INFORMATION SESSION

9:00 AM - March 2, 2021
Montgomery County Courthouse, Annex III

County Levies Memo 21-22
County Levies for Alcohol Licensing 2021-2022

14. Consider Bid Award to Armstrong Relocation for the Delivery, Setup and Retrieval of Election Equipment and Moving Services, Elections — 243 - 246

Agenda Item Memo - 21-053 - Pdf

15. Consider Board Member Appointment to the Montgomery Area Mental Health Authority — 247 - 248

Agenda Item Memo - 21-041 - Pdf

16. Consider Board Member Appointments to the North Montgomery Volunteer Fire Protection Authority, County Commission — 249 - 250

Agenda Item Memo - 21-040 - Pdf

17. Consider Board Member Appointment to the Pintlala Water and Fire Protection Authority, County Commission — 251 - 252

Pintlala FPA Reappointment Letter
Pintlala WFPA Board Members

PERSONNEL ACTION ITEMS

18. Consider Hiring Court Therapist II at Pay Grade A10 - Step 3 for the Montgomery County Youth Facility Court — 253 - 256

Presenter: Ray Williams

Agenda Item Memo - 21-045 - Pdf

19. Consider Unbudgeted Position Fill Request - Community Corrections — 257
    1. Community Corrections Technician

Presenter: Phil Bryant

Unbudgeted Position Fill Request - Community Corrections Technician - Pdf

20. Consider Unbudgeted Position Fill Request(s) - Community Corrections — 258
    1. Community Corrections Technician

Presenter: Phil Bryant

Unbudgeted Position Fill Request - Community Corrections Technician - Pdf

21. Consider Unbudgeted Position Fill Request - Personnel Department — 259
    1. Personnel Associate

Presenter: Carmen Douglas

Unbudgeted Position Fill Request - Personnel Associate - Pdf

22. Consider Hiring Plumber at Pay Grade S10, Step 8, Support Services — 260

Agenda Item Memo - 21-058 - Pdf

GENERAL INFORMATION ITEMS

RECESS TO FORMAL SESSION

RESOLUTION GRANTING AN APPLICATION
FOR AUTHORITY TO INCORPORATE
MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY

WHEREAS, Willie Durham, Lora McClendon and Sheron Rose have filed with the County Commission (the "County Commission") of Montgomery County, Alabama (the "County") an application in writing signed by the said applicants for authority to incorporate under Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law") a public corporation (the "Authority") to be known as "MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY" (a copy of which is attached hereto as Exhibit I and is incorporated herein as if set forth in full within this resolution, and which is herein referred to as the "Application"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River; and

WHEREAS, the County Commission has ascertained and found that each of the aforesaid applicants is a natural person, a duly qualified elector of the said County, and resides in said County; and

WHEREAS, the County Commission has examined and reviewed the Application, including the proposed certificate of incorporation of the Authority (the "Certificate of Incorporation") and has found that the same is regular in all respects and conforms with the requirements of the laws of the State of Alabama under which the Authority is proposed to be organized, and the said County Commission deems it wise, expedient, and necessary that the Authority be formed; and

WHEREAS, the County Commission finds that the approval of the above-referenced application will benefit the County and will facilitate the retention, development, or redevelopment of Maxwell Air Force Base and the area contiguous to said military installation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

(1) The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct;

(2) The said Application is hereby approved;

(3) It is hereby found and declared to be wise, expedient, and necessary that the Authority referred to in said Application be formed;

(4) The Certificate of Incorporation of the Authority is hereby approved;

(5) The persons who signed and filed the said Application are hereby authorized to proceed to form the Authority referred to in said Application, under the name "MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY" by executing and filing for record in the Office of the Judge of Probate of Montgomery County, Alabama, the Certificate of Incorporation of the Authority, all in the manner provided in Section 4 of the Enabling Law; and

(6) The following natural persons, each of which is (i) over the age of nineteen (19) years, (ii) a duly qualified elector of the County and (iii) resides in the County, are hereby elected as initial members of the board of directors of the Authority:

Director and Address	Ending Date of Term of Office
Jonathan M. Avant 4319 Plummer Drive Montgomery, Alabama 36106	March 2, 2023
Florence Cauthen 800 Cauthen Drive Montgomery, Alabama 36105	March 2, 2025
James L. Harrell 7 Clayton Street Montgomery, AL 36104	March 2, 2027

Exhibit I

APPLICATION FOR AUTHORITY TO INCORPORATE
A LOCAL REDEVELOPMENT AUTHORITY

TO: COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA

We, the undersigned natural persons, each of whom is a duly qualified elector of Montgomery County, Alabama (herein called the "County") and resides in the County, do hereby file with the governing body of the County this application in writing, and do hereby make application for authority to incorporate a public corporation (the "Authority") pursuant to the provisions of Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River. The Authority will be governed by a board of directors consisting of three (3) directors elected by the County Commission of the County. The principal office of the Authority will be located at 101 S. Lawrence Street, c/o County Administrator, Montgomery, AL 36104. Upon dissolution of the Authority as permitted in Section 20 of the Enabling Law, title to all property of the Authority shall pass to and be vested in the County. Signed letters of authorization from the Governor of the State of Alabama and the Chair of the Alabama Job Creation and Military Stability Commission designating the Project as a project eligible for the benefits of the Enabling Law are attached hereto as Exhibit I. We hereby request that this application be granted and that a proper resolution be adopted by the governing body of the County (i) declaring that it is wise, expedient and necessary that the above described authority be formed under the name "Montgomery County Community Local Redevelopment Authority", (ii) approving the certificate of incorporation ("Certificate of Incorporation") of the Authority (a copy of which is attached as Exhibit II), and (iii) authorizing the undersigned to proceed to form the Authority by filing for record the Certificate of Incorporation in accordance with the provisions of Section 4 of the Enabling Law.

WITNESS our signatures this 25th day of February 2021.

Willie Durham

Lora McClendon

Sheron Rose

Exhibit I

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

February 26, 2021

Montgomery County Commission
Montgomery, Alabama

Montgomery County Community Local Redevelopment Authority
Montgomery, Alabama

Re: Designation of whitewater rafting park development as eligible project under Act No. 2020-72

Ladies and Gentlemen:

It is my understanding that an application is being filed with the Montgomery County Commission seeking permission to incorporate the Montgomery County Community Local Redevelopment Authority. According to information provided to me by the Montgomery County Community Cooperative District, the Authority intends to develop a whitewater rafting park adjacent to Maxwell Air Force Base that will entail a capital expenditure within the local redevelopment area in excess of $25 million.

Accordingly, I hereby designate this project as eligible for the benefits provided by the Alabama Legislature pursuant to Act. No. 2020-72.

Sincerely,

Kay Ivey

Kay Ivey
Governor

WILL AINSWORTH
LIEUTENANT GOVERNOR

ALABAMA STATE HOUSE
MONTGOMERY, ALABAMA 36130

STATE OF ALABAMA

February 24, 2021

Montgomery County Commission
Montgomery, Alabama

Montgomery County Community Local Redevelopment Authority
Montgomery, Alabama

Re: Designation of whitewater rafting park development as eligible project under Act No. 2020-72

Ladies and Gentlemen:

It is my understanding that an application is being filed with the Montgomery County Commission seeking permission to incorporate the Montgomery County Community Local Redevelopment Authority (the "Authority") pursuant to Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"). The Authority will undertake the whitewater rafting park development project being developed adjacent to Maxwell Air Force Base (the "Project") as a member of the Montgomery County Community Cooperative District.

Pursuant to Section 3(a)(7) of the Enabling Law, I hereby designate the Project as a project eligible for the benefits of the Enabling Law.

Very truly yours,

WILL AINSWORTH, LIEUTENANT GOVERNOR
Chair of the Alabama Job Creation and
Military Stability Commission

11 SOUTH UNION STREET, SUITE 725 • (334) 261-9590
E-MAIL: LTGOV@LTGOV.ALABAMA.GOV

Exhibit II

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CERTIFICATE OF INCORPORATION
OF
MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY

TO: THE HONORABLE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA

The undersigned, Willie Durham, Lora McClendon and Sheron Rose, each of whom is over the age of nineteen (19) years, desiring to organize a body corporate under the provisions of Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"), and being all of the incorporators of the authority hereby organized (the "Authority"), do make, sign and file this certificate of incorporation (the "Certificate of Incorporation") as follows:

(1) The names and residence addresses of the incorporators are as follows:

Willie Durham
3224 E. Avalon Parkway
Pike Road, AL 36064

Lora McClendon
2033 S. Hull Street
Montgomery, AL 36104

Sheron Rose
9740 Lochfield Drive
Pike Road, AL 36064

Each of the aforesaid incorporators is a duly qualified elector of Montgomery County, Alabama (the "County") and each resides in the County.

(2) The Authority is created and organized pursuant to the provisions of the Enabling Law.

(3) The duration of the corporate existence of the Authority shall be perpetual, unless it shall be dissolved by proceedings taken pursuant to Section 20 of the Enabling Law.

(4) Permission to organize the Authority has been granted by an authorizing resolution duly adopted by the governing body of the County on ________ __, 2021. The County is the authorizing subdivision of the Authority. The application filed with the County Commission of the County for authorization to form the Authority in accordance with Section 3 of the Enabling Law was identical to the copy thereof attached hereto as Exhibit A. A certified copy of the authorizing resolution of the County is attached hereto as Exhibit B.

(5) The name of the Authority is and shall be: "Montgomery County Community Local Redevelopment Authority". Attached hereto as Exhibit C is a certificate of the Secretary of State certifying that the name proposed for the Authority is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

(6) The principal office of the Authority shall be located at 101 S. Lawrence Street, c/o County Administrator, Montgomery, AL 36104. The City of Montgomery, Alabama is located within the County.

(7) The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority consists of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River.

(8) The Authority shall have all powers granted to corporations of like nature by the Enabling Law, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon like corporations generally by the laws of the State of Alabama not in conflict with the Enabling Law.

(9) The Board of Directors of the Authority shall consist of three (3) directors elected by the governing body of the County. The initial directors, as elected by the County, shall be as follows:

Director and Address	Ending Date of Term of Office
Jonathan M. Avant 4319 Plummer Drive Montgomery, Alabama 36106	March 2, 2023
Florence Cauthen 800 Cauthen Drive Montgomery, Alabama 36105	March 2, 2025
James L. Harrell 7 Clayton Street Montgomery, AL 36104	March 2, 2027

The terms of office of each of the initial directors shall end at 12:01 A.M. on the date set fourth next to their name above. Thereafter, the term of office of each director shall be six years.

(10) Upon dissolution of the Authority as permitted in Section 20 of the Enabling Law, title to all property of the Authority shall pass to and be vested in the County.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this ______ day of ___________, 2021.

____
Willie Durham

____
Lora McClendon

____
Sheron Rose

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, ______________________________, a Notary Public in and for said county in said state, hereby certify that Willie Durham, Lora McClendon and Sheron Rose, whose names are signed to the foregoing Certificate of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Incorporation, they executed the same voluntarily.

GIVEN under my hand and official seal of office, this_______ day of __________, 2021.

____

(NOTARIAL SEAL)

Notary Public
My Commission Expires: ____________________

<u>Exhibit A</u>

Application

APPLICATION FOR AUTHORITY TO INCORPORATE
A LOCAL REDEVELOPMENT AUTHORITY

TO: COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA

We, the undersigned natural persons, each of whom is a duly qualified elector of Montgomery County, Alabama (herein called the "County") and resides in the County, do hereby file with the governing body of the County this application in writing, and do hereby make application for authority to incorporate a public corporation (the "Authority") pursuant to the provisions of Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River. The Authority will be governed by a board of directors consisting of three (3) directors elected by the County Commission of the County. The principal office of the Authority will be located at 101 S. Lawrence Street, c/o County Administrator, Montgomery, AL 36104. Upon dissolution of the Authority as permitted in Section 20 of the Enabling Law, title to all property of the Authority shall pass to and be vested in the County. Signed letters of authorization from the Governor of the State of Alabama and the Chair of the Alabama Job Creation and Military Stability Commission designating the Project as a project eligible for the benefits of the Enabling Law are attached hereto as Exhibit I. We hereby request that this application be granted and that a proper resolution be adopted by the governing body of the County (i) declaring that it is wise, expedient and necessary that the above described authority be formed under the name "Montgomery County Community Local Redevelopment Authority", (ii) approving the certificate of incorporation ("Certificate of Incorporation") of the Authority (a copy of which is attached as Exhibit II), and (iii) authorizing the undersigned to proceed to form the Authority by filing for record the Certificate of Incorporation in accordance with the provisions of Section 4 of the Enabling Law.

WITNESS our signatures this 25th day of February, 2021.

