POSITION NUMBER: _____
PROPOSED EFFECTIVE DATE: 1 September 2014
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03


APPOINTING AUTHORITY

Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

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 172

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 pbw
Department Head

Date August 11, 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 _____

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 207

Proposed Effective Date September 1, 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 8-22-14
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 25-Aug-14

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

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www.mc-ala.org/da

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



(334)832-2550

August 27, 2014

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

RE: HMFI Funding for FY2014-2015

Dear Chairman Dean:

The Montgomery County Commission has supported the Helping Montgomery Families Initiative (HMFI) for over seven years in our efforts to provide intervention/prevention services to suspended and/or truant MPS students and their families.

Last year, our goal was to reduce the number of suspensions and unexcused absences by 5% from the previous school term. We are pleased to report that we exceeded our goal and both suspensions and unexcused absences were reduced by 15%.

We are committed to continue our partnership with Montgomery Public Schools to keep children in school and need your continued support. I respectfully request the Commission to approve funding for HMFI in the amount of \$100,000 for the upcoming fiscal year 2014-2015.

Thank you joining with our office, the Montgomery Public Schools, and the City of Montgomery to provide a proven, unique and true crime prevention program for the children and families of Montgomery County.

Sincerely,

Daryl D. Bailey

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

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www.mc-ala.org/da

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



(334)832-2550

August 22, 2014

Donnie Mims
County Administrator
Montgomery County Commission

Dear Donnie,

I am very grateful to you and the County Commission for the renovation of Annex I. I am very pleased that this project is underway and that my offices will benefit from the new and expanded space.

As you know a large part of my office is now located at One Dexter Plaza. This space for the most part is meeting our needs. I do want to point out to you and the Commission some areas of concern. We were told that this space would have security. Once we occupied the space we became aware that while there is a security guard at the front entrance on occasion there is not a constant security presence at the entrance. Furthermore the security guard is not armed and has no means of scanning for weapons. This is a very troubling safety issue.

We have also discovered that there are multiple entrances to the building that have no security presence at any time. The lack of security has me concerned for the safety of my employees. As you know we deal with very dangerous people on a daily basis. Even our victims and witnesses on occasion are very dangerous individuals with a violent criminal history. Of particular concern is Grand Jury. During our Grand Jury weeks we have over 500 witnesses that testify during a week's time. With no security measures in place not only are we placing our employees in danger but the public as well.

I am not a security expert but I did look at some options. One option is to use Montgomery Police Officers as security on our floor. I believe that one sworn police officer could secure our space if given the proper equipment such as a metal detector. My office contacted MPD and was told that they could provide an officer from 7:30 to 5:30 Monday through Friday for \$1500 a week. MPD is willing to

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waive all other costs normally associated with hiring off duty officers because of our relationship. The maximum cost would be \$72,000 a year. This amount would obviously be reduced because when our office is closed due to holidays or weather we would not have to pay. MPD also would not require a contract and we could cancel at any time with a phone call.

I believe that with one officer and a video camera system that our office could be adequately secured. We did receive a quote from a company of 4,102.32 to install an adequate security video system.

We have checked other options. I spoke with the Sheriff on today's date and he informed me that he does not have the available staff to provide security. Because of the heavy demands on my investigators with the thousands of cases we have pending in my office it would not be prudent to use them as security.

I also want to point out that the lessor has not complied with the lease agreement. In the agreement they were supposed to wash the windows and that has not been done. There is also a huge insect problem within the building. The building is infested with some type of flies or gnats. My staff constantly has to swat these insects. Our most recent Grand Jury constantly complained of the problem.

Again, thank you for all of your hard work in helping us with our renovations and securing temporary space. I entrust that you will resolve the issues that I have mentioned. If I can be of service to you please do not hesitate to contact me.

Sincerely,

Daryl D. Bailey
Daryl D. Bailey
District Attorney

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of the 3rd day of June, 2014 by and between The City of Montgomery, (hereinafter referred to as "Lessor") and The Montgomery County Commission, (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lessor and Lessee agree as follows:

1. **PREMISES.** Lessor does hereby demise and lease unto Lessee and Lessee does hereby rent and lease from Lessor, subject to all of the terms and provisions hereof, approximately 11,150 S.F. on the second floor of the interior of the building known as One Dexter Plaza, located at One Court Square, Montgomery, Alabama, that is further evidenced by the area outlined in yellow on Exhibit "A" attached hereto and made a part hereof (herein referred to as the "Premises") and, which building is now constructed on the land described on Exhibit "B" attached hereto and made a part hereof, (herein referred to as the "Property"). The Premises and the Property are leased subject to any and all easements or other encumbrances which may now or hereafter affect the Premises and the Property.

2. **PRIMARY TERM.** The Primary Term of this Lease shall be for a period commencing on June 16, 2014, and expiring on September 30, 2015, (the "Primary Term"), unless extended as provided in Section 33. herein, (the "Option Term").

3. **USE.** The Premises shall be used and occupied by Lessee primarily for the Montgomery County District Attorney's office and related Grand Jury use and for no other use or purpose whatsoever, except upon the prior written consent of Lessor. Lessee shall have no claim against Lessor for any damages should Lessee's use and occupancy of the Premises and the Property for the purposes set forth in this Lease be prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any act of any legal or governmental or other public authority.

Lessee accepts the Premises "As Is," except as herein provided, and as suited for the use intended by Lessee. The Premises shall NOT be used for any illegal purpose or in violation of any regulation of any governmental body, or in any manner to create any nuisance or trespass. Lessor makes no representation or warranty that Premises are suitable for the use for which the same are leased.

4. **BASE RENT.** Lessee shall pay to Lessor the following Base Rent during the Primary Term of this Lease:

<u>MONTHS</u>	<u>BASE RENT/MONTH</u>	<u>BASE RENT/YEAR</u>
June 16, 2014 - June 30, 2014	No Rent	\$N/A
July 1, 2014 - Sept. 30, 2015	\$13,008.33	\$156,100.00

Lessor and Lessee hereby acknowledge and agree that the Base Rent, as hereinabove defined, represents rental payable for the Premises.

The Base Rent, as herein provided, for the Primary Term of this Lease Agreement shall be due and payable monthly, in advance, beginning July 1, 2014 and monthly thereafter for the remaining fourteen (14) months of the Primary Term as provided above. In the event any installment of rent is not paid within five (5) days after it becomes due, a service fee of ten percent (10%) of the past due rental shall also become immediately due and payable. Note: See Paragraph 32., Security Payment and Paragraph 33. Renewal Options.

The Base Rent shall, at Lessee's option, include Lessee's use of furniture and cubicles currently located in the Premises. Provided Lessee desires to use such furniture and cubicles, then it agrees to accept such in its "as is" condition and, at the expiration of this Lease, return such furniture and cubicles to Lessor in the same condition as received, less normal wear and tear.

5. PREPARATION OF PREMISES. Lessor agrees to proceed with due diligence to prepare the Premises for Lessee's occupancy in accordance with the terms of this Lease and in accordance with the schedule attached hereto as Exhibit "C", Work Agreement. Lessor shall deliver the Premises for Lessee's occupancy on or before June 16, 2014.

6. ORDINANCES, REGULATIONS AND ZONING. Lessee shall not use or occupy or permit the Premises to be used or occupied in any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance or for any use in contravention of the terms of this Lease. Lessee, at Lessee's expense, shall comply with all laws, rules, regulations, ordinances and requirements of federal, state, county and municipal authorities, which may now or hereafter be in force, which shall impose any duty on Lessor or Lessee with respect to the use, occupation or alteration of the Premises. Lessee, at its expense, shall also comply with all requirements of the board of fire underwriters or fire insurance exchange or other body having similar functions. Lessee shall further comply with any liability and fire insurance company by which the Lessor and/or Lessee may be insured. Lessee shall hold the Lessor harmless from penalties, fines, costs or damages which are occasioned by and result from Lessee's use and occupancy of the Premises or any of Lessee's covenants expressed herein.

7. ALTERATIONS AND TRADE FIXTURES. Except as herein provided, Lessee shall not have the right to make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Any alterations, additions, and improvements made in accordance with the terms of this Lease shall be done and performed in a good and workmanlike manner and shall remain, from the time of construction and installation, the property of the Lessor. No such alteration by Lessee permitted herein shall violate any lawful rule or regulation, or zoning restriction or other law, or ordinance or regulation applicable thereto. Lessee shall not permit any liens to attach to the Premises on the Property and shall pay all costs for and save the Lessor harmless on account of any claims of mechanics, materialmen or any liens in connection with any

such alterations, additions or improvements. Lessee shall have the right to place on the Premises Lessee's trade fixtures, equipment and other personal property of Lessee. Lessee shall have the right to move, remove, replace or repair its trade fixtures placed upon the Premises by Lessee, provided such act is in the ordinary course of business and Lessee's covenant as to the condition of the Premises shall apply on account thereof.

8. REPAIRS AND MAINTENANCE. (a) Except for Lessor's obligation to provide that all mechanical, plumbing and electrical located within the Premises and on the Property will be in working order prior to the commencement of this Lease, and except for the Lessor's work required in Paragraph 5. herein, Lessee agrees to accept the Premises and the Property in an "as is" condition. The maintenance and repair of the Premises to be performed by Lessor, during the term of this Lease, shall include, without limitation, plate glass, windows, security system, interior maintenance, electrical, including light bulbs, plumbing, heating and cooling systems, and floor and window coverings of the Premises. Lessor agrees to maintain and repair the slab, the roof, the exterior structural portions of the Premises including the parking areas/deck on the Property.

(b) Lessee shall take good care of the Premises and, at Lessee's expense, shall promptly make all repairs, ordinary or extraordinary, interior or exterior, in and about the Premises and the Property required by reason of (1) the installation or operation of Lessee's property in the Premises, (2) the moving of Lessee's property in or out of the Premises, or (3) the misuse or neglect or other act of or sufferance by Lessee or any of its employees, agents or contractors except if caused by the fault of Lessor or its employees, agents, or contractors. Lessee, at its expense, shall repair all scratched, damaged or broken doors or glass in the Premises and shall be responsible for all repairs, maintenance and replacement of wall and floor coverings in the Premises that are damaged as a result of Lessee's negligence.

In the event any of the Premises' HVAC compressors break down, or for any cause or reason cease to function properly, except for Lessee's neglect or failure to perform as required herein, Lessor shall use reasonable diligence to repair the same within ten (10) business days from the date of written notice from Lessee. If Lessor shall fail to comply with this provision, after being given written notice of the need thereof from Lessee, Lessee may perform Lessor's obligation and make such repairs, as the case may be. If it does, all amounts paid by Lessee in connection with such HVAC repairs will be payable by Lessor to Lessee on demand. If Lessor fails to make the repayment, Lessee shall have the right to offset the amount of the repayment against its Base Rent; however, Lessee will have no lien or claim against the Premises.

9. AD VALOREM TAXES. Lessor shall be responsible for payment of all real estate ad valorem taxes, if any, assessed against the Property. Lessee shall be responsible and shall pay any taxes due on its property located in the Premises.

10. UTILITIES, DEBRIS REMOVAL, ETC. Lessor shall provide, at Lessor's expense, janitorial service (5 nights per week), garbage collection and any and all utilities including electrical, gas and water related to the Premises. Lessor shall pay for all exterior lawn services at the Property. Lessee shall provide, at Lessee's expense, any and all expenses related to its telephones, IT and data services at the Premises. Lessee shall allow no liens to attach to the Premises on account thereof and shall indemnify Lessor and save Lessor harmless on account thereof.

11. **SIGNS.** Lessee may, at Lessee's own risk and expense, provided Lessee first secures any necessary governmental authorities' approval and the prior written consent of Lessor, lawfully erect or place signs concerning the business of the Lessee on interior glass doors of the Premises in location(s) approved in advance by Lessor. Any sign placed thereon during the term of this Lease shall comply with all applicable zoning requirements and restrictive covenants, if any, affecting the Premises and the Property. Lessee agrees to maintain said signs in good state of repair, to save Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Prior to the end of the term hereof Lessee agrees to remove the same at its expense and to repair or cause to be repaired any damage to the Premises and/or the Property which may occur on account thereof.

12. **INSPECTION.** Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the Premises and the Property at any reasonable times and to permit Lessor to make such repairs to the Premises and the Property which Lessor may deem desirable or necessary for its safety or preservation, and which Lessee has failed to do and Lessor may assess Lessee for the cost of such repairs as additional rental. Such permission as is granted hereby to Lessor shall not be deemed to require Lessor to do any act unless specifically provided for in this Lease.

13. **INDEMNIFICATION OF LESSOR BY LESSEE.** Lessee agrees to indemnify Lessor and save Lessor harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises and the Property or resulting from or attributable to the occupancy or use by Lessee of said Premises and the Property or any part of thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees or licensees. Lessee shall store its property and shall only allow other's to place their property in or upon, and shall occupy, the Premises and the Property at its and their own risk and releases Lessor, to the fullest extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, no matter when or where or to whom same occurs without being limited by any other provision of this Lease.

Lessor shall not be responsible or liable to Lessee or to any other person or persons for any loss or damage to either the person or property of Lessee or to any other person or persons. Lessor shall not be responsible for any injury, loss or damage to any person or to any property of Lessee or any other person caused by or resulting from bursting, breakage or from leakage, steam, or snow or ice, running, backing up, seepage, or the overflow of water or sewage in any part of said Premises or the Property or for any injury or damage caused by or resulting from Acts of God or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises or the Property. Nothing herein contained shall be construed to indemnify Lessor against, or to release Lessor from, the gross negligence and wanton conduct by Lessor or from Lessor's own intentional or wrongful acts. If any proceeding is brought against Lessor by reason of any such claim enumerated herein, the Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee will provide and insure in its public liability policies required herein, not only its own liability in respective matters therein mentioned, but also the liability herein assumed.