____
Willie Durham

____
Lora McClendon

____
Sheron Rose

Exhibit B

Authorizing Resolution of the County

RESOLUTION GRANTING AN APPLICATION FOR AUTHORITY TO INCORPORATE MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY

WHEREAS, Willie Durham, Lora McClendon and Sheron Rose have filed with the County Commission (the "County Commission") of Montgomery County, Alabama (the "County") an application in writing signed by the said applicants for authority to incorporate under Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law") a public corporation (the "Authority") to be known as "MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY" (a copy of which is attached hereto as Exhibit I and is incorporated herein as if set forth in full within this resolution, and which is herein referred to as the "Application"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River; and

WHEREAS, the County Commission has ascertained and found that each of the aforesaid applicants is a natural person, a duly qualified elector of the said County, and resides in said County; and

WHEREAS, the County Commission has examined and reviewed the Application, including the proposed certificate of incorporation of the Authority (the "Certificate of Incorporation") and has found that the same is regular in all respects and conforms with the requirements of the laws of the State of Alabama under which the Authority is proposed to be organized, and the said County Commission deems it wise, expedient, and necessary that the Authority be formed; and

WHEREAS, the County Commission finds that the approval of the above-referenced application will benefit the County and will facilitate the retention, development, or redevelopment of Maxwell Air Force Base and the area contiguous to said military installation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

(1) The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct;

(2) The said Application is hereby approved;

(3) It is hereby found and declared to be wise, expedient, and necessary that the Authority referred to in said Application be formed;

(4) The Certificate of Incorporation of the Authority is hereby approved;

(5) The persons who signed and filed the said Application are hereby authorized to proceed to form the Authority referred to in said Application, under the name "MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY" by executing and filing for record in the Office of the Judge of Probate of Montgomery County, Alabama, the Certificate of Incorporation of the Authority, all in the manner provided in Section 4 of the Enabling Law; and

(6) The following natural persons, each of which is (i) over the age of nineteen (19) years, (ii) a duly qualified elector of the County and (iii) resides in the County, are hereby elected as initial members of the board of directors of the Authority:

Director and Address	Ending Date of Term of Office
Jonathan M. Avant 4319 Plummer Drive Montgomery, Alabama 36106	March 2, 2023
Florence Cauthen 800 Cauthen Drive Montgomery, Alabama 36105	March 2, 2025
James L. Harrell 7 Clayton Street Montgomery, AL 36104	March 2, 2027

Exhibit C

Secretary of State Certificate

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Montgomery County Community Local Redevelopment Authority

This name reservation is for the exclusive use of Balch & Bingham LLP, Post Office Box 78, Montgomery, AL 36101 for a period of one year beginning February 23, 2021 and expiring February 23, 2022

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

February 23, 2021

Date

J. H. Merrill

RES933428

John H. Merrill **Secretary of State**

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, Florence Cauthen, County Administrator of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County at a meeting held on the _____ day of _____________, 2021.

GIVEN under my hand and the official seal of Montgomery County, Alabama, this the ______ day of __________, 2021.

____

County Administrator

[SEAL]

APPLICATION FOR AUTHORITY TO INCORPORATE
A LOCAL REDEVELOPMENT AUTHORITY

TO: COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA

We, the undersigned natural persons, each of whom is a duly qualified elector of Montgomery County, Alabama (herein called the "County") and resides in the County, do hereby file with the governing body of the County this application in writing, and do hereby make application for authority to incorporate a public corporation (the "Authority") pursuant to the provisions of Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River. The Authority will be governed by a board of directors consisting of three (3) directors elected by the County Commission of the County. The principal office of the Authority will be located at 101 S. Lawrence Street, c/o County Administrator, Montgomery, AL 36104. Upon dissolution of the Authority as permitted in Section 20 of the Enabling Law, title to all property of the Authority shall pass to and be vested in the County. Signed letters of authorization from the Governor of the State of Alabama and the Chair of the Alabama Job Creation and Military Stability Commission designating the Project as a project eligible for the benefits of the Enabling Law are attached hereto as Exhibit I. We hereby request that this application be granted and that a proper resolution be adopted by the governing body of the County (i) declaring that it is wise, expedient and necessary that the above described authority be formed under the name "Montgomery County Community Local Redevelopment Authority", (ii) approving the certificate of incorporation ("Certificate of Incorporation") of the Authority (a copy of which is attached as Exhibit II), and (iii) authorizing the undersigned to proceed to form the Authority by filing for record the Certificate of Incorporation in accordance with the provisions of Section 4 of the Enabling Law.

WITNESS our signatures this 25th day of February 2021.

Willie Durham

Lora McClendon

Sheron Rose

Exhibit I

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

February 26, 2021

Montgomery County Commission
Montgomery, Alabama

Montgomery County Community Local Redevelopment Authority
Montgomery, Alabama

Re: Designation of whitewater rafting park development as eligible project under Act No. 2020-72

Ladies and Gentlemen:

It is my understanding that an application is being filed with the Montgomery County Commission seeking permission to incorporate the Montgomery County Community Local Redevelopment Authority. According to information provided to me by the Montgomery County Community Cooperative District, the Authority intends to develop a whitewater rafting park adjacent to Maxwell Air Force Base that will entail a capital expenditure within the local redevelopment area in excess of $25 million.

Accordingly, I hereby designate this project as eligible for the benefits provided by the Alabama Legislature pursuant to Act. No. 2020-72.

Sincerely,

Kay Ivey

Kay Ivey
Governor

Will Ainsworth
Lieutenant Governor

Alabama State House
Montgomery, Alabama 36130

State of Alabama

February 24, 2021

Montgomery County Commission
Montgomery, Alabama

Montgomery County Community Local Redevelopment Authority
Montgomery, Alabama

Re: Designation of whitewater rafting park development as eligible project under Act No. 2020-72

Ladies and Gentlemen:

It is my understanding that an application is being filed with the Montgomery County Commission seeking permission to incorporate the Montgomery County Community Local Redevelopment Authority (the "Authority") pursuant to Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"). The Authority will undertake the whitewater rafting park development project being developed adjacent to Maxwell Air Force Base (the "Project") as a member of the Montgomery County Community Cooperative District.

Pursuant to Section 3(a)(7) of the Enabling Law, I hereby designate the Project as a project eligible for the benefits of the Enabling Law.

Very truly yours,

Will Ainsworth, Lieutenant Governor
Chair of the Alabama Job Creation and
Military Stability Commission

11 South Union Street, Suite 725 • (334) 261-9590
E-mail: LTGOV@LTGOV.ALABAMA.GOV

Exhibit II

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CERTIFICATE OF INCORPORATION
OF
MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY

TO: THE HONORABLE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA

The undersigned, Willie Durham, Lora McClendon and Sheron Rose, each of whom is over the age of nineteen (19) years, desiring to organize a body corporate under the provisions of Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"), and being all of the incorporators of the authority hereby organized (the "Authority"), do make, sign and file this certificate of incorporation (the "Certificate of Incorporation") as follows:

(1) The names and residence addresses of the incorporators are as follows:

Willie Durham
3224 E. Avalon Parkway
Pike Road, AL 36064

Lora McClendon
2033 S. Hull Street
Montgomery, AL 36104

Sheron Rose
9740 Lochfield Drive
Pike Road, AL 36064

Each of the aforesaid incorporators is a duly qualified elector of Montgomery County, Alabama (the "County") and each resides in the County.

(2) The Authority is created and organized pursuant to the provisions of the Enabling Law.

(3) The duration of the corporate existence of the Authority shall be perpetual, unless it shall be dissolved by proceedings taken pursuant to Section 20 of the Enabling Law.

(4) Permission to organize the Authority has been granted by an authorizing resolution duly adopted by the governing body of the County on ________ __, 2021. The County is the authorizing subdivision of the Authority. The application filed with the County Commission of the County for authorization to form the Authority in accordance with Section 3 of the Enabling Law was identical to the copy thereof attached hereto as Exhibit A. A certified copy of the authorizing resolution of the County is attached hereto as Exhibit B.

(5) The name of the Authority is and shall be: "Montgomery County Community Local Redevelopment Authority". Attached hereto as Exhibit C is a certificate of the Secretary of State certifying that the name proposed for the Authority is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

(6) The principal office of the Authority shall be located at 101 S. Lawrence Street, c/o County Administrator, Montgomery, AL 36104. The City of Montgomery, Alabama is located within the County.

(7) The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority consists of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River.

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(9) The Board of Directors of the Authority shall consist of three (3) directors elected by the governing body of the County. The initial directors, as elected by the County, shall be as follows:

Director and Address	Ending Date of Term of Office
Jonathan M. Avant 4319 Plummer Drive Montgomery, Alabama 36106	March 2, 2023
Florence Cauthen 800 Cauthen Drive Montgomery, Alabama 36105	March 2, 2025
James L. Harrell 7 Clayton Street Montgomery, AL 36104	March 2, 2027

The terms of office of each of the initial directors shall end at 12:01 A.M. on the date set fourth next to their name above. Thereafter, the term of office of each director shall be six years.

(10) Upon dissolution of the Authority as permitted in Section 20 of the Enabling Law, title to all property of the Authority shall pass to and be vested in the County.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this _______ day of ____________, 2021.

____
Willie Durham

____
Lora McClendon

____
Sheron Rose

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, ________________________________, a Notary Public in and for said county in said state, hereby certify that Willie Durham, Lora McClendon and Sheron Rose, whose names are signed to the foregoing Certificate of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Incorporation, they executed the same voluntarily.

GIVEN under my hand and official seal of office, this_______ day of __________, 2021.

____

(NOTARIAL SEAL)

Notary Public
My Commission Expires: ____________________

Exhibit A

Application

APPLICATION FOR AUTHORITY TO INCORPORATE
A LOCAL REDEVELOPMENT AUTHORITY

TO: COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA

We, the undersigned natural persons, each of whom is a duly qualified elector of Montgomery County, Alabama (herein called the "County") and resides in the County, do hereby file with the governing body of the County this application in writing, and do hereby make application for authority to incorporate a public corporation (the "Authority") pursuant to the provisions of Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River. The Authority will be governed by a board of directors consisting of three (3) directors elected by the County Commission of the County. The principal office of the Authority will be located at 101 S. Lawrence Street, c/o County Administrator, Montgomery, AL 36104. Upon dissolution of the Authority as permitted in Section 20 of the Enabling Law, title to all property of the Authority shall pass to and be vested in the County. Signed letters of authorization from the Governor of the State of Alabama and the Chair of the Alabama Job Creation and Military Stability Commission designating the Project as a project eligible for the benefits of the Enabling Law are attached hereto as Exhibit I. We hereby request that this application be granted and that a proper resolution be adopted by the governing body of the County (i) declaring that it is wise, expedient and necessary that the above described authority be formed under the name "Montgomery County Community Local Redevelopment Authority", (ii) approving the certificate of incorporation ("Certificate of Incorporation") of the Authority (a copy of which is attached as Exhibit II), and (iii) authorizing the undersigned to proceed to form the Authority by filing for record the Certificate of Incorporation in accordance with the provisions of Section 4 of the Enabling Law.

WITNESS our signatures this 25th day of February, 2021.

Willie Durham

Lora McClendon

Sheron Rose

Exhibit B

Authorizing Resolution of the County

RESOLUTION GRANTING AN APPLICATION FOR AUTHORITY TO INCORPORATE MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY

WHEREAS, Willie Durham, Lora McClendon and Sheron Rose have filed with the County Commission (the "County Commission") of Montgomery County, Alabama (the "County") an application in writing signed by the said applicants for authority to incorporate under Act No. 2020-72 adopted during the 2020 Regular Session of the Alabama Legislature (the "Enabling Law") a public corporation (the "Authority") to be known as "MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY" (a copy of which is attached hereto as Exhibit I and is incorporated herein as if set forth in full within this resolution, and which is herein referred to as the "Application"). The project of the Authority will be primarily for outdoor recreation and related activities and shall consist generally of the planning, establishment, development, acquisition, construction, improvement, maintenance, equipping and/or operation of facilities in the area described in the immediately succeeding sentence, including facilities for outdoor recreation and activities, amphitheaters, lodging and conference space, housing, dining, retail, parking and related facilities (the "Project"). The geographical area of the Authority will consist of the area of the County within the corporate limits of the City of Montgomery, Alabama generally bounded to the south by Maxwell Boulevard, to the west by Maxwell Air Force Base, and to the north and east by the Alabama River; and

WHEREAS, the County Commission has ascertained and found that each of the aforesaid applicants is a natural person, a duly qualified elector of the said County, and resides in said County; and

WHEREAS, the County Commission has examined and reviewed the Application, including the proposed certificate of incorporation of the Authority (the "Certificate of Incorporation") and has found that the same is regular in all respects and conforms with the requirements of the laws of the State of Alabama under which the Authority is proposed to be organized, and the said County Commission deems it wise, expedient, and necessary that the Authority be formed; and

WHEREAS, the County Commission finds that the approval of the above-referenced application will benefit the County and will facilitate the retention, development, or redevelopment of Maxwell Air Force Base and the area contiguous to said military installation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

(1) The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct;

(2) The said Application is hereby approved;

(3) It is hereby found and declared to be wise, expedient, and necessary that the Authority referred to in said Application be formed;

(4) The Certificate of Incorporation of the Authority is hereby approved;

(5) The persons who signed and filed the said Application are hereby authorized to proceed to form the Authority referred to in said Application, under the name "MONTGOMERY COUNTY COMMUNITY LOCAL REDEVELOPMENT AUTHORITY" by executing and filing for record in the Office of the Judge of Probate of Montgomery County, Alabama, the Certificate of Incorporation of the Authority, all in the manner provided in Section 4 of the Enabling Law; and

(6) The following natural persons, each of which is (i) over the age of nineteen (19) years, (ii) a duly qualified elector of the County and (iii) resides in the County, are hereby elected as initial members of the board of directors of the Authority:

Director and Address	Ending Date of Term of Office
Jonathan M. Avant 4319 Plummer Drive Montgomery, Alabama 36106	March 2, 2023
Florence Cauthen 800 Cauthen Drive Montgomery, Alabama 36105	March 2, 2025
James L. Harrell 7 Clayton Street Montgomery, AL 36104	March 2, 2027

Exhibit C

Secretary of State Certificate

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Montgomery County Community Local Redevelopment Authority

This name reservation is for the exclusive use of Balch & Bingham LLP, Post Office Box 78, Montgomery, AL 36101 for a period of one year beginning February 23, 2021 and expiring February 23, 2022

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

February 23, 2021

Date

RES933428

John H. Merrill **Secretary of State**

PIKE ROAD VOLUNTEER
FIRE PROTECTION AUTHORITY
3427 Wallahatchee Rd. • P.O. Box 640099 • Pike Road, AL 36064 • (334) 271-1048

MTGY CO. COMMISSION
FEB 17 '21 AM8:39

January 5,2021

Ms. Florence Cauthen
Administrator, Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Reference: Reappointment of Col. Jim Miller

Dear Ms. Cauthen,

The Pike Road Volunteer Fire Protection Authority would like to request the reappointment of Col. Jim Miller to the Board of Directors. Col. Miller has agreed to serve another six-year term.

Sincerely,

Jimmy Grubbs
Vice Chairman, PRVFPA
10608 Old Pike Road
Mathews, AL 36052

Updated 3/2020

Pike Road Volunteer
Fire Protection Authority

Members:	Term Expires:
David Livingston 13715 Old Pike Road Mathews, AL 36052 Cell: 334-657-2013 Office: 334 281-6303 Jlivings41960@hotmail.com	3/1/2023
Jimmy Grubbs, Chairman 10608 Old Pike Road Mathews, AL. 36052 334-288-6051 home 334-315-7007 cell	3/1/2025
Colonel James "Jim" R. Miller 3255 Mathews Road Mathews, AL 36052 Home: 288-1694 Cell: 538-9483 meandhd@bellsouth.net	3/1/2021
Brian Shelton 811 Macon County Road Cecil, AL 36013 (Cell) 334-318-5952 bshelton69@gmail.com	3/1/2024
Janet Roberts 20 Bright Spot Street Pike Road, AL 36064 Cell: (334) 318-6958 jroberts@river.bank	3/1/2026

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years

Memo

Re: Invitation to Bid No. 52110-21B-003 Graphics and Lettering

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:
Request that approval of award on the above referenced Invitation to Bid to the only bid received, Signs Now, in the amount of $6,448.70, unit pricing to provide and install graphics and lettering on Montgomery County vehicles be placed on a future agenda.

Coordination of award was made with Sheriff Derrick Cunningham.

ATTACHED:
Tabulation 52110-21B-003 Graphics and Lettering
Contract No. 52110-21B-003 Graphics and Lettering

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:	BID # 1	BID # 2	BID # 3	BID # 4	BID # 5
INVITATION TO BID NO: 52110-21B-003 DATE ISSUED: January 21, 2021 DATE OPENED: February 3, 2021 Department: Sheriff's Office	Signs Now Montgomery 1113 Perry Hill Rd, Ste B Montgomery, AL 36109 Attn: Kippy Paige (334)395-6586 Is Company Minority Owned X Yes No				

ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1 UNIT PRICE	BID # 1 EXTENDED AMOUNT	BID # 2 UNIT PRICE	BID # 2 EXTENDED AMOUNT	BID # 3 UNIT PRICE	BID # 3 EXTENDED AMOUNT	BID # 4 UNIT PRICE	BID # 4 EXTENDED AMOUNT	BID # 5 UNIT PRICE	BID # 5 EXTENDED AMOUNT
1	Graphics for Ford PPV/SUV	Ea.	5	$702.64	$3,513.20								
2	Graphics for Chevrolet Tahoe PPV/SUV	Ea.	5	$712.64	$3,563.20								
3	Graphics for PPV/SUV K-9 Unit	Ea.	5	$615.00	$3,075.00								
4	Graphics for Chevrolet Tahoe PPV/SUV	Ea.	5	$625.00	$3,125.00								
	K-9 Unit												
5	Graphics for Probate Transit Van	Ea.	1	$887.50	$887.50								
6	Graphics for Prisoner Transport Van	Ea.	1	$1,020.39	$1,020.39								
7	Graphics for Ford F-150	Ea.	1	$768.75	$768.75								
8	Graphics for Ford F-250	Ea.	1	$794.38	$794.38								
9	Graphics for Motorcycles	Ea.	4	$168.28	$673.12								
10	Graphics & Lettering County Seal	Ea.	1	$154.12	$154.12								
	59 Bids Emailed												
TOTAL BID AMOUNTS				$6,448.70	$17,574.66								

Notes:

STATE OF ALABAMA
MONTGOMERY COUNTY CONTRACT NO. 52110-21B-003

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 22nd day of March 2021, between Signs Now, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Signs Now agrees to furnish and install graphics and lettering on vehicles for the Montgomery County Commission and the Sheriff's Office in accordance with all provisions and specifications of Invitation to Bid No. 52110-21B-003, as issued by the Montgomery County Commission on January 21, 2021 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Signs Now and Montgomery County Commission agree as follows:

1. All terms, conditions, and specifications of the Invitation to Bid are incorporated herein by this reference.

2. The contract will begin on March 22, 2021 and end on March 21, 2024.

3. Quoted prices will remain firm for the duration of the contract.

4. Montgomery County Commission and Signs Now reserves the right to cancel this contract at any time during the contract period, providing either party gives a thirty (30) day written notice.

5. Signs Now shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

6. Signs Now agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Signs Now, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Signs Now, its employees, agents and officers. Signs Now agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Signs Now also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of March 2021.

WITNESS:	SIGNS NOW
______________________	BY: ___________________________
	TITLE: ________________________
WITNESS:	MONTGOMERY COUNTY COMMISSION
______________________	BY: ____________________________
	TITLE: __________________________

Memo

Re: Invitation to Bid 53108-21B-008 Resurfacing Various County Roads

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:
Request approval of award on the above referenced Invitation to Bid to the lowest responsible Bidder, Wiregrass Construction Company, in the amount of $3,748,814.00, to be placed on a future agenda. (Copy of Spreadsheet attached).

ATTACHED:
Resurfacing County Roads

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS: 6 BIDS MAILED

INVITATION TO BID NO: 53108-21B-008

DATE ISSUED:

DATE OPENED: February 17, 2021

REQUESTING DEPARTMENT: Engineering Department

TERMS OF PAYMENT / DISCOUNT:

DELIVERY DATE:

				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				Wiregrass Construction Company 1342 Carmichael Way Montgomery, AL 36106 Minority Owned Business Yes X No		Midsouth Paving, Inc. 4238 West Blvd. Montgomery, AL 36108 Minority Owned Business Yes X No		Asphalt Contractors, Inc. P.O. Box 241447 Montgomery, AL 36124-1447 Minority Owned Business Yes X No					
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	Montgomery County Project No. MCP 51-10-20	Ea	1	$779,566.00	$ 779,566.00	$819,107.80	$819,107.80	$876,473.55	$876,473.55				
2	Montgomery County Project No.	Ea	1	$1,185,596.00	$ 1,185,596.00	$1,252,646.55	$1,252,646.55	$1,329,552.10	$1,329,552.10				
	RA-MCP-51-11-20												
	RA-MCP-51-12-20												
	RA-MCP-51-13-20												
	RA-MCP-51-14-20												
3	Montgomery County Project No. MCP 51-16-20	Ea	1	$1,783,652.00	$ 1,783,652.00	$2,005,424.21	$2,005,424.21	$2,133,546.25	$2,133,546.25				
	Total Bid				$ 3,748,814.00		$4,077,178.56		$4,339,571.90				

Notes:

Page 50 of 265

Resurfacing County Roads

STATE OF ALABAMA **CONTRACT NO. 53108-21B-008**
MONTGOMERY COUNTY

CONTRACT

THIS AGREEMENT made and entered into this ____ day of March, 2021, by and between the Montgomery County Commission, (hereinafter called the COUNTY) and Wiregrass Construction Company, Inc., (hereinafter called the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY desires the improvement and construction of a certain road hereinafter more particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all the work and labor for the said purpose; and

WHEREAS, the COUNTY has awarded the contract in compliance with Title 39 of the Code of Alabama and the Rebuild Alabama Act, Act No. 2019-2; and

WHEREAS, the COUNTY certifies the it has County funds available for the COUNTY's obligations under this contract;

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 material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of a road in Montgomery County, known as Projects MCP 51-01-2020, RA-MCP 51-12-20, RA-MCP 51-13-20, RA-MCP 51-14-20, RA-MCP 51-11-20, RA-MCP 51-12-20, RA – MCP 51-13-20. RA-MCP 51-41-20 and MCP 51-16-20 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 Supplemental Specifications) prepared (or approved) by the Montgomery County Engineer, the originals of which are on file in the Office of the County Engineer of Montgomery County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a part of this Agreement as fully and to the same effect as 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 in compliance with the provisions of Title 39 and the Rebuild Alabama Act, Act No. 2019- 02, when completed in accordance with the Provisions of this Contract, at the price as set forth in the said Proposal amounting to Three million, seven hundred forty-eight thousand, eight hundred fourteen dollars ($3,748,814.00), 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. 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 County Engineer of Montgomery County or his representatives.

4. The decision of the County Engineer of Montgomery County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

5. CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the COUNTY arising in favor of any party, including employees of CONTRACTOR, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of CONTRACTOR, its employees, agents and officers. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. CONTRACTOR also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

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

IN WITNESS WHEREOF, the Montgomery County Commission has caused these present to be executed by Elton N. Dean, Sr., Chairman of the Montgomery County Commission, and Wiregrass Construction Company, Inc., has hereto set his hand and seal this day and year above written.

WITNESS:

MONTGOMERY COUNTY COMMISSION

____

By: ______________________________
Chairman

WITNESS:

WIREGRASS CONSTRUCTION COMPANY

____

By: ______________________________

Title: ______________________________

Memo

Re: Recommendation to Consider Renaming of Pine Level Park

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: James Williams, Parks & Recreation Director

BACKGROUND INFORMATION:
Pine Level Park was built in 2000 on Highway 231 with Recreational Trails Program funds. The ten acre site includes a one-half mile walking trail, benches, a pavilion, picnic tables, and grills.

Over the years, Pine Level resident James Sikes has reached out to assist with park maintenance, volunteering his time, equipment and services. He has been particularly helpful after storms in removing downed trees and limbs. His dedication has been noted by many local residents.

RECOMMENDATION:
Commissioner Singleton recommends that the Pine Level park be named "The James Sikes Park" in his honor.

I request that this recommendation be placed on the March 16, 2021, agenda for consideration.

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 42, inclusive, constitute a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on March __, 2021, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this __ day of March, 2021.

[SEAL]

____
Florence M. Cauthen, County Administrator of the Montgomery County Commission

RESOLUTION NO. ___________

AUTHORIZING THE ISSUANCE AND SALE OF
$__________ GENERAL OBLIGATION REFUNDING WARRANTS
SERIES 2021-A and $____________ GENERAL OBLIGATION REFUNDING
WARRANTS (FEDERALLY TAXABLE), SERIES 2021-B
DATED ___________, 2021
AND
THE EXECUTION AND DELIVERY
OF RELATED FINANCING DOCUMENTS

BE IT RESOLVED AND ORDERED BY THE MONTGOMERY COUNTY COMMISSION as follows:

ARTICLE I

DEFINITIONS, USE OF WORDS AND PHRASES, AND FINDINGS BY THE COUNTY

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

"Authority" means The Montgomery County Public Building Authority.

"Bank" means Regions Bank, an Alabama banking corporation, in its role as Registrar, Transfer Agent, Escrow Trustee and Paying Agent, and any successor thereto.

"Beneficial Owners" shall have the same meaning as set forth in Section 4.4 herein.

"Business Day" means any day other than a Saturday, Sunday or day on which banking institutions are required or authorized to close in the County in which the designated corporate trust agency office of the Bank is located, or on which the Federal Reserve Bank is closed.

"Capital Improvements" shall have the meaning as set forth in Section 1.3(c) herein.

"Capital Improvements Fund" shall have the meaning as set forth in Section 7.1 herein.

"Code" means the Internal Revenue Code of 1986 as amended.

"Continuing Disclosure Agreement" shall have the same meaning as set forth in Section 8.2 herein.

"Commission" means the governing body of the County as from time to time constituted.

"County" means Montgomery County, Alabama.

"Direct Participant" shall have the same meaning as set forth in Section 4.4 herein.

"Eligible Certificates" means interest bearing certificates of deposit that are issued by the Bank or by any bank or trust company organized under the laws of the United States of America or any state thereof that are collaterally secured by a pledge of Federal Securities (a) having at any date of calculation a market value (taking account of any accrued interest thereon) not less than the principal of and the accrued interest on the certificates of deposit secured thereby, (b) deposited and pledged with any Federal Reserve Bank or with any bank or trust company organized under the laws of the United States of America or any state thereof, and having combined capital, surplus and undivided profits of not less than $15,000,000, and (c) for which a receipt signed by the bank or trust company having custody of such collateral securities and containing a sufficient description thereof has been furnished to the Bank.