14. **INSURANCE.** (a) **Lessor's Insurance.** Lessor agrees to provide and keep in force during the term of this Lease insurance covering the Premises and Property. Lessor's insurance coverage shall not be required to cover any of Lessee's property and Lessee shall not have any claim against any of the proceeds of Lessor's coverage. In the event Lessee's use of the Premises or the Property causes an increase in the premium for the fire and extended coverage insurance policy carried by Lessor prior to the execution of this Lease Agreement, the amount of such increase in net annual premium shall be paid to Lessor by Lessee as additional rental annually upon demand and presentation of written evidence by Lessor.

(b) **Public Liability and Property Damage Insurance.** Upon possession, Lessee agrees and covenants to provide and keep in force such general comprehensive public liability and property damage insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for injury or death to any one person and Two Million and No/100 Dollars (\$2,000,000.00) for injury or death for any one accident, together with Five Hundred Thousand and No/100 Dollars (\$500,000.00) for damage to property, such insurance to insure Lessor, Lessee and, if requested, Lessor's mortgagee against such liability.

(c) At all times during the term of this Lease, Lessee shall pay all premiums for and maintain in effect insurance covering all fixtures, furniture, equipment and other items of Lessee's personalty in the Premises against all casualties included in the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief".

(d) Lessee hereby covenants that no policy to be provided by it hereunder shall be subject to cancellation or modification except after twenty (20) days' prior written notice to Lessor and any mortgagee of the Premises and the Property, and each policy shall so provide. All policies evidencing the insurance required shall be taken out and maintained in generally recognized, responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken and shall be subject to Lessor's approval. All certificates of insurance required shall be deposited with the Lessor, who, in turn, may deposit such policies with any mortgagee of the Premises and the Property. At least twenty (20) days prior to the expiration of any such policy, Lessee will furnish to Lessor evidence reasonably satisfactory to Lessor that such policy has been renewed or replaced by another policy. Anything herein to the contrary notwithstanding, any insurance required by the provisions hereof may be evidenced by a blanket policy covering risks in addition to those hereby required to be covered, but if and only if appropriate allocation certificates and loss payable endorsements are furnished to Lessor and mortgagee. If Lessee shall fail to maintain any insurance required herein, Lessor shall have the right, but not the obligation, to cause such insurance to be effectuated and, if such insurance shall be effectuated by Lessor, Lessee shall immediately reimburse Lessor all premiums incurred by Lessor.

(e) Except for the use of the Premises and the Property set forth herein, Lessee shall not permit any operation to be conducted in the Premises or the Property that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by Lessor.

15. **DAMAGE OR DESTRUCTION.** In the event that the Premises or the Property shall be damaged by fire or any other cause, then, at Lessor's option, the damage may be restored by Lessor to a condition similar to that prior to such damage as soon as may be reasonably practicable after such damage, and the rent, until such repairs shall be made, shall be apportioned according to

the part of the Premises and the Property which is useable by the Lessee. All insurance proceeds payable on account of such damage or destruction shall be payable to and belong solely to Lessor; provided, however, Lessor shall apply any proceeds from any insurance payable on the account of such damage or destruction toward the cost of its restoration as provided herein. Upon completion by Lessor, full rental shall commence. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Lessor and for reasonable delay on account of "labor troubles," or any other cause beyond Lessor's control. If Lessor shall decide not to restore or not to rebuild the Premises, or if the Premises are totally damaged or are rendered wholly untenable by fire or other cause, or if the Premises shall be so damaged that Lessor shall decide to demolish it or to rebuild it, then or in any of such events, Lessor may, within ninety (90) days after such fire or other cause, give Lessee a notice in writing of such decision and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Lessee shall vacate the Premises and the Property and shall surrender the same to Lessor.

16. CONDEMNATION. If more than fifteen percent (15%) of the Premises shall be acquired or condemned by eminent domain or taken under threat of eminent domain, whether voluntary or not, for any public or quasi public use or purpose, and such acquisition or condemnation renders the Premises unfit for the purpose for which it is leased herein, then and in that event this Lease shall terminate; such termination to be effective from the date of effective taking, or of title vesting in such proceeding, whichever shall first occur, and neither party shall have any claim against the other for the value of the unexpired term of said Lease. In the event of any condemnation or taking, any and all proceeds attributable to such taking, including leasehold and reversion, shall belong solely to Lessor without any deduction therefrom for any present or future estate of Lessee and Lessee waives and assigns to Lessor all its right, title and interest in such award. In the event of any taking of the Premises or the Property which does not permit a cancellation of this Lease, then the provisions of this Lease shall remain in full force and effect.

17. SUBORDINATION. Lessor and Lessee agree that, as to any mortgage or mortgages which are presently upon or which may be placed upon the Premises or the Property after the date hereof, this Lease shall be subordinate; provided, however, that the mortgagee of any such mortgage shall agree that the Lessee's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage if at the time of the bringing of an action to foreclose or thereafter, the Lessee shall not be in default in the payment of rental or in the performance of other obligations under this Lease. Notwithstanding the foregoing, if such mortgagee shall foreclose on Lessor's interest, then such mortgagee shall have all rights of Lessor as if it were an original Lessor under this Lease and Lessee shall attorn to such mortgagee without the need for any further evidence thereof. Lessee agrees, upon demand, without costs, to execute any instrument as may be necessary to effectuate such subordination, which instruments shall include, among other provisions required by the mortgagee, an agreement on the part of the Lessee to attorn to any and all of Lessor's successors in interest to the Premises resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure. Lessee agrees to cooperate with Lessor in providing documentation and executing such instruments, as may be reasonably necessary, to enable Lessor to obtain Lessor's financing in connection with the improvements to be constructed hereunder.

18. NOTICES. All notices or demands given or required to be given hereunder shall be in writing and, if to Lessor, sent by United States certified mail, postage prepaid, addressed to the Lessor at: P.O. Box 111, Montgomery, AL 36101-1111; and, if to the Lessee, hand delivered or

sent by United States certified mail, postage prepaid, addressed to the Lessee at: Montgomery County Commission c/o Donnie Mims, Administrator, 101 So. Lawrence St., Montgomery, AL 36104; provided that either party by like written notice may designate any different addresses to which subsequent notices shall be sent. All rental due and payable from Lessee to Lessor hereunder shall be sent to the same place as notices to Lessor herein provided.

19. QUIET ENJOYMENT. Lessor agrees that, upon Lessee's compliance with and subject to the terms and conditions of this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises and the Property for the term of this Lease.

20. SURRENDER. At the expiration of the Primary Term and any renewal term(s), Lessee will quit and surrender the Premises and the Property hereby leased in as good state and condition as when delivered to Lessor, ordinary wear and tear excepted.