"Eligible Investments" mean (a) Eligible Certificates, (b) Federal Securities, (c) Secured Deposits, and (d) any money market, cash, sweep or similar accounts or funds invested solely in Federal Securities, customarily utilized by the Registrar for the investment of public funds and rated "Aam," "Aam-G" or better by S&P and, if rated by Moody’s, "Aaa," "Aa1" or "Aa2." Such funds may be managed by the Bank or any of its affiliates or subsidiaries of affiliates.

"Escrow Trust Agreement" means the Escrow Trust Agreement, dated as of March __, 2021 between the County and the Bank, as Escrow Trustee.

"Escrow Trustee" means the Bank, as escrow trustee under the terms of the Escrow Trust Agreement.

"Federal Securities" means (a) any securities that are direct, non-callable obligations of the United States of America and (b) any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Indenture" means that certain Mortgage and Trust Indenture dated as of August 1, 2006, between the Authority and Regions Bank, as trustee, as supplemented and amended, and as specifically supplemented by the First Supplemental Indenture dated as of December 1, 2012, relating to the Series 2012 PBA Warrants, and by the Second Supplemental Indenture dated as of May 1, 2014, relating to the Series 2014 PBA Warrants.

"Interest Payment Date" means, with respect to the Series 2021 Warrants, any March 1 or September 1 prior to payment thereof, commencing March 1, 20__.

"Issuance Expense Account" shall have the same meaning as set forth in Section 6.3 herein.

"Lease Agreement" means that certain Lease Agreement between the Authority and the County dated as of August 1, 2006, as supplemented and amended, and as specifically supplemented by the First Supplemental Lease Agreement dated as of December 1, 2012, relating to the Series 2012 PBA Warrants, and the Second Supplemental Lease Agreement dated as of May 1, 2014, relating to the Series 2014 PBA Warrants.

"Letter of Representation" shall have the same meaning as set forth in Section 4.4 herein.

"Official Statement" shall have the same meaning as set forth in Section 8.1 herein.

"Paying Agent" shall have the same meaning as set forth in Section 4.1 herein.

"Preliminary Official Statement" shall have the same meaning as set forth in Section 8.1 herein.

"Record Date" means, as to any Interest Payment Date, the date that is fifteen (15) days immediately preceding such Interest Payment Date.

"Refunded Series 2010-A Warrants" means those of the Series 2010-A Warrants being redeemed with the proceeds of the Series 2021-A Warrants.

"Refunded Series 2012 PBA Warrants" means those of the Series 2012 PBA Warrants scheduled to mature or subject to mandatory redemption on __________ 1 as follows:

Maturity Date (September 1)	**Principal Amount**	**Interest Rate**

"Refunded Series 2014 PBA Warrants" means those of the Series 2014 PBA Warrants scheduled to mature or subject to mandatory redemption on __________ 1 as follows:

Maturity Date (September 1)	**Principal Amount**	**Interest Rate**

"Refunded Warrants" means, collectively, the Refunded Series 2010-A Warrants, the Refunded Series 2012 PBA Warrants and the Refunded Series 2014 PBA Warrants.

"Registrar" shall mean Regions Bank, Birmingham, Alabama.

"Registrar Agreement" shall have the same meaning as set forth in Section 4.1.

"Secured Deposits" means U.S. dollar denominated deposit accounts, federal funds and bankers acceptances with domestic commercial banks (including, without limitation, the Bank), provided that such deposit is collaterally secured by the issuing bank by pledging securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit less the amount of such deposit which is insured by the Federal Deposit Insurance Corporation.

"Series 2010-A Warrants" means the County's General Obligation Refunding Warrants, Series 2010-A.

"Series 2012 PBA Warrants" means the Authority's Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2012.

"Series 2014 PBA Warrants" means the Authority's Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2014.

"Series 2021 Warrants" or "Warrants" means, collectively, the Series 2021-A Warrants and the Series 2021-B Warrants.

"Series 2021-A Warrants" means the County's $__________ aggregate principal amount General Obligation Refunding Warrants, Series 2021-A, as more particularly described in Article II and issued hereunder.

"Series 2021-A Warrant Fund" shall have the meaning as set forth in Section 7.2(a) herein.

"Series 2021-B Warrants" means the County's $__________ aggregate principal amount General Obligation Refunding Warrants (Federally Taxable), Series 2021-B, as more particularly described in Article II and issued hereunder.

"Series 2021-B Escrow Fund" shall mean the Series 2021-B Escrow Fund created under the Escrow Trust Agreement.

"Series 2021-B Warrant Fund" shall have the meaning as set forth in Section 7.2(b) herein.

"Special Funds" means the Series 2021-A Warrant Fund, Series 2021-B Warrant Fund, Series 2021-A Issuance Expense Account, Series 2021-B Issuance Expense Account or any other fund created pursuant to this Resolution.

"Tax Compliance Certificate" shall have the meaning as set forth in Section 7.5 herein.

"Underwriters" shall have the meaning as set forth in Section 8.5 herein.

"Underwriting Group" shall have the meaning as set forth in Section 8.5 herein.

"Warrant Authorizing Law" means Section 2, Chapter 28 of Title 11, Code of Alabama, 1975, as amended.

"Warrant Fund" shall mean individually the Series 2021-A Warrant Fund or the Series 2021-B Warrant Fund.

"Warrant Holder" or "Holder" means the registered holder, from time to time, of any Series 2021 Warrants.

"Warrant Resolution" or "Resolution" means this resolution as set forth herein.

Section 1.2 Use of Words and Phrases. The following provisions shall be applied wherever appropriate herein:

Where used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

"Hereby," "herein," "hereinafter," "hereof," "hereunder" and other equivalent words refer to this Resolution as a whole and not solely to any particular portion thereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Section 1.3 Findings and Determinations. The Commission has ascertained and found and does hereby declare as follows:

(a) It is necessary and advisable that the County refund the Refunded Warrants as, among other things, it achieves significant debt service savings.

(b) The County is not in default in payment of the principal of or the interest on any of the Refunded Warrants.

(c) The County intends to fund various public capital improvements within the County (collectively, the "Capital Improvements"), and intends to fund the expenditures with respect to the Capital Improvements with tax-exempt warrants, and specifically with the proceeds generated from the refunding described in (a) above.

(d) It is necessary and advisable that the County issue its $___________ General Obligation Refunding Warrants, Series 2021-A for the purposes of (i) redeeming and retiring, on a current basis, the Refunded Series 2010-A Warrants, (ii) redeeming and retiring, on a current basis, the Refunded Series 2012 PBA Warrants, (iii) funding the costs of the Capital Improvements, and (iv) paying issuance expenses of the Series 2021-A Warrants.

(e) It is necessary and advisable that the County issue its $___________ General Obligation Refunding Warrants (Federally Taxable), Series 2021-B for the purposes of (i) redeeming and retiring, on an advance basis, the Refunded Series 2014 PBA Warrants, and (ii) paying issuance expenses of the Series 2021-B Warrants.

ARTICLE II

AUTHORIZATION, DESCRIPTION, EXECUTION, PAYMENT AND FORM OF THE SERIES 2021 WARRANTS

Section 2.1 Authorization of the Series 2021-A Warrants. Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly the Warrant Authorizing Law, there is hereby authorized to be issued by the County for the purposes set forth in Section 1.3(d) above, the County's General Obligation Refunding Warrants, Series 2021-A in the aggregate principal amount of $___________.

Section 2.2 Description of the Series 2021-A Warrants. The Series 2021-A Warrants shall be issued only in fully registered form, without coupons, shall be dated as of their date of issuance, shall be issued in denominations of $5,000 or any integral multiple thereof, and shall be numbered consecutively from R-1 upwards in the order of their issuance and delivery. The Series 2021-A Warrants shall bear interest from the date of issuance at the rates per annum shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each March 1 and September 1 until payment of the principal amount thereof beginning March 1, 20__, and shall mature on or about March 1 in the years and amounts as follows:

Serial Warrants

Maturity March 1	Principal Amount	Interest Rate	Yield

Section 2.3 Authorization of the Series 2021-B Warrants. Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly the Warrant Authorizing Law, there is hereby authorized to be issued by the County for the

purposes set forth in Section 1.3(e) above, the County's General Obligation Refunding Warrants (Federally Taxable), Series 2021-B in the aggregate principal amount of $___________.

Section 2.4 **<u>Description of the Series 2021-B Warrants</u>.** The Series 2021-B Warrants shall be issued only in fully registered form, without coupons, shall be dated as of their date of issuance, shall be issued in denominations of $5,000 or any integral multiple thereof, and shall be numbered consecutively from R-1 upwards in the order of their issuance and delivery. The Series 2021-B Warrants shall bear interest from the date of issuance at the rates per annum shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each March 1 and September 1 until payment of the principal amount thereof beginning March 1, 20__, and shall mature on or about March 1 in the years and amounts as follows:

<u>Serial Warrants</u>

Maturity March 1	Principal Amount	Interest Rate	Yield

Section 2.5 **<u>Execution of the Series 2021 Warrants</u>.** The Series 2021 Warrants shall be executed in the name of the County by the manual or facsimile signatures of the Chairman of the Commission and the County Administrator inscribed or printed or otherwise reproduced thereon (it being herein provided that a condition to the validity of each Series 2021 Warrant is the manual execution on behalf of the Bank of the Registration Certificate endorsed on each Series 2021 Warrant). The official seal of the County shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the County Administrator. The Series 2021 Warrants shall be registered by the County Administrator in the records maintained by the County Administrator, as a claim against the County and the respective Warrant Fund, which registration shall be made as to all the Series 2021 Warrants. The certificate of registration on each of the Series 2021 Warrants shall be executed by the County Administrator. The said officers are hereby directed to cause the Series 2021 Warrants to be executed, sealed and registered in the manner provided by this section.

No Series 2021 Warrant shall be valid or obligatory for any purpose nor shall any Series 2021 Warrant be entitled to any security or benefit under this Resolution unless and until the Registration Certificate printed on each Series 2021 Warrant is signed by the Registrar. Such signature by the Registrar shall be conclusive evidence that the Series 2021 Warrant has been duly issued, executed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. The Registration Certificate may be signed by any authorized officer or employee of the Registrar or by any other person acting as an agent of the Registrar. The same person need not sign the Registration Certificate on all of the Series 2021 Warrants.

Section 2.6 Payment of the Series 2021 Warrants. The principal, any premium, and interest payable on the Series 2021 Warrants shall be payable in lawful money of the United States of America. Such principal of and premium, if any, on the Series 2021 Warrants shall be payable only upon presentation and surrender of the Series 2021 Warrants at the designated corporate trust office of the Paying Agent (as defined in Section 4.1 herein). Interest on the Series 2021 Warrants shall be paid by check or draft mailed by the Paying Agent to the then respective registered owners of the Series 2021 Warrants at the addresses thereof shown on the registration books of such bank pertaining to the Series 2021 Warrants. Such payment shall be deemed timely made if so mailed on the Interest Payment Date (or if such Interest Payment Date is not a business day, on the business day next following such Interest Payment Date).

Section 2.7 Interest After Payment Due Date. The Series 2021 Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon (the "Overdue Interest"), shall bear interest after the maturity dates thereof or such earlier date as they may be called for redemption, until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Warrant Holder solely by reason of such Warrant Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

(a) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest, the Bank shall fix an Overdue Interest Payment Date (the "Overdue Interest Payment Date") for payment of such Overdue Interest, which date shall be not more than twenty (20) days following the expiration of the ten-day period after receipt of funds by the Bank;

(b) Overdue Interest shall be paid by check or draft mailed by the Bank to the persons in whose names the Series 2021 Warrants were registered in the registry books of the Bank pertaining to the Series 2021 Warrants on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner herein prescribed to the persons in whose names the Series 2021 Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 2.8 Form of the Series 2021 Warrants and Related Certificates. The Series 2021 Warrants of each series and the related certificates thereto shall be in substantially the following form with such insertions, omissions and other variations as may be necessary to set forth the terms of the redemption provisions and any other such changes to conform to the provisions hereof:

[Form of Series 2021-A Warrant]

[Form of Face of Series 2021-A Warrant]

Notice: Unless this warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Montgomery County, Alabama or its agent for registration or transfer, exchange, or payment, and any warrant issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF ALABAMA
MONTGOMERY COUNTY, ALABAMA

GENERAL OBLIGATION REFUNDING WARRANT,
SERIES 2021-A

NO. R-_____ $ __________

Interest Rate	Maturity Date	Dated Date	CUSIP

The County Administrator of MONTGOMERY COUNTY, ALABAMA (the "County"), a political subdivision of the State of Alabama, is hereby ordered and directed to pay to

CEDE & CO.,

or registered assigns, to whom the County acknowledges itself indebted as herein set out, the principal sum of

_____________________ DOLLARS ($______________)

on the maturity date specified above (unless earlier redeemed), with interest thereon until the principal amount hereof is paid or provided for at the interest rate per annum specified above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable semiannually on March 1 and September 1 in each year, commencing March 1, 20__. This Series 2021-A Warrant will bear interest from the most recent date to which interest shall have been paid or provided for or, if no interest shall have been paid or provided for, from the Dated Date specified above.

The Series 2021-A Warrants are being issued by means of a book-entry system with no physical distribution of warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One warrant certificate in the aggregate principal amount of each maturity of the Series 2021-A Warrants, registered in the name of Cede & Co., as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Series 2021-A Warrants, with transfer of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to beneficial owners of the Series 2021-A Warrants by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfer of payments or for maintaining, supervising or reviewing the records maintained by DTC, and to participants or persons acting though such participants. While Cede & Co. is the registered owner of this Series 2021-A Warrant, notwithstanding the provisions hereinabove contained, payments of principal, interest and any redemption premium on the Series 2021-A Warrant will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing above, principal hereof, any premium hereon and interest hereon payable on the Maturity Date specified above or upon redemption are payable at the designated corporate trust office of the Registrar in Birmingham, Alabama. Interest payable on each other interest payment date will be payable by check or draft mailed by the Registrar to the person (the "Holder") in whose name this Series 2021-A Warrant (or one or more predecessor warrants) is registered on the registration books of the County (the "Register"), maintained on behalf of the County by the Registrar, as of the close of business on the 15th day next preceding that interest payment date, at the address appearing therein. Such payments shall be deemed timely made if so mailed on the interest payment date (of, if such interest payment date is not a business day, on the business day next following such interest payment date). The principal of and interest on this Series 2021-A Warrant are payable in lawful money of the United States of America, without deduction for the services of any paying agent.

This Series 2021-A Warrant is one of an issue of warrants of the County aggregating up to $__________ in principal amount (the "Series 2021-A Warrants"), which are authorized to be issued pursuant to the Constitution and laws of the State of Alabama, including particularly Section 11-28-2 of the *Code of Alabama* of 1975, as amended, and to the provisions of a Resolution (the "Warrant Resolution") duly adopted on __________, 2021 by the governing body of the County, for purposes for which the County is authorized by law to borrow money and to issue warrants.

The Warrant Resolution provides that Regions Bank, an Alabama banking corporation, (the "Bank") will serve as Paying Agent and Registrar with respect to the Series 2021-A Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Series 2021-A Warrant and the Warrant Resolution, the designated corporate trust office of the Bank shall mean the office where the Bank maintains its designated corporate trust office, as shall be designated by the Bank by written notice to the County and the Holders of the Series 2021-A Warrants.

The indebtedness evidenced and ordered paid by this Series 2021-A Warrant is a general obligation of the County, to the payment of the principal of and premium, if any, and interest on which the full faith and credit of the County has been irrevocably pledged.

Pursuant to the Warrant Resolution, the County has established a special fund for the payment of debt service on the Series 2021-A Warrants (the "Warrant Fund") that will be held by the Bank. The County has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other funds of the County sums sufficient to provide for the payment of debt service on the Series 2021-A Warrants as the same becomes due and payable.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2021-A Warrant is lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this Series 2021-A Warrant exist, have been performed and have happened in due and legal form; and that the indebtedness evidenced and ordered paid by the Series 2021-A Warrants, taken together with all other indebtedness of the County, was at the time of its creation and is now within all applicable limitations on indebtedness prescribed by the Constitution and laws of the State of Alabama.

This Series 2021-A Warrant shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Warrant Resolution until the Registration Certificate below has been signed by the Registrar.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS WARRANT SET FORTH ON THE REVERSE SIDE. THOSE PROVISIONS SHALL HAVE THE SAME EFFECT FOR ALL PURPOSES AS IF SET FORTH HERE.

IN WITNESS WHEREOF, the County has caused this Series 2021-A Warrant to be executed in its behalf with the manual signatures of its Chairman of the County Commission and County Administrator, the latter of whose signature shall constitute attestation hereof, and has caused its corporate seal to be hereunto imprinted, all as of the Dated Date specified above.

MONTGOMERY COUNTY, ALABAMA

By:________________________________
Chairman of the County Commission

[SEAL]

ATTEST:

By:________________________________
County Administrator

[FORM OF REGISTRATION AS CLAIM AGAINST WARRANT FUND]

I hereby certify that this Series 2021-A Warrant has been registered by me as a claim against the Warrant Fund referred to in this Series 2021-A Warrant.

____
County Administrator of
Montgomery County, Alabama

[FORM OF REGISTRATION CERTIFICATE]

Date of Registration:____________________

This Series 2021-A Warrant was registered in the name of the above-named Holder on the registration date specified above.

REGIONS BANK, Registrar

By:__________________________________
Authorized Signer

Registrable at:

Regions Bank
Birmingham, Alabama

[Form of Reverse of Series 2021-A Warrant]

Mandatory Redemption. [reserved]

Notice of Redemption of Warrants. Any notice of a call for redemption will be given by registered or certified mail, postage prepaid, mailed not less than 30 days, nor more than 60 days, prior to the date fixed for redemption, to each registered owner of Series 2021-A Warrants (or portion thereof) to be redeemed at the address appearing in the warrant register maintained by the Paying Agent.

For so long as DTC or its nominee is the registered owner of any Series 2021-A Warrant to be redeemed, notice of redemption will be given to DTC or its nominee as the registered owner of such Series 2021-A Warrant. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Series 2021-A Warrant to be redeemed shall not affect the validity of the redemption of such Warrant.

Any Series 2021-A Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Paying Agent (with, if the County or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing), and the County shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2021-A Warrant, without service charge, a new Series 2021-A Warrant or Series 2021-A Warrants, of the same maturity (and bearing interest at the same rate as such Series 2021-A Warrant so surrendered) and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2021-A Warrant so surrendered.

Unless waived by the Holders of all Series 2021-A Warrants then outstanding to be redeemed, notice of redemption shall be given by registered or certified mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2021-A Warrants to be redeemed, at his address appearing in the bond register.

The County and the Registrar shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as required by the Warrant Resolution.

The Series 2021-A Warrants are issuable only as fully registered warrants in the denominations of $5,000 and any integral multiple thereof.

This Series 2021-A Warrant is transferable by the registered Holder hereof, in person or by authorized attorney, only on the books of the Registrar and only upon surrender of the Series 2021-A Warrant to the Registrar for cancellation with a written instrument of transfer acceptable to the Registrar executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Series 2021-A Warrant of like tenor shall be issued to the transferee in exchange thereof, all as more particularly described in the Warrant Resolution. Each Holder hereof, by receiving or accepting this Series 2021-A Warrant, shall consent and agree and shall be estopped to deny that this Series 2021-A Warrant may be transferred only in accordance with the provisions of the Warrant Resolution. Provision is also made in the Warrant Resolution for the exchange of Series 2021-A Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Warrant Resolution.

The Registrar shall not be required to transfer or exchange this Series 2021-A Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that this Series 2021-A Warrant (or any principal part thereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer this Series 2021-A Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Series 2021-A Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Series 2021-A Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2021-A Warrant. The Paying Agent is designated in the Registrar Agreement as the paying agent and as the registrar for and with respect to the Series 2021-A Warrants.

Reference is made to the Warrant Resolution for a more complete description of the provisions, among others, with respect to the rights, duties and obligations of the County, the Registrar and the Holders, and the terms and conditions upon which the Series 2021-A Warrants are issued and secured. The Holder of this Series 2021-A Warrant assents, by acceptance hereof, to all of the provisions of the Warrant Resolution.

LEGAL OPINION

The following is a true copy of the opinion rendered by Gilpin Givhan, PC in connection with the issuance of, and dated as of and premised on facts and law in effect on the date of the original delivery of, the Series 2021-A Warrants. An executed copy is on file in this office.

____
County Administrator, Montgomery County, Alabama

[FORM OF BOND COUNSEL OPINION]

The following abbreviations, when used in the inscription on the face of this Warrant or in the Assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants
in common and not as community property

UNIF GIFT MIN ACT - _______________ Custodian___________________
(Custodian) (Minor)
under Uniform Gift to Minors Act____________
(State)

Additional abbreviations may also be used although not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto __________________________the within Warrant and irrevocably constitutes and appoints ___________________________ attorney to transfer this Warrant on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________________ ________________________

Signature Guaranteed:

____
Commercial Bank, Trust Company or
Member of a National Securities
Exchange*

By______________________________
Its_____________________

Medallion
Number____
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2021-A Warrant in every particular, without alteration or any change whatever.

[End Form of Series 2021-A Warrant]

[Form of Series 2021-B Warrant]

[Form of Face of Series 2021-B Warrant]

Notice: Unless this warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Montgomery County, Alabama or its agent for registration or transfer, exchange, or payment, and any warrant issued is

registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF ALABAMA
MONTGOMERY COUNTY, ALABAMA

GENERAL OBLIGATION REFUNDING WARRANT (FEDERALLY TAXABLE),
SERIES 2021-B

NO. R-_____ $ __________

Interest Rate	Maturity Date	Dated Date	CUSIP

The County Administrator of MONTGOMERY COUNTY, ALABAMA (the "County"), a political subdivision of the State of Alabama, is hereby ordered and directed to pay to

CEDE & CO.,

or registered assigns, to whom the County acknowledges itself indebted as herein set out, the principal sum of

_____________________ DOLLARS ($______________)

on the maturity date specified above (unless earlier redeemed), with interest thereon until the principal amount hereof is paid or provided for at the interest rate per annum specified above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable semiannually on March 1 and September 1 in each year, commencing March 1, 20__. This Series 2021-B Warrant will bear interest from the most recent date to which interest shall have been paid or provided for or, if no interest shall have been paid or provided for, from the Dated Date specified above.

The Series 2021-B Warrants are being issued by means of a book-entry system with no physical distribution of warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One warrant certificate in the aggregate principal amount of each maturity of the Series 2021-B Warrants, registered in the name of Cede & Co., as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Series 2021-B Warrants, with transfer of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to beneficial owners of the Series 2021-B Warrants by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfer of payments or for maintaining, supervising or reviewing the records maintained by DTC, and to participants or persons acting though such participants. While Cede & Co. is the registered owner of this Series 2021-B Warrant, notwithstanding the provisions hereinabove contained, payments of principal, interest and any redemption premium on the Series 2021-B Warrant will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing above, principal hereof, any premium hereon and interest hereon payable on the Maturity Date specified above or upon redemption are payable at the designated corporate trust office of the Registrar in Birmingham, Alabama. Interest payable on each other interest payment date will be payable by check or draft mailed by the Registrar to the person (the "Holder") in whose name this Series 2021-B Warrant (or one or more predecessor warrants) is registered on the registration books of the County (the "Register"), maintained on behalf of the County by the Registrar, as of the close of business on the 15th day next preceding that interest payment date, at the address appearing therein. Such payments shall be deemed timely made if so mailed on the interest payment date (of, if such interest payment date is not a business day, on the business day next following such interest payment date). The principal of and interest on this Series 2021-B Warrant are payable in lawful money of the United States of America, without deduction for the services of any paying agent.

This Series 2021-B Warrant is one of an issue of warrants of the County aggregating up to $__________ in principal amount (the "Series 2021-B Warrants"), which are authorized to be issued pursuant to the Constitution and laws of the State of Alabama, including particularly Section 11-28-2 of the *Code of Alabama* of 1975, as amended, and to the provisions of a Resolution (the "Warrant Resolution") duly adopted on __________, 2021 by the governing body of the County, for purposes for which the County is authorized by law to borrow money and to issue warrants.

The Warrant Resolution provides that Regions Bank, an Alabama banking corporation, (the "Bank") will serve as Paying Agent and Registrar with respect to the Series 2021-B Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Series 2021-B Warrant and the Warrant Resolution, the designated corporate trust office of the Bank shall mean the office where the Bank maintains its designated corporate trust office, as shall be designated by the Bank by written notice to the County and the Holders of the Series 2021-B Warrants.

The indebtedness evidenced and ordered paid by this Series 2021-B Warrant is a general obligation of the County, to the payment of the principal of and premium, if any, and interest on which the full faith and credit of the County has been irrevocably pledged.

Pursuant to the Warrant Resolution, the County has established a special fund for the payment of debt service on the Series 2021-B Warrants (the "Warrant Fund") that will be held by the Bank. The County has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other funds of the County sums sufficient to provide for the payment of debt service on the Series 2021-B Warrants as the same becomes due and payable.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2021-B Warrant is lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this Series 2021-B Warrant exist, have been performed and have happened in due and legal form; and that the indebtedness evidenced and ordered paid by the Series 2021-B Warrants, taken together with all other indebtedness of the County, was at the time of its creation and is now within all applicable limitations on indebtedness prescribed by the Constitution and laws of the State of Alabama.

This Series 2021-B Warrant shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Warrant Resolution until the Registration Certificate below has been signed by the Registrar.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS WARRANT SET FORTH ON THE REVERSE SIDE. THOSE PROVISIONS SHALL HAVE THE SAME EFFECT FOR ALL PURPOSES AS IF SET FORTH HERE.

IN WITNESS WHEREOF, the County has caused this Series 2021-B Warrant to be executed in its behalf with the manual signatures of its Chairman of the County Commission and County Administrator, the latter of whose signature shall constitute attestation hereof, and has caused its corporate seal to be hereunto imprinted, all as of the Dated Date specified above.