21. ASSIGNMENT OR SUBLETTING. Lessee shall not, without the prior written consent of Lessor, (a) assign this Lease or any interest hereunder; (b) permit any assignment hereof by operation of law, (c) sublet the Premises or any part thereof, or (d) permit the use of the Premises or the Property by any parties other than Lessee, its agents and employees, and those using the Premises or the Property with the consent of Lessor. With respect to any assignment or subletting proposed by Lessee, Lessor shall have the right to require that the Premises, if assignment is proposed, or that part of the Premises be included in a subletting, be surrendered to the Lessor for the balance of the term, as respects a proposed assignment, or for the term of the sublease, in consideration of the cancellation of, in the event of an assignment, or an appropriate pro rata adjustment of, the Lessee's obligations hereunder. If Lessor does not elect the surrender provided above and gives its written consent to an assignment or subletting, then, in addition to any other requirements of Lessor, the following requirements shall apply: (a) the assignee or sublessee shall assume in writing the obligation to Lessor to faithfully perform all the terms and covenants and to comply with all the conditions of this Lease; and (b) Lessee shall, notwithstanding the assignment or sublease, continue to be directly obligated to Lessor for the payment of the rent herein reserved and for the full performance of the terms and covenants of this Lease. In the event Lessor consents to any transfer of Lessee's interest in this Lease, the word "Lessee" shall thereafter be deemed to also include, without further reference, the party to whom such interest is transferred. The consent by Lessor to any assignment or subletting in any one instance or more shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Receipt by Lessor of rentals due hereunder from any party other than Lessor named herein shall not be deemed to act as a consent to any such assignment or subletting nor relieve Lessee of its obligations hereunder. Any attempted assignment or subletting in violation of this Lease shall be null and void.

22. SUCCESSORS AND ASSIGNS. Subject to the provisions of Paragraph 21. hereof, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, their respective heirs and assigns, and shall be binding upon Lessee, its permitted successors and assigns and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor by the terms of this Lease.

23. **EVENTS OF DEFAULT AND LESSOR'S REMEDIES.**

A. **Events of Default.** The following shall be Events of Default and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (1) Failure by Lessee to pay the minimum guaranteed rent, additional rent or any other charges provided herein within ten (10) days after the same become due and payable;
- (2) Failure by Lessee to perform or observe any agreement or covenant undertaken by Lessee contained in this Lease, which failure shall have continued for a period of fifteen (15) days after written notice shall have been given to Lessee by Lessor specifying, in reasonable detail, the nature of such failure and requiring the Lessee to perform or observe the agreement or covenant with respect to which Lessee is delinquent;
- (3) The filing by Lessee of a voluntary petition in bankruptcy, or Lessee's failure to lift, within thirty (30) days, any execution, garnishment or attachment of a size as seriously to impair its ability to discharge its obligations hereunder; the commission by Lessee of any act of bankruptcy or Lessee's adjudication as a bankrupt; an assignment by Lessee for the benefit of creditors or the entry by Lessee into an agreement of compromise with creditors; or
- (4) The Premises becomes abandoned or vacant during the term of this Lease.

B. **Remedies on Default.** Whenever any such Event of Default shall have occurred and be continuing, the Lessor may take any one or more of the following steps:

- (1) Lessor may re-enter and take possession of the Premises and exclude the Lessee from possession thereof and rent the same for and on account of the Lessee, holding Lessee liable for the deficiency due thereunder;
- (2) Lessor may terminate this Lease, exclude the Lessee from possession of the Premises and lease the same for and on account of Lessor, continuing to hold Lessee liable for all deficiency due hereunder;
- (3) Lessor may declare all payments of minimum guaranteed rent, additional rent or of any other monies due or to become due from Lessee during the term of this Lease immediately due and payable in full; or
- (4) Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of Lessee under this Lease.

In connection with Lessor's exercise of any of its remedies above, Lessor may also repair or alter the Premises or the Property in such manner as Lessor may deem necessary or advisable, and/or let or

re-let the Premises and any and all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period, in Lessor's name, or as the agent of Lessee, and, out of any rent so collected or received, Lessor shall (first) pay to itself the expense and cost of retaking, repossessing, repairing and/or altering the Premises or the Property, and the expense of removing all persons and property therefrom; and (second) pay to itself any cost or expense sustained in securing any new tenant or tenants; and (third) if Lessor shall have declared all payments hereunder immediately due and payable in full as provided in this Paragraph, pay to itself any balance remaining on account of Lessee's liability to Lessor for such accelerated payments; provided, however, that nothing herein shall be interpreted as prohibiting Lessor from proceeding against Lessee for the full amount of such accelerated payments, less amounts collected by Lessor from any replacement tenant or tenants and not applied to expenses incurred to prepare the Premises or the Property for occupancy by any replacement tenant or tenants, immediately upon the declaration thereof. Any entry or reentry by Lessor, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Lessee from Liability hereunder.

C. Lessor's Performance Upon Lessee's Default. If Lessee should default hereunder, Lessor may, in addition to the other remedies provided herein, perform the act constituting the default for and on account of Lessee. Lessee hereby authorizes Lessor to come upon the Premises to perform such act and while on the Premises to do any act which Lessor deems proper to accomplish the correction of such default. If the default by Lessee is the payment of any sum of money or if Lessor incurs any expense, including reasonable attorney's fees, whether for payment of any sum or for instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee, any such expenditure made by Lessor including interest, costs and damages shall be deemed additional rental and together with interest at the rate of twelve percent (12%) per annum shall be due and payable to Lessor on the first day of the month following the incurring of such respective expense.

D. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive for any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be waiver thereof, but any such right or power may be exercised from time to time as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it under this section, it shall not be necessary to give any notice, other than such notice as herein expressly required.

E. Agreement to Pay Attorney's Fees. In the event that as a result of a default or threatened default by Lessee or Lessor hereunder, Lessor or Lessee should employ attorneys-at-law or incur other expenses in and about the collection of rent or the enforcement of any other obligation, covenant, agreement, term or condition of this Lease, the prevailing party shall be entitled to reimbursement for counsel fees and other expenses reasonably and actually incurred.

24. EXHIBITING PREMISES. It is agreed that Lessor may display a sign on the Premises or the Property during the last ninety (90) days of the Primary Term or any extension thereof, offering the Premises and/or the Property for sale or lease, and may exhibit the Premises and the Property for such purpose at reasonable hours during said period.

25. **IDENTITY OF INTEREST.** The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, of a partnership or of a joint venture, but the relationship between them shall be and remain only that of Landlord and Tenant.

26. **ENVIRONMENTAL LAW COMPLIANCE.** Lessor and Lessee acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Premises and the Property, concerning the impact on the environment of construction, land use, the maintenance and operation of structures and the conduct of business. Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Any violation of this covenant shall be an event of default under this Lease at option of Lessor. Lessee shall have no claim against Lessor by reason of any changes Lessor may make in the Premises or the Property pursuant to said laws, regulations and/or guidelines or on account of any environmental problem or situation caused or created by any other tenant at the Property. Lessee shall hold Lessor harmless in all respects, including attorney's fees for any violation of such laws, regulations and guidelines now in effect and additional laws, regulations and guidelines that may hereafter be enacted.

Lessor and Lessee expressly acknowledge that John Stanley & Associates, Inc. and John Baker Realty, LLC have NOT made an independent investigation or determination with respect to the existence or nonexistence of asbestos, mold, PCB transformers, or other toxic, hazardous or contaminated substances or gases, or the presence of underground storage tanks in, on, or about the Premises or the Property. Any such investigation or determination shall not be the responsibility of John Stanley Associates, Inc. and John Baker Realty, LLC and John Stanley & Associates, Inc. and John Baker Realty, LLC shall not be held responsible therefore.

27. **NO PERSONAL LIABILITY.** Anything in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the right, title and interest of the Lessor in the Premises and Property (subject to prior rights of any mortgagees of the Premises and the Property) for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other property or assets of the Lessor shall be subject to levy, execution or other procedures for the satisfaction of Lessee's remedies.

28. **LESSEE'S PROPERTY.**

(a) All business and trade fixtures, machinery and equipment, communications equipment, and office equipment installed in the Premises by Lessee, and all furniture, furnishings and other articles of movable personal property owned by Lessee and located in the Premises, shall remain the property of Lessee and may be removed by Lessee at any time during the term of this Lease; provided (1) that Lessee shall repair or pay the cost of repairing any damage to the Premises or to the Property in which the Premises are located resulting from such removal, and (2) that Lessee is not in default under the terms of this Lease.

(b) Any items of Lessee's property (except money, securities, and other valuables of like kind) which shall remain in the Premises after the date fixed for termination of this Lease or after a period of ten (10) days following an earlier termination date, may, at the option of Lessor, be deemed to have been abandoned, and, in such case, either may be retained by Lessor as its property or may, at Lessor's expense, be disposed of, without accountability, as Lessor may see fit.

29. BROKERS. Lessor and Lessee acknowledge that the only Real Estate Agent involved in this Lease is John Stanley & Associates, Inc. and John Baker Realty, LLC, for which Lessor shall be responsible for paying any fee or commission on account thereof. Each party agrees to hold the other harmless from any commission which may be claimed otherwise on account of this Lease. In regards to this Lease, the parties hereto agree and acknowledge that John Stanley & Associates, Inc. and John Baker Realty, LLC represent the Lessor and no Agent represents the Lessee.



Lessor's Initials



Lessee's Initials

Lessor hereby agrees to pay John Stanley & Associates, Inc. and John Baker Realty, LLC a fee in accordance with a prior agreement dated January 23, 2013 between Lessor and John Stanley & Associates, Inc. and John Baker Realty, LLC as compensation for negotiating this Lease. The fee rate was not set by any firm, person or organization, but was reached solely through negotiations between the Lessor and John Stanley & Associates, Inc. and Baker Realty, LLC.

30. NOTICE TO MORTGAGEE. So long as there is of record a mortgage of Lessor's interest in the Premises or the Property, and Lessee has been given written notice of the identity and address of such mortgagee, no notice provided for herein to Lessor shall be deemed to have been given unless a copy thereof is given to such mortgagee at the same time and in the same manner as the original was given to the other party to this Lease. Lessee agrees that if in any notice to Lessor the performance of some act is required or compliance with some provision required, and Lessor does not, within the allotted time, perform such act or comply with such provision the Lessee will so notify the mortgagee and mortgagee shall have sixty (60) days after receipt of such notice in which to perform such act or comply with such provision for and on behalf of Lessor, and Lessee shall have no right to terminate this Lease if the mortgagee shall perform and comply within the time herein provided. If the act or thing to be performed must be accomplished within sixty (60) days, then mortgagee shall be deemed to have complied herewith in the event it commenced the performance or compliance within said sixty (60) day period and thereafter completes the same with due diligence. The granting to the mortgagee of additional time in which to comply shall not be deemed in any manner to release or relieve Lessor from the obligations of Lessor under this Lease. The said mortgagee is hereby authorized to enter upon the Premises and the Property and while on the Premises and the Property to do anything necessary to correct such default.

31. TRANSFER OF TITLE. In the event Lessor transfers this Lease, except as collateral security for a loan, upon such transfer Lessor will be released from all covenants, conditions, agreements, liabilities and obligations hereunder from and after the date of such transfer or conveyance; it being intended hereby that the covenants, agreements and conditions contained herein to be performed by Lessor shall, subject as aforesaid, be binding on the named parties as

Lessor hereunder, their heirs and assigns, only during their respective successive periods of ownership.

32. **ESTOPPEL CERTIFICATE.** Upon written request by either party hereto to the other, the recipient of such request shall deliver a letter as requested, stating whether this Lease is in full force and effect, and setting forth the date of commencement of the lease term and rent, prepayment or offset of rent, any defaults or violations of the Lease, and any obligations that have not been fulfilled by both parties hereto.

33. **SECURITY PAYMENT.** Lessee has, upon execution of this Lease, deposited to Lessor the sum of Thirteen Thousand Eight and 33/100 Dollars (\$13,008.33) as advance payment of the first month's Base Rent (July, 2014) of this Lease Agreement. The purpose of this advance payment is to secure the Premises for the Lessee in accordance with the terms and conditions herein provided.

34. **RENEWAL OPTIONS.** In addition to the Primary Term stated in Paragraph 2. herein, the Lessee shall have the privilege and option to extend this Lease for two (2) additional thirty (30) day Option Term(s), provided Lessee is not in default under any terms and conditions of this Lease. In order for Lessee to exercise these option rights, Lessee must give to Lessor, written notice of Lessee's intention to exercise its option to extend the lease term for the first thirty (30) day Option Term, which notice must be delivered in writing to Lessor at least sixty (60) days prior to the expiration of the Primary Term. In order for Lessee to extend the term for the second thirty (30) day Option Term, Lessee must deliver written notice to Lessor, at least thirty (30) days prior to the expiration of the first thirty (30) day Option Term. Notice given after said date(s) will be ineffective to exercise the option rights granted herein, unless otherwise approved by Lessor. The Base Rent rate during each month of the Option Term, in the event either Renewal Option is exercised, will be the same as the Base Rent/Month as provided in Section 4. herein.

35. **PARKING.** Lessor agrees to provide, at no additional cost to Lessee, thirty-five (35) designated parking spaces located on the second (2nd) level of the parking deck of the Property. In addition, Lessor agrees to designate eighteen (18) on-street parking spaces (located on Montgomery Street and/or Lee Street) to be reserved, when needed, for Grand Jury meetings and use. Lessee shall give Lessor at least seven (7) days prior written notice of the required spaces for Grand Jury use.