MONTGOMERY COUNTY, ALABAMA

By:__________________________________
Chairman of the County Commission

[SEAL]

ATTEST:

By:____________________________________
County Administrator

[FORM OF REGISTRATION AS CLAIM AGAINST WARRANT FUND]

I hereby certify that this Series 2021-B Warrant has been registered by me as a claim against the Warrant Fund referred to in this Series 2021-B Warrant.

____
County Administrator of
Montgomery County, Alabama

[FORM OF REGISTRATION CERTIFICATE]

Date of Registration:____________________

This Series 2021-B Warrant was registered in the name of the above-named Holder on the registration date specified above.

REGIONS BANK, Registrar

By:________________________________
Authorized Signer

Registrable at:

Regions Bank
Birmingham, Alabama

[Form of Reverse of Series 2021-B Warrant]

Mandatory Redemption. [reserved]

<u>Notice of Redemption of Warrants</u>. Any notice of a call for redemption will be given by registered or certified mail, postage prepaid, mailed not less than 30 days, nor more than 60 days, prior to the date fixed for redemption, to each registered owner of Series 2021-B Warrants (or portion thereof) to be redeemed at the address appearing in the warrant register maintained by the Paying Agent.

For so long as DTC or its nominee is the registered owner of any Series 2021-B Warrant to be redeemed, notice of redemption will be given to DTC or its nominee as the registered owner of such Series 2021-B Warrant. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Series 2021-B Warrant to be redeemed shall not affect the validity of the redemption of such Warrant.

Any Series 2021-B Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Paying Agent (with, if the County or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing), and the County shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2021-B Warrant, without service charge, a new Series 2021-B Warrant or Series 2021-B Warrants, of the same maturity (and bearing interest at the same rate as such Series 2021-B Warrant so surrendered) and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2021-B Warrant so surrendered.

Unless waived by the Holders of all Series 2021-B Warrants then outstanding to be redeemed, notice of redemption shall be given by registered or certified mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2021-B Warrants to be redeemed, at his address appearing in the bond register.

The County and the Registrar shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as required by the Warrant Resolution.

The Series 2021-B Warrants are issuable only as fully registered warrants in the denominations of $5,000 and any integral multiple thereof.

This Series 2021-B Warrant is transferable by the registered Holder hereof, in person or by authorized attorney, only on the books of the Registrar and only upon surrender of the Series 2021-B Warrant to the Registrar for cancellation with a written instrument of transfer acceptable to the Registrar executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Series 2021-B Warrant of like tenor shall be issued to the transferee in exchange thereof, all as more particularly described in the Warrant Resolution. Each Holder hereof, by receiving or accepting this Series 2021-B Warrant, shall consent and agree and shall be estopped to deny that this Series 2021-B Warrant may be transferred only in accordance with the provisions of the Warrant Resolution. Provision is also made in the Warrant Resolution for the exchange of Series 2021-B Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Warrant Resolution.

The Registrar shall not be required to transfer or exchange this Series 2021-B Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that this Series 2021-B Warrant (or any principal part thereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer this Series 2021-B Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Series 2021-B Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Series 2021-B Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2021-B Warrant. The Paying Agent is designated in the Registrar Agreement as the paying agent and as the registrar for and with respect to the Series 2021-B Warrants.

Reference is made to the Warrant Resolution for a more complete description of the provisions, among others, with respect to the rights, duties and obligations of the County, the Registrar and the Holders, and the terms and conditions upon which the Series 2021-B Warrants are issued and secured. The Holder of this Series 2021-B Warrant assents, by acceptance hereof, to all of the provisions of the Warrant Resolution.

LEGAL OPINION

The following is a true copy of the opinion rendered by Gilpin Givhan, PC in connection with the issuance of, and dated as of and premised on facts and law in effect on the date of the original delivery of, the Series 2021-B Warrants. An executed copy is on file in this office.

____
County Administrator, Montgomery County, Alabama

[FORM OF BOND COUNSEL OPINION]

The following abbreviations, when used in the inscription on the face of this Warrant or in the Assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common and not as community property

UNIF GIFT MIN ACT - _______________ Custodian____________________
(Custodian) (Minor)
under Uniform Gift to Minors Act____________
(State)

Additional abbreviations may also be used although not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto __________________________the within Warrant and irrevocably constitutes and appoints ___________________________ attorney to transfer this Warrant on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________________________ ___________________________

Signature Guaranteed:

____
Commercial Bank, Trust Company or
Member of a National Securities
Exchange*

By___________________________________
Its________________________

Medallion
Number____
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2021-B Warrant in every particular, without alteration or any change whatever.

[End Form of Series 2021-B Warrant]

ARTICLE III

REDEMPTION PROVISIONS

Section 3.1 Redemption.

(a) Mandatory Redemption of the Series 2021-A Warrants. [reserved]

(b) Mandatory Redemption of the Series 2021-B Warrants. [reserved]

Section 3.2 Process for Redemption of Series 2021 Warrants. Any Series 2021 Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Registrar (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing), and the County shall execute and the Registrar shall authenticate and deliver to the Holder of such Series 2021 Warrant, without service charge, a new Series 2021 Warrant or Series 2021 Warrants, of the same maturity (and bearing interest at the same rate as such Series 2021 Warrant so surrendered) and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2021 Warrant so surrendered.

Section 3.3 Notice of Redemption. Unless waived by the Holders of all Series 2021 Warrants then outstanding to be redeemed, notice of redemption shall be given by registered or certified mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2021 Warrants to be redeemed, at his address appearing in the warrant register.

The County and the Registrar shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as required hereby.

Section 3.4 [reserved]

ARTICLE IV

REGISTRATION, TRANSFER AND EXCHANGE OF THE SERIES 2021 WARRANTS; FURTHER PROVISIONS

Section 4.1 Registration; Transfer and Exchange of the Series 2021 Warrants. The Bank is appointed to act as the registrar, transfer agent and paying agent (said Bank acting in such capacity, together with any successor thereto being herein called the "Registrar" or "Paying Agent") for the Series 2021 Warrants. The Chairman of the Commission shall sign and deliver, in the name and on behalf of the County, the Registrar Agreement between the County and the

Registrar (the "Registrar Agreement") in substantially the same form thereof presented to this Commission at the meeting at which this Resolution is adopted, which is now on file with the County Administrator. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the Chairman of the Commission on behalf of the County, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments to the Registrar Agreement. The County shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement from funds lawfully available and appropriated or to be appropriated for that purpose.

So long as any of the Series 2021 Warrants remain outstanding, the County will cause the Registrar to maintain and keep at its designated corporate trust office in Birmingham, Alabama, all books and records necessary for the registration, exchange and transfer of Series 2021 Warrants as provided in this Section (the "Register"). The person in whose name a Series 2021 Warrant is registered on the Register shall be regarded as the absolute owner of the Series 2021 Warrant for all purposes of this Resolution. Payment of or on account of the principal of, premium, if any, and interest on any Series 2021 Warrant shall be made only to or upon the order of that person; neither the County nor the Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Series 2021 Warrants, including interest, to the extent of the amount or amounts so paid.

The Series 2021 Warrants are transferable and exchangeable for Series 2021 Warrants of authorized denominations only upon presentation and surrender thereof at the designated corporate trust office of the Registrar in Birmingham, Alabama, accompanied by a written instrument of transfer or exchange or by an assignment duly executed by the registered owner thereof or his duly authorized attorney, in form and with guaranty of signature satisfactory to the Registrar. Upon proper presentation for transfer or exchange, the County shall execute one or more new Series 2021 Warrants of any authorized denomination or denominations requested by the owner or transferee equal in the aggregate to the unmatured principal amount of the Series 2021 Warrants surrendered and bearing interest at the same rate and maturing on the same date; and the Registrar shall execute the Registration Certificate thereon and deliver the same to the transferee or the party requesting exchange, as the case may be.

The Registrar shall not be required to transfer or exchange any Series 2021 Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that any Series 2021 Warrant (or any principal part thereof) is duly called for redemption, the Registrar shall not be required to register or transfer any such Series 2021 Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Series 2021 Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Series 2021 Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2021 Warrant.

Any Series 2021 Warrant surrendered to the Registrar for payment, retirement, exchange, replacement or transfer shall be canceled by the Registrar. The County may at any time deliver to the Registrar for cancellation any previously delivered Series 2021 Warrants that the County may have acquired in any manner whatsoever, and those Series 2021 Warrants shall be promptly cancelled by the Registrar. Upon request by the County, written reports of the surrender and cancellation of Series 2021 Warrants shall be made to the County Administrator by the Registrar at least twice each calendar year. Canceled Series 2021 Warrants shall be retained for a period of time and then returned to the County or destroyed by the Registrar as directed by the County Administrator.

Section 4.2 Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. If (i) any mutilated Series 2021 Warrant is surrendered to the Registrar, or the County and the Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Series 2021 Warrant, and (ii) there is delivered to the County and the Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Registrar that such Series 2021 Warrant has been acquired by a bona fide purchaser, the County will execute and upon its request the Registrar will authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2021 Warrant, a new Series 2021 Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding. Upon the issuance of any new Series 2021 Warrant in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2021 Warrant, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Section 4.3 Provisions With Respect to Bank. (a) Appointment of Bank and Acceptance of Duties. The Bank is herein designated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Series 2021 Warrants. By its acceptance of such duties hereunder, the Bank shall accept and agree to perform the duties required by this Resolution, subject, however, to the following conditions:

(i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.

(ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

(iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.

(iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

(vi) The Bank need not recognize a Holder of a Series 2021 Warrant as such without the satisfactory establishment of his title to such Series 2021 Warrant.

(vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Series 2021 Warrant will bind all subsequent Holders of the same Series 2021 Warrant and any Series 2021 Warrant issued hereunder in lieu thereof.

(viii) The Bank may be a Holder or a pledge of any of the Series 2021 Warrants as if not Bank hereunder.

(ix) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(x) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Resolution or otherwise to invest any such moneys, except as specifically required by this Resolution or as may be required by law or other written agreement between the County and the Bank.

(xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

(xii) The Bank shall, upon reasonable request, inform the County of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(xiii) The recitals of fact herein and in the Series 2021 Warrants are statements by the County and not by the Bank, and the Bank is in no way responsible for the validity or security of the Series 2021 Warrants or the validity of the security afforded hereby.

(b) Resignation by Bank. The Bank and any successor Bank may resign and be discharged from the duties under this Resolution by causing written notice specifying the effective date, postage prepaid, to the County and to every Holder of a Series 2021 Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the holders of the Series 2021 Warrants as herein provided, such date shall be at least (60) days after the date on which notice to the County and the holders of the Series 2021 Warrants shall have been mailed.

(c) Removal of Bank. The Bank may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bank and to the County and signed by the Holders of a majority in aggregate principal amount of the Series 2021 Warrants then outstanding.

(d) Appointment of Successor Bank; Interim Bank. In case the Bank shall resign, be removed, be dissolved, be in course of dissolution of liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of the Series 2021 Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the County, by an instrument signed by the Chairman of the Commission, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Series 2021 Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the Holders of the Series 2021 Warrants.

The County shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Series 2021 Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Series 2021 Warrants then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a rust company or bank which is qualified to perform all duties of the Bank under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than $25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(e) Concerning any Successor Bank. Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall nevertheless, on the written request of the County or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(f) Merger or Consolidation of Bank. Any corporation into which the bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Series 2021 Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Series 2021 Warrants and deliver such Series 2021 Warrants with the same effect as if such successor Bank had itself registered such Series 2021 Warrants.

(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Series 2021 Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

Section 4.4 Book-Entry System. The County may make appropriate arrangements for the Series 2021 Warrants (or any portion thereof) to be issued or held by means of a book-entry system administered by The Depository Trust Company ("DTC") with no physical distribution of Series 2021 Warrants made to the public (other than those Series 2021 Warrants, if any, not held under such book-entry system). References in this Section 4.4 to a Series 2021 Warrant or the Series 2021 Warrants shall be construed to mean the Series 2021 Warrant or the Series 2021 Warrants that are held under the book-entry system. In such event, one Series 2021 Warrant of each maturity shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Series 2021 Warrants in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and its participants (the "DTC Participants") pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2021 Warrants. Beneficial ownership interests in the Series 2021 Warrants may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Series 2021 Warrants representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Series 2021 Warrants. Transfers of ownership interests in the Series 2021 Warrants shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES 2021 WARRANTS, THE REGISTRAR SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE SERIES 2021 WARRANTS FOR ALL PURPOSES UNDER THIS WARRANT RESOLUTION AND THE REGISTRAR AGREEMENT, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2021 WARRANTS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION OR THE REGISTRAR AGREEMENT.

Payments of principal, interest, premium, if any, and purchase price with respect to the Series 2021 Warrants, so long as DTC is the only owner of the Series 2021 Warrants, shall be paid by the Registrar directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representations to DTC (the "Letter of Representations"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registrar shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (i) DTC determines not to continue to act as Securities Depository for the Series 2021 Warrants or (ii) the County or the Registrar determines that the continuation of the book-entry system of evidence and transfer of ownership of the Series 2021 Warrants would adversely affect its interests or the interests of the Beneficial Owners of the Series 2021 Warrants, the County shall, at the request of the Registrar, discontinue the book-entry system with DTC with respect to the Series 2021 Warrants. If the County fails to identify another qualified Securities Depository to replace DTC, Registrar shall authenticate and deliver replacement Series 2021 Warrants in the form of fully registered certificated Series 2021 Warrants pursuant to the written instructions of DTC.

THE COUNTY AND THE REGISTRAR SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2021 WARRANTS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2021 WARRANTS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE REGISTRAR AGREEMENT TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2021 WARRANTS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Series 2021 Warrants is discontinued pursuant to the provisions of this Section, the Series 2021 Warrants shall be delivered solely as fully registered Series 2021 Warrants without coupons in the authorized denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof. In the event that a book-entry system with respect to the Series 2021 Warrants is discontinued, such discontinuance shall be as to all Series 2021 Warrants then Outstanding.

The County shall not be limited to utilizing a book-entry system maintained by DTC but may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Registrar serving in the capacity of custodian) to provide for a book-entry or similar method for the registration and registration of transfer of all or a portion of the Series 2021 Warrants.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE AND TRANSFER OF OWNERSHIP OF ALL THE SERIES 2021 WARRANTS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THE REGISTRAR AGREEMENT RELATING TO THE DELIVERY OF PHYSICAL SERIES 2021 WARRANT CERTIFICATES WITH RESPECT TO THE SERIES 2021 WARRANTS SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM.

ARTICLE V

GENERAL OBLIGATION; PROVISION FOR PAYMENT OF OBLIGATIONS; ADDITIONAL WARRANTS

Section 5.1 General Obligation. The indebtedness evidenced and ordered paid by the Series 2021 Warrants is and shall be a general obligation of the County, to the payment of the principal of and premium, if any, and interest on which the full faith and credit of the County are hereby irrevocably pledged.

Section 5.2 Continued Levy of Taxes; Maintenance of Warrant Fund. The County agrees that, so long as the principal of or interest on any of the Series 2021 Warrants remains unpaid, the County will annually levy and collect taxes, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama, in such amounts as may be necessary to provide for the payment of the principal of and interest on the Series 2021 Warrants. The County further agrees that so long as the principal of or interest on any series of the Series 2021 Warrants remains unpaid it will deposit in the Warrant Fund established with respect to each such series, not later than the Business Day next preceding an Interest Payment Date, as to the Series 2021 Warrants, an amount which, when added to the amount then on deposit in such Warrant Fund will equal the principal, interest and redemption premium (if any) to come due with respect to the Series 2021 Warrants on such Interest Payment Date.

Section 5.3 Provision for Payment of Series 2021 Warrants.

(a) If the principal of and interest and redemption premium (if any) on the Series 2021 Warrants is paid in accordance with the terms thereof and this Warrant Resolution, then all covenants, agreements and other obligations of the County to the Holders of such Series 2021 Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In the event the Series 2021 Warrants are so paid, the Bank shall pay to the County any surplus remaining in the Warrant Fund.

(b) Any Series 2021 Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning of the this Section 5.3 if:

(i) the County and the Paying Agent (or other trustee under the trust agreement described below) enter into an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Series 2021 Warrants and for payment of the interest to accrue thereon until maturity or redemption, and any redemption premium thereon, securities that are Federal Securities and cash which, together with the income to be derived from such, without reinvestment, will produce monies sufficient to provide for the payment of such Warrants as and when the same becomes due upon redemption or maturity;

(ii) the County has adopted all necessary proceedings providing for the redemption of any such Series 2021 Warrants that are required to be redeemed prior to their respective maturities and shall have instructed the Paying Agent or other trustee under the aforesaid trust agreement to provide such notices of redemption as are required under this Warrant Resolution;

(iii) the County and the Paying Agent shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Series 2021 Warrants that are to be paid in accordance with such trust agreement; and

(iv) the County and the Paying Agent shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Paying Agent stating that such trust and deposits thereunder will produce monies sufficient to provide for the full payment and retirement of such Series 2021 Warrants as and when the principal of and interest and redemption premium (if any) on such Series 2021 Warrants shall come due.

ARTICLE VI

EXECUTION AND DELIVERY OF THE SERIES 2021 WARRANTS; APPROVAL OF SALE; USE OF PROCEEDS THEREFROM

Section 6.1 Authority to Execute and Deliver the Series 2021 Warrants. The Chairman of the Commission and the County Administrator are hereby authorized and directed to cause the Series 2021 Warrants to be executed, sealed, attested and registered as a claim against the County and the applicable Warrant Fund as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

Section 6.2 Application of Proceeds of Series 2021 Warrants.

(a) The gross proceeds derived from the sale of the Series 2021-A Warrants in the amount of $__________ (the par amount of the Series 2021-A Warrants of $____________ less Underwriter's Discount of $___________) shall be used solely for the following purposes:

(i) The amount of $___________ shall be deposited in the Series 2010-A Warrant Fund for the purpose of refunding the Refunded Series 2010-A Warrants;

(ii) The amount of $___________ shall be deposited in the Series 2012 PBA Warrant Fund for the purpose of refunding the Refunded Series 2012 PBA Warrants;

(iii) The amount of $____________ shall be deposited in the 2021-A Capital Improvements Fund and applied as provided in Section 7.1 herein; and

(iv) The amount of $___________ shall be deposited into the Series 2021-A Issuance Expense Account and applied as provided in Section 6.3 herein.

(b) The gross proceeds derived from the sale of the Series 2021-B Warrants in the amount of $__________ (the par amount of the Series 2021-B Warrants of $____________ less Underwriter's Discount of $___________) shall be used solely for the following purposes:

(i) The amount of $___________ shall be deposited in the Series 2021-B Escrow Fund for the purpose of paying principal of and interest on the Refunded Series 2014 PBA Warrants and, and to pay the redemption price of the Refunded Series 2014 PBA Warrants;

(ii) The amount of $___________ shall be deposited into the Series 2021-B Issuance Expense Account and applied as provided in Section 6.4 herein.

Section 6.3 **Payment of Costs of Issuance of the Series 2021-A Warrants.** There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants, Series 2021-A Issuance Expense Account" (the "Series 2021-A Issuance Expense Account"). The Series 2021-A Issuance Expense Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. The Bank shall be the depository for the Series 2021-A Issuance Expense Account. The Chairman of the Commission, the County Administrator, or any other person designated in writing by the Chairman of the Commission or County Administrator are hereby authorized and directed to cause the costs of issuance of the Series 2021-A Warrants to be paid from the Series 2021-A Issuance Expense Account. In the event moneys deposited in or transferred to the Series 2021-A Issuance Expense Account are not sufficient to pay all expenses of issuing the Series 2021-A Warrants, the Chairman of the Commission is authorized to pay, out of any funds of the County available therefor, the balance of the expenses of issuing the Series 2021-A Warrants. On that date that is 90 days from the date of issuance, or earlier if requested by the County, amounts, if any, remaining in the Series 2021-A Issuance Expense Account shall be transferred to the Series 2021-A Warrant Fund.

Section 6.4 **<u>Payment of Costs of Issuance of the Series 2021-B Warrants</u>.** There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants (Federally Taxable), Series 2021-B Issuance Expense Account" (the "Series 2021-B Issuance Expense Account"). The Series 2021-B Issuance Expense Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. The Bank shall be the depository for the Series 2021-B Issuance Expense Account. The Chairman of the Commission, the County Administrator, or any other person designated in writing by the Chairman of the Commission or County Administrator are hereby authorized and directed to cause the costs of issuance of the Series 2021-B Warrants to be paid from the Series 2021-B Issuance Expense Account. In the event moneys deposited in or transferred to the Series 2021-B Issuance Expense Account are not sufficient to pay all expenses of issuing the Series 2021-B Warrants, the Chairman of the Commission is authorized to pay, out of any funds of the County available therefor, the balance of the expenses of issuing the Series 2021-B Warrants. On that date that is 90 days from the date of issuance, or earlier if requested by the County, amounts, if any, remaining in the Series 2021-B Issuance Expense Account shall be transferred to the Series 2021-B Warrant Fund.

ARTICLE VII

CREATION OF CAPITAL IMPROVEMENTS FUND, WARRANT FUNDS, <u>COVENANTS WITH RESPECT TO WARRANT PROCEEDS</u>

Section 7.1 **Series 2021-A Capital Improvements Fund.** There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants, Series 2021-A Capital Improvements Fund" (the "Series 2021-A Capital Improvements Fund"). The Series 2021-A Capital Improvements Fund shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. Except as hereinafter provided, the County will apply the moneys in the Series 2021-A Capital Improvements Fund solely for payment of the costs of the Capital Improvements as set forth in Section 1.3(c) hereof. The Bank shall be the depository of for the Series 2021-A Capital Improvements Fund. The County shall be required to submit an executed Requisition and Payment Request substantially in the form of Exhibit "C" to the Registrar Agreement or such other form as deemed satisfactory to the Registrar, in order to withdraw any moneys on deposit in the Series 2021-A Capital Improvements Account to pay the costs related to the Capital Improvements. The Chairman of the Commission and County Administrator, or such other persons as may be designated by the Chairman of the Commission, are considered authorized County Representatives that may submit an executed Requisition and Payment Request.

Section 7.2 **<u>Warrant Funds</u>**.

(a) There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants, Series 2021-A Warrant Fund" (the "Series 2021-A Warrant Fund"). The Series 2021-A Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Series 2021-A Warrants. The Bank is hereby designated as the custodian of the Series 2021-A Warrant Fund.

The County will be required to transfer to the Series 2021-A Warrant Fund, on or before the business day next preceding each Interest Payment Date, commencing with the business day next preceding September 1, 20__, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Series 2021-A Warrants on the then next succeeding Interest Payment Date, plus (ii) the principal, if any, of the Series 2021-A Warrants that will mature on the then next succeeding Interest Payment Date. Moneys on deposit in the Series 2021-A Warrant Fund shall be used solely for the payment of the principal of and interest on the Series 2021-A Warrants.

(b) There is hereby created a special account the full name of which shall be the "Montgomery County General Obligation Refunding Warrants (Federally Taxable), Series 2021-B Warrant Fund" (the "Series 2021-B Warrant Fund"). The Series 2021-B Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Series 2021-B Warrants. The Bank is hereby designated as the custodian of the Series 2021-B Warrant Fund. The County will be required to transfer to the Series 2021-B Warrant Fund, on or before the business day next preceding each Interest Payment Date, commencing with the business day next preceding September 1, 20__, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Series 2021-B Warrants on the then next succeeding Interest Payment Date, plus (ii) the principal, if any, of the Series 2021-B Warrants that will mature on the then next succeeding Interest Payment Date. Moneys on deposit in the Series 2021-B Warrant Fund shall be used solely for the payment of the principal of and interest on the Series 2021-B Warrants.

Section 7.3 Investment of Moneys in Accounts. So long as the County shall not be in default hereunder, it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments, any and all of the moneys in the Special Funds; provided, that, each such investment shall mature not later than the Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the respective fund or account from which such investment was made and shall be held for the moneys so invested to the same extent as if they were moneys on deposit in such fund or account. The County may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the respective fund or account from which such investment was made. Each depository for the respective fund or account shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it either in a resolution adopted by the Commission or any order signed by the Chairman of the Commission or the County Administrator of the County.

Section 7.4 Security for Funds. Any money on deposit in any fund or account or held by the Bank pursuant to this Warrant Resolution shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America) or as required by the Security for Alabama Funds Enhancement Act as provided in Title 41, Chapter 14A of the Code of Alabama, 1975, be secured for the benefit of the County and the Holders by holding on deposit as collateral security direct obligations of the

United States of America or obligations unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of public funds under the regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured.

Section 7.5 **Representations and Covenants Concerning Federal Tax-Exempt Status of the Series 2021-A Warrants.**

(a) The County warrants that the interest on the Series 2021-A Warrants is and will continue to be excludable from the gross income of the owners thereof for federal income tax purposes. The County will continually comply with all requirements imposed by the Code as conditions to the exclusion from gross income for federal income tax purposes of the interest on the Series 2021-A Warrants.

(b) The County will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request.

(c) The County will not apply or permit the proceeds of the Series 2021-A Warrants to be applied in a manner that would cause any of them to be deemed "private activity bonds" within the meaning of Section 141 of the Code. There are, and will be, no leases from the County to any person or any other arrangement, express or implied, that would result, in the aggregate, in (i) the use of more than ten percent (10%) of the proceeds of the Series 2021-A Warrants for any "private business use," within the meaning of Section 141(b) of the Code; or (ii) the payment of debt service on more than ten percent (10%) of the proceeds of the Series 2021-A Warrants being directly or indirectly (A) secured by any interest in property used or to be used for any such "private business use" or in payments in respect of such property or (B) derived from payments (whether or not to the County) in respect of property or borrowed money used or to be used for any such "private business use."

(d) The County will not use (directly or indirectly) any of the proceeds of the Series 2021-A Warrants to make or finance loans to persons other than governmental units, as provided in Section 141(c) of the Code.