36. **MOISTURE AND MOLD.** In the event any conditions develop which lead to mold growth in the Premises, arising out of Lessee's actions or inactions, Lessee agrees to exercise due diligence to remedy such conditions. Lessor is not responsible for the consequences of any Lessee conduct that leads to or exacerbates mold growth. Lessee shall indemnify and hold Lessor harmless from any such conduct by Lessee. Lessee agrees promptly to report to the Lessor, in writing, any actual or potential mold problem in the Premises of which it becomes aware of, regardless of the cause of such problem. Lessee agrees that, in the event Lessor provides notice to Lessee of Lessor's intention to remediate mold in the Premises, Lessee will provide immediate access to the Premises to permit Lessor to remediate any problem. In the event Lessor determines, in its sole discretion, that Lessee should vacate the Premises during remediation, Lessee will relocate (at Lessor's expense) to another mutually agreed upon location for a reasonable period of time necessary to complete such remediation provided Lessor exercises due diligence in completing such

remediation. Lessee's failure to make a prompt written report of any potential mold problem in the Premises of which it becomes aware of or Lessee's refusal to relocate in accordance with these provisions or any interference with Lessor's remediation efforts shall constitute a breach of this Lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of exposure to or the presence of mold or other unreported conditions.

37. **RULES AND REGULATIONS.** The Rules and Regulations attached to this Lease as Exhibit "D" are hereby made part of this Lease. Lessee, its employees, agents, and visitors will abide by the rules and regulations, and any amendments or additions as may be made from time to time by Lessor.

38. **ACCESS CARDS AND FOBS.** Lessor shall provide to Lessee, at Lessor's expense, access cards and/or fobs, not to exceed thirty-five (35) in number, for Lessee's employees' access to the Premises. Lessee shall submit to Lessor a written list of approved employees and such list shall be subject to Lessor's approval, not to be unreasonably withheld. Within seven (7) days following the termination of this Lease, Lessee shall return all access cards and/or fobs to Lessor. Any lost or unreturned access card and/or fob are subject to a twenty-five dollar (\$25.00) fee to be assessed by Lessor to Lessee.

39. **HOLDOVER.** Should Lessee, with Lessor's written consent, hold over at the end of the term, Lessee shall become a month-to-month tenant and any such holding over shall not constitute an extension of this Lease (unless the Renewal Option, as herein provided, is properly exercised). During such hold over period, Lessee shall pay the Base Rent and all other charges in effect as of the end of the term. If Lessee holds over at the end of the term without Lessor's written consent, Lessee shall pay Lessor as liquidated damages, a sum equal to twice the Base Rent and all other charges in effect as of the end of the term, and shall perform all other Lessee obligations in accordance with the provisions hereof.

40. **SEVERABILITY.** Any provision(s) of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

41. **MARGINAL HEADINGS.** The marginal headings or notes are inserted for convenience only and are not to be construed as part of this Lease.

42. **ENTIRE AGREEMENT.** This Lease and Exhibits, attached hereto, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect. **IN WITNESS WHEREOF,** the Lessor has hereunto executed this Lease and the Lessee has caused this Lease to be executed effective as of the date first hereinabove stated.

WITNESS:

Tracie Davis
6/3 2014
APPROVED AS TO FORM
[Signature]
City Attorney

WITNESS:

Sammy L. Nix

LESSOR: CITY OF MONTGOMERY

By: [Signature]
Its: Mayor

Date: June 3, 2014

LESSEE: MONTGOMERY COUNTY COMMISSION

By: Elton N. Hearn, Jr.
Its: Chairman

Date: June 2, 2014

John Stanley & Associates, Inc. and John Baker Realty, LLC join in and execute this Lease for the sole purpose of acknowledging the provisions of this Lease and for other purposes specified in this Lease that relate to John Stanley & Associates, Inc. and John Baker Realty, LLC.

WITNESS:

Cynthia Sherman

BROKER: JOHN STANLEY & ASSOCIATES, INC.

By: [Signature]
John C. Stanley, CCIM

Its: President/Broker

Date Executed: ~~June~~ ^{May} , 2014

WITNESS:

[Signature]

BROKER: JOHN BAKER REALTY, LLC

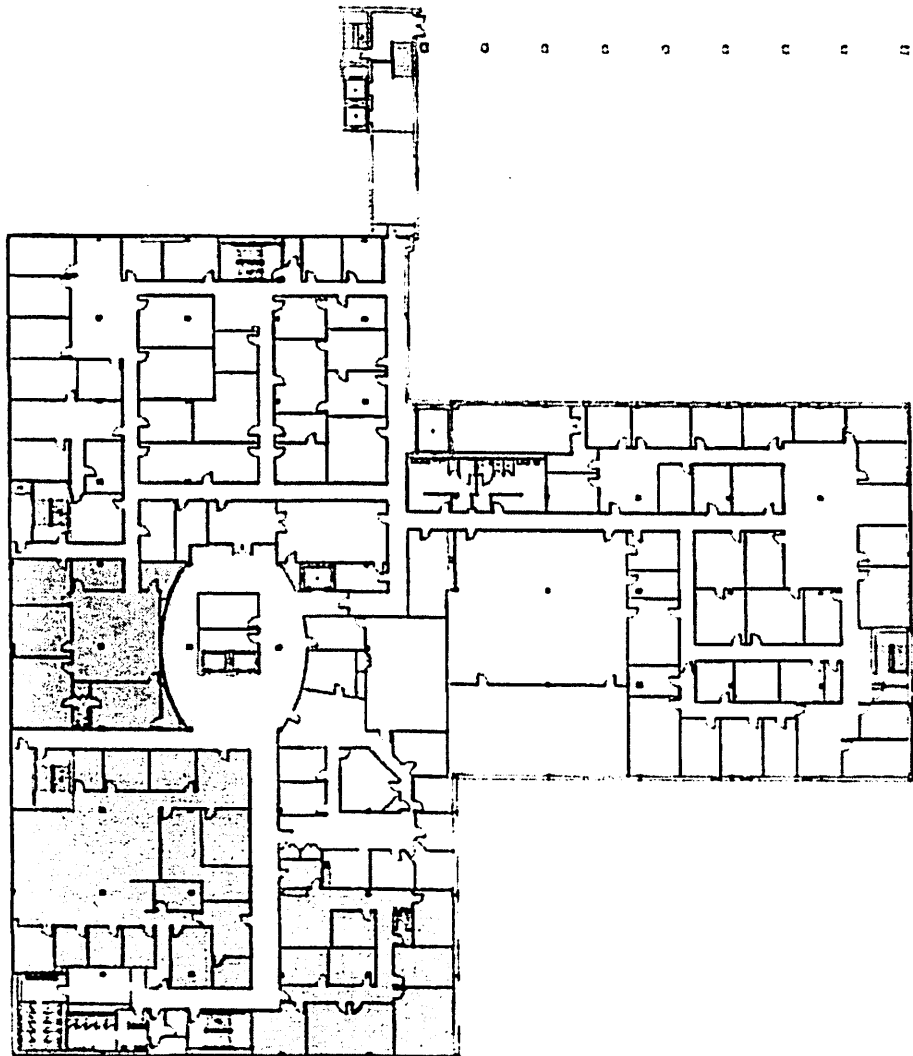
By: John Baker
John Baker

Its: Broker

Date Executed: June 3, 2014

EXHIBIT "A"
THE PREMISES

One Dexter Plaza- Second Floor
 Scale - 1/16" = 1'



Usable - 9,955 sf
 Rentable - 11,150 sf @ 12% load factor

EXHIBIT A

EXHIBIT "B"
THE PROPERTY

One Dexter Plaza-
Scale-1/16"=1'

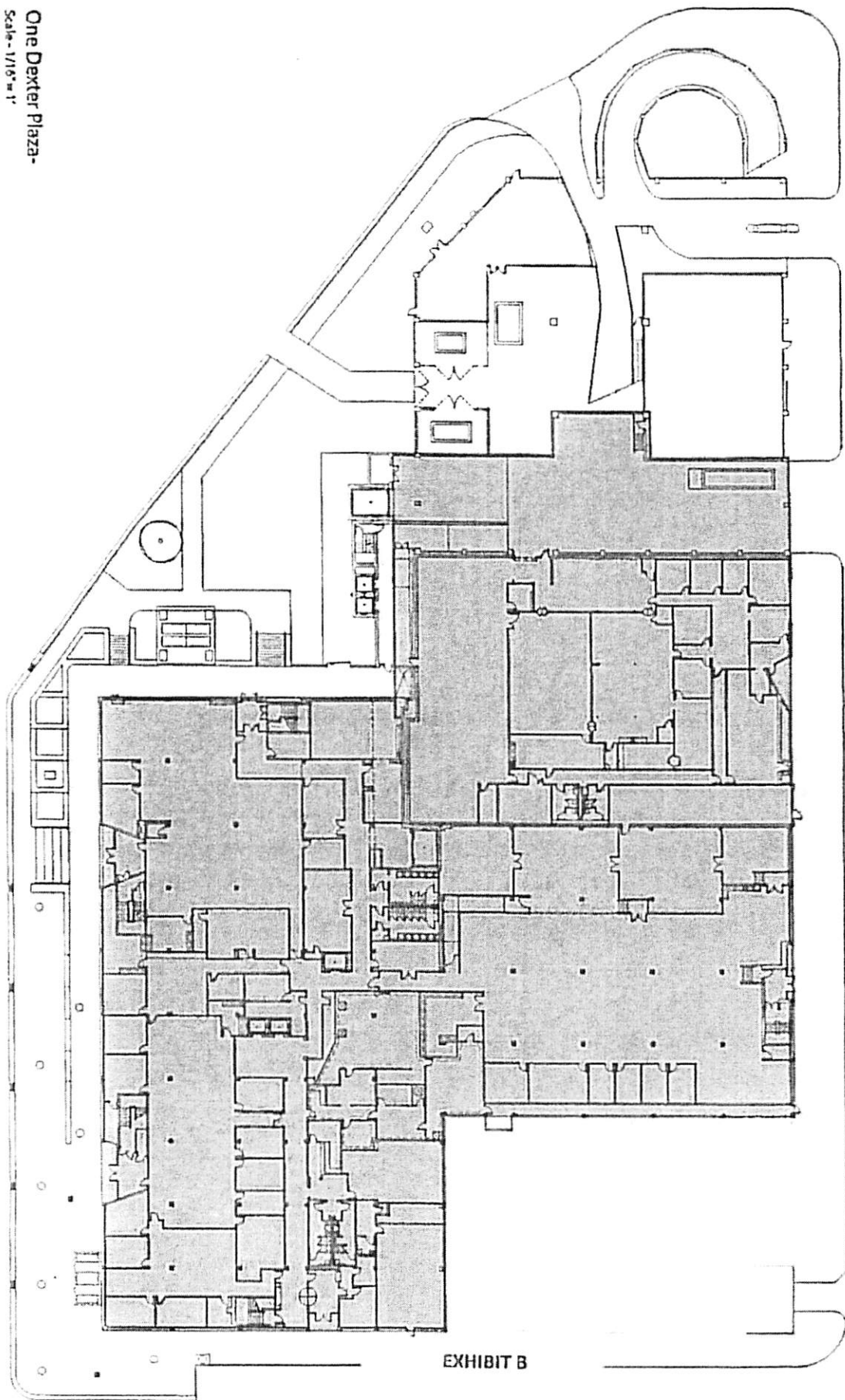


EXHIBIT B

EXHIBIT "C"

WORK AGREEMENT

- Spot clean and repair carpet as needed;
- Touch-up paint and clean interior walls, doors and glass as needed;
- Repair sink in men's restroom on second floor;
- Clean exterior windows (inside and outside);
- Replace any damaged/unsightly ceiling tiles;
- Remove one (1) wall and repair carpet as identified as item #1. on the floor plan attached hereto as Exhibit "D";
- Install cased opening as identified as item #2 on the floor plan attached hereto as Exhibit "D";
- Replace existing Window with Transaction Window as identified as item #3. on the floor plan attached hereto as Exhibit "D";
- Add a partition as identified as item #4, on the floor plan attached hereto as Exhibit "D";
- Add "Key Fob" to the office door as identified as item #5. on the floor plan attached hereto as Exhibit "D".

District Attorney's Office @ One Court Square v1.2

EXHIBIT "A"

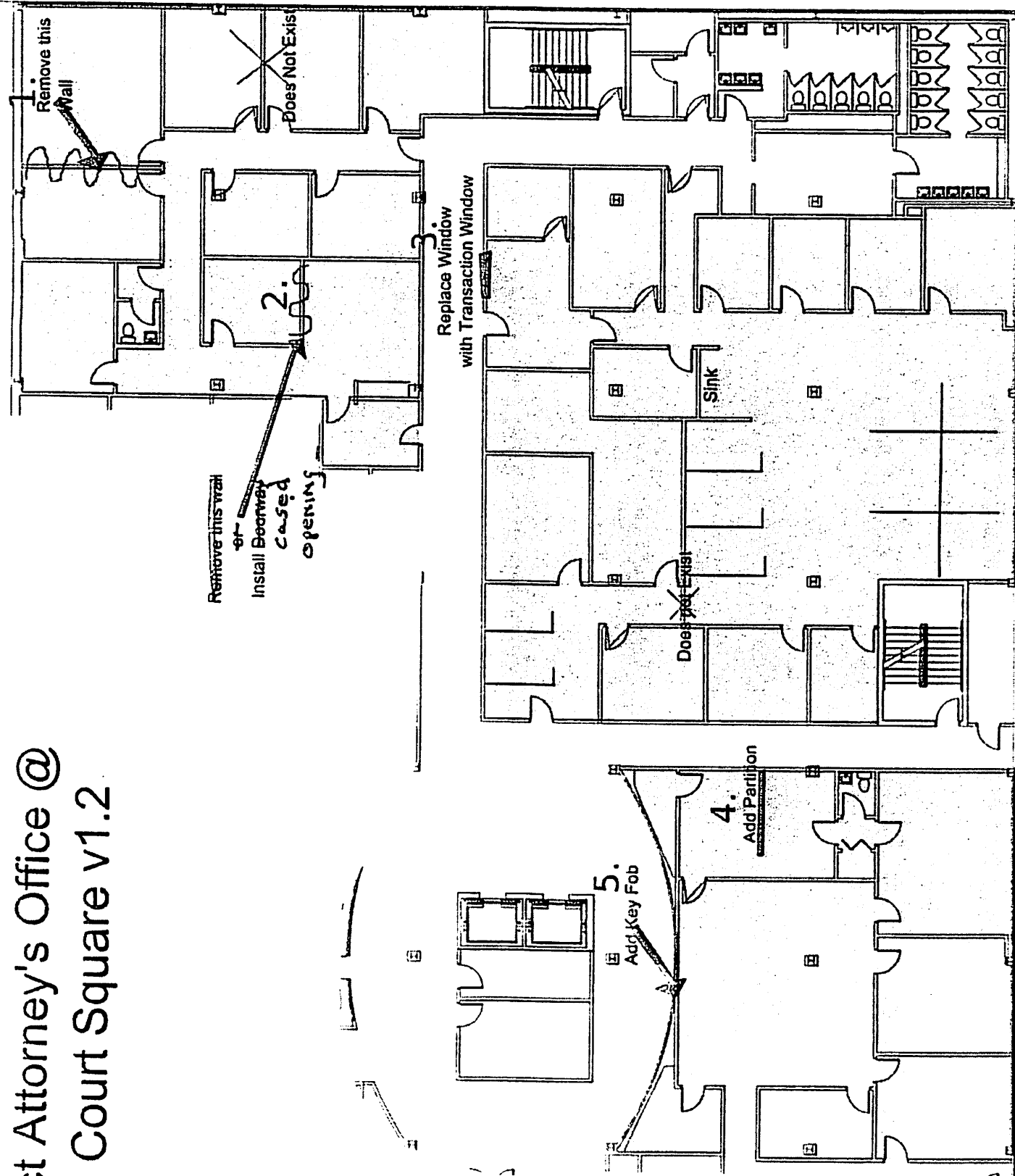


EXHIBIT "E"

RULES AND REGULATIONS

1. Sidewalks, entries, passages, courts, walkways, and stairways shall not be obstructed by Lessee or Lessee's employees or invitees or used by them for other purposes than for ingress and egress.

2. All safes, furniture, fixtures and other heavy articles shall be taken into and out of the Premises or the Property only at such times and in such manner as shall be prescribed by the Lessor, and the Lessor shall in all cases have the right to specify the proper weight and position of any such safe or other heavy article. Any damage done to the Property by taking in or removing any safe or from overloading any floor in any way shall be paid by the Lessee. Defacing or injuring in any way to any to any part of the Property by the Lessee, Lessee's agents or employees shall be paid by the Lessee.

3. No additional signage (other than that provided by Lessor), lettering, advertisement or notice shall be inscribed on any part of the outside of the Premises, nor on the inside of the Premises in such place and in such manner as to be conspicuous from the outside of the Premises, unless it be of such color, size, material and style and in such place upon the Premises as shall be first designated by Lessor, but there shall be no obligation or duty on Lessor to allow any additional sign, advertisement, or notice to be inscribed, painted or affixed on any part of the inside or outside of the Premises or the Property. It is the intent of this paragraph that signs on the Premises and the Property shall conform to the architectural design of the Premises and Property and shall be mutually agreed upon between Lessee and Lessor.

4. No Lessee shall do anything in the Premises or Property or bring or keep anything therein which will in any way obstruct or interfere with the rights of other Lessees or in any way injure or annoy them or conflict with the laws relating to fire or with any regulation of the Fire Department.

5. No additional locks, hooks, or attachments shall be place on any door or window of the Premises. Lessee will not permit any duplicate keys to be made, but if more that two keys for any lock are desired, the additional number must be procured from the Lessor and paid for by the Lessee. At the termination of this Lease, Lessee shall surrender to the Lessor all keys to the Premises received by the Lessee.

6. No animals or birds, bicycles or other vehicles shall be allowed in the Premises or on the sidewalks, entries, passages, courts, walkways, stairways, or elsewhere in the Premises.

7. The water closets, wash basins, sinks, and other apparatus shall not be used for any other purpose than those for which they were constructed and no sweepings, rubbish or other substance shall be thrown therein nor shall anything be thrown by the Lessee, Lessee's agents or employees, out of the windows, doors or other openings.

ALABAMA NATIONAL FAIR

Kiwanis Club of Montgomery

P.O. Box 3304 • Montgomery, AL 36109-0304

(334) 272-6831 • FAX (334) 272-6835

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OCTOBER 3 – 12, 2014

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Keith B. Norman
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Huey D. Thornton

H. Dana Wallace

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

Dear Mr. Mims:

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

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

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

Sincerely,

Randall W. Stephenson

23-1

MEMORANDUM

TO: Montgomery County Commission
FROM: Ronda M. Walker, Commissioner
DATE: August 27, 2014
RE: Budget Process

Currently the Montgomery County Commission (MCC) approves an annual budget reflecting anticipated income and expenses and by state law, expenditures cannot exceed revenue received and available.

During the course of the fiscal year MCC receives numerous requests for extra budgetary expenses. These expenses are not included in the budget, they are additions to the budget. The process the MCC uses to determine these extra budgetary expenses is inconsistent and creates a strain on the General Fund.

Over the past several years, extra budgetary expenses have averaged approximately \$200,000.00 annually and the process for allocating these expenses has become more irregular.

In an effort to ensure a uniform process for the MCC to utilize when funding outside agencies, the following is proposed:

If an outside agency seeks funds from the Montgomery County Commission they must submit a one-page request specifying their organization name, need for which they are requesting funds, and the exact amount of dollars requested. This document must be submitted to the County Administrator.

Outside agencies wishing to request funding from the MCC will no longer attend Commission work sessions to detail their request, they must submit their request in writing.

In January and June of each year the MCC will work with the County Finance Director to assess status of the General Fund balance and current revenue and determine what monies are available to contribute to outside agency requests. Outside agencies will be notified in January and June if they are to make a presentation to the Commission and afterwards whether they will receive funding from the MCC.

Distinguished Young Women of Montgomery County
SCHOLARSHIP PROGRAM



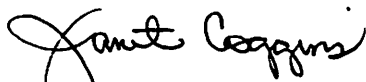
August 25, 2014

Montgomery County Commission
Elton N. Dean, Sr.
P.O. Box 1667
Montgomery, AL 36102

Dear Commissioner Elton N. Dean, Sr:

I am writing on behalf of Distinguished Young Women of Montgomery County (Jr. Miss). We are a scholarship program for high school senior girls in Montgomery County. I would like to make a request for a donation to our program that will be held at Frazer October 12-13 2014. Montgomery County Commission has supported us in the past years and we thank you. I look forward to hearing from you.

Sincerely,



Janet Coggins

President Distinguished Young Women of Montgomery County

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
August, September, 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 (Rebid)	Emergency Medical	Sheriff's Office	Haynes Ambulance	September 30, 2014
<u>October 2014</u>				
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