(e) Except to the extent permitted under Section 149(b)(3) of the Code, (i) payment of principal of or interest on the Series 2021-A Warrants is not directly, indirectly or otherwise guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), and (ii) none of the proceeds of the Series 2021-A Warrants will be used to make loans the payment of principal or interest with respect to which is to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(f) The County covenants that it will restrict the use of the proceeds of the Series 2021-A Warrants in such manner and to such extent, if any, and take or refrain from taking such other actions, all as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Series 2021-A Warrants, so that the Series 2021-A

Warrants will not constitute "arbitrage bonds" within the meaning of Section 148 of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Chairman of the Commission and the County Administrator shall execute and deliver an appropriate certificate of the County (the "Tax Compliance Certificate") with respect to the Series 2021-A Warrants and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions) to the extent necessary to maintain the intended treatment of the Series 2021-A Warrants under the federal income tax law.

(h) The County will make such informational reports as may be required under the Code, and in particular Section 149(e) thereof, with respect to the issuance of the Series 2021-A Warrants.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Authorization of Official Statement. This Commission hereby ratifies and approves the preparation of a Preliminary Official Statement of the County relative to the issuance and sale of the Series 2021 Warrants by appropriate officials of the County, in consultation with bond counsel, the Underwriters and other professional advisers to the County listed on the cover page thereof. That Preliminary Official Statement, in the form thereof presented to this Commission at the meeting at which this Resolution is adopted, which is now on file with the County Administrator in the records of the County, is hereby "deemed final" for purposes and within the meaning of Rule 15c2-12(b)(1) of the Securities and Exchange Commission ("SEC"), and the distribution and use thereof by the Underwriters in the offering and sale of the Series 2021 Warrants are hereby ratified, authorized and approved.

This Commission hereby authorizes and directs such officials of the County, in consultation with such professional advisers and such other parties as may be necessary or desirable, to prepare a final form of Official Statement (the "Official Statement"), to be dated the date of delivery of the Series 2021 Warrants, by making such additions to, modifications of and deletions from the Preliminary Official Statement (including, without limitation, in respect of pricing information and information regarding redemption provisions relative to the Series 2021 Warrants) as shall be appropriate.

The Chairman of the Commission is hereby authorized to execute and deliver, for and in the name and on behalf of the County, the Official Statement with respect to the Series 2021 Warrants, to be in substantially the form of the Preliminary Official Statement hereinabove approved, with such changes and amendments thereto as are not inconsistent with this Resolution and not substantially adverse to the County and as are approved by the Chairman of the Commission on behalf of the County, all of which shall be conclusively evidenced by the Chairman's execution and delivery thereof. Such Official Statement is hereby approved, and the use thereof in the offering and sale of the Series 2021 Warrants is hereby authorized.

Section 8.2 Authorization of Continuing Disclosure Agreement. Upon delivery of the Series 2021 Warrants to the purchaser thereof, the Chairman of the Commission and County Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County a Disclosure Dissemination Agent Agreement in substantially the form presented at the meeting of the Commission at which this Warrant Resolution is adopted, with such changes and additions as the Chairman of the Commission shall deem necessary and appropriate (the "Continuing Disclosure Agreement"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Warrant Resolution, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder or with respect to the Series 2021 Warrants; provided, however, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section 8.2.

Section 8.3 Authorization of Registrar Agreement. Upon the delivery of the Series 2021 Warrants to the purchaser hereof, the Chairman of the Commission and County Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County, the Registrar Agreement in substantially the form presented at the meeting of the Commission at which this Warrant Resolution is adopted, with such changes and additions as the Chairman of the Commission shall deem necessary and appropriate. The Registrar under the Registrar Agreement is authorized and directed to cause the monies held by it thereunder to be invested in the manner specified therein.

Section 8.4 Call for Refunded Warrants; Calls for Redemption; Authorization of Escrow Trust Agreement.

(a) **Calls for Redemption.**

(i) Acting pursuant to the provisions of the resolution of the County adopted October 12, 2010, under and pursuant to which the County issued the Series 2010-A Warrants (the "2010-A Warrant Resolution"), the County does hereby elect to redeem and pay, and does hereby call for redemption and payment, on ________, 2021 (the "Series 2010-A Redemption Date"), the Refunded Series 2010-A Warrants. Regions Bank, Birmingham, Alabama, in its capacity as paying agent for the Refunded Series 2010-A Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Refunded Series 2010-A Warrants in the manner provided in the 2010-A Warrant Resolution, and to take all such other action as shall be necessary or desirable to carry-out the redemption and payment of the Refunded Series 2010-A Warrants as aforesaid.

(ii) Acting pursuant to the provisions of the Indenture under and pursuant to which the Authority issued the Series 2012 PBA Warrants and the Lease Agreement, the County does hereby elect to redeem and pay, and does hereby call for redemption and payment, on ________, 2021 (the "Series 2012 Redemption Date"), the Refunded Series 2012 PBA Warrants. Regions Bank, Birmingham, Alabama, in its capacity as trustee for the Refunded Series 2012 PBA Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Refunded Series 2012 PBA Warrants in the manner provided in the Indenture, and to take all such other action as shall be necessary or desirable to carry-out the redemption and payment of the Refunded Series 2012 PBA Warrants as aforesaid.

(iii) Acting pursuant to the provisions of the Indenture under and pursuant to which the Authority issued the Series 2014 PBA Warrants and the Lease Agreement, the County does hereby elect to redeem and pay, and does hereby call for redemption and payment, on ________, 2021 (the "Series 2014 Redemption Date"), the Refunded Series 2014 PBA Warrants. Regions Bank, Birmingham, Alabama, in its capacity as trustee for the Refunded Series 2014 PBA Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Refunded Series 2014 PBA Warrants in the manner provided in the Indenture, and to take all such other action as shall be necessary or desirable to carry-out the redemption and payment of the Refunded Series 2014 PBA Warrants as aforesaid.

(b) **Certain Deposits to Escrow Fund.** In order to effect the refunding of the Refunded Series 2014 PBA Warrants, there shall be remitted to with Regions Bank, in its capacity as escrow trustee under the Escrow Trust Agreement, proceeds from the Series 2021-B Warrants as set forth in Section 6.2(b) hereof, which such amounts shall be deposited into the Series 2021-B Escrow Fund and used for payment and redemption of the Refunded Series 2014 PBA Warrants on the applicable redemption date as more particularly set forth and described in the Escrow Trust Agreement.

(c) **Escrow Trust Agreement.** Upon the delivery of the Series 2021 Warrants to the purchaser hereof, the Chairman of the Commission and County Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County, the Escrow Trust Agreement in substantially the form presented at the meeting of the Commission at which this Warrant Resolution is adopted, with such changes and additions as the Chairman of the Commission shall deem necessary and appropriate. The Escrow Trustee under the Escrow Trust Agreement is authorized and directed to cause the monies held by it thereunder to be invested in the manner specified therein.

(d) **Other Actions.** The Chairman of the Commission and the County Administrator are each hereby authorized and directed to take or cause to be taken, in the name and behalf of the County, all of the actions required by the provisions of the 2010-A Warrant Resolution, the Series 2012 Indenture, and the Series 2014 Indenture under which the Refunded Warrants were issued to be taken in order to cause to be effectuated and completed the redemption and payment of the Refunded Warrants at the times and on the dates set forth above in this Section 8.4.

Section 8.5 **<u>Sale of the Series 2021 Warrants</u>.** The Series 2021 Warrants are hereby awarded and sold to the underwriters listed on the cover of the official statement referred to in Section 8.1 (the "Underwriters") at the purchase price as approved by the Chairman of the Commission on behalf of the County and memorialized in the Warrant Purchase Agreement entered into between the Chairman of the Commission, in the name of and on behalf of the

County, and Stifel, Nicolaus & Company, Incorporated, as Manager and lead Underwriter for the underwriting group consisting of Stifel, Nicolaus & Company, Incorporated and Liberty Bank and Trust Company (collectively, the "Underwriting Group"). The Commission hereby ratifies all actions taken by the Chairman of the Commission to approve of such terms and execute the Warrant Purchase Agreement on behalf of the County in order to consummate the sale and issuance of the Series 2021 Warrants, as authorized pursuant to the resolution of the Commission dated February 2, 2021.

The County Administrator is authorized and directed to make the necessary arrangements with the Underwriters to establish the date, location, procedure and conditions for the delivery of the Series 2021 Warrants to the Underwriters or its order, and to take all steps necessary to effect due execution and delivery of the Series 2021 Warrants under the terms of this Resolution.

Section 8.6 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2021 Warrants, the delivery of the Official Statement or as contemplated by this Warrant Resolution.

The Chairman of the Commission and County Administrator are authorized and directed to prepare and furnish to the purchaser of the Series 2021 Warrants, when the Series 2021 Warrants are issued, certified copies of all the proceedings and records of the Commission relating to the Series 2021 Warrants, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2021 Warrants as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 8.7 Contractual Provisions. The provisions of this Warrant Resolution shall constitute a contract between the County and the Holders at any time of the Series 2021 Warrants. Upon payment in full of the principal of and interest on the Series 2021 Warrants, the obligations of the County hereunder shall cease with respect thereto.

Section 8.8 Series 2021 Warrants Payable at Par. Each bank at which the Series 2021 Warrants may at any time be payable, by acceptance of its duties as Paying Agent therefor, shall be construed to have agreed thereby with the Holders of the Series 2021 Warrants that all remittances made by it on the Series 2021 Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 8.9 Severability. The provisions of this Warrant Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions of this Resolution.

Section 8.10 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Warrant Resolution are to the extent of such conflict hereby repealed.

Section 8.11 Effective Date. This Resolution shall become effective upon its approval as provided by law.

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ADOPTED this __ day of March, 2021.

____
Chairman of the Montgomery County Commission

ATTEST:

____
County Administrator

(00842126)

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 25, 2021

NEW ISSUE - BOOK ENTRY ONLY

RATINGS: Moody's: Aa1
S&P: AA (stable outlook)
(See "RATING" herein)

In the opinion of Bond Counsel based on existing law, and assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Series 2021-A Warrants (i) will be excluded from gross income for federal income tax purposes if the County complies with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2021-A Warrants in order that interest thereon be and remain excluded from gross income, and (ii) will not be an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is of the opinion that, under existing law, interest on the Series 2021-B Warrants will not be excludable from gross income for federal income tax purposes. Bond Counsel is also of the opinion that, under existing law, interest on the Series 2021 Warrants will be exempt from State of Alabama income taxation. See "TAX MATTERS" herein for further information and certain other federal tax consequences arising with respect to the Series 2021 Warrants.

MONTGOMERY COUNTY, ALABAMA

$11,650,000*
General Obligation Refunding Warrants
Series 2021-A

$15,135,000*
General Obligation Refunding Warrants
(Federally Taxable)
Series 2021-B

Dated: Date of Delivery

Due: As shown on the inside cover

This Official Statement has been prepared in connection with the issuance and sale by Montgomery County, Alabama (the "County") of its $11,650,000* aggregate principal amount General Obligation Refunding Warrants, Series 2021-A (the "Series 2021-A Warrants") and its $15,135,000* aggregate principal amount General Obligation Warrants, Series 2021-B (the "Series 2021-B Warrants" and together with the Series 2021-A Warrants, the "Series 2021 Warrants"). The Series 2021 Warrants are issuable as fully registered warrants and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal and interest payments on the Series 2021 Warrants will be made so long as Cede & Co. is the registered owner of the Series 2021 Warrants. Individual purchases of the Series 2021 Warrants will be made in Book-Entry Only form, and individual purchasers ("Beneficial Owners") of the Series 2021 Warrants will not receive physical delivery of bond certificates.

Interest will be payable on the Series 2021 Warrants each March 1 and September 1, beginning September 1, 2021. So long as DTC or its nominee is the registered owner of the Series 2021 Warrants, disbursement of such payments to DTC is the responsibility of the Paying Agent, disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owner is the responsibility of DTC Participants or Indirect Participants as more fully described herein.

The Series 2021 Warrants will constitute general obligations of the County for the payment of which its full faith and credit are irrevocably pledged.

FOR MATURITIES, AMOUNTS, RATES, YIELDS, AND CUSIP NUMBERS, SEE INSIDE COVER.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2021 Warrants are offered when, as and if issued, subject to approval of validity by Bond Counsel, Gilpin Givhan, PC, Montgomery, Alabama. Certain legal matters will be passed upon for the Underwriters by their counsel Balch & Bingham LLP, Birmingham, Alabama. Certain legal matters will be passed on for the County by its co-counsel, Gallion & Gallion, LLC, Montgomery Alabama and Means Gillis Law, LLC, Montgomery, Alabama. It is expected that the Series 2021 Warrants in definitive form will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about _________, 2021.

STIFEL

Liberty CAPITAL MARKETS

Dated: ________, 2021

*Preliminary, subject to change

MONTGOMERY COUNTY, ALABAMA

$11,650,000*

General Obligation Refunding Warrants
Series 2021-A

Dated: Date of Delivery Due: March 1, as shown below

Serial Warrants

Maturity Date		Principal Amount*	Interest Rate	Yield	CUSIP No.[1]
2021	$	-			
2022					
2023					
2024					
2025					
2026					
2027		4,240,000			
2028		2,500,000			
2029		4,910,000			

Term Warrants

All Series 2021-A Warrants priced to produce the yield indicated.

$15,135,000*

General Obligation Refunding Warrants
(Federally Taxable)
Series 2021-B

Dated: Date of Delivery Due: March 1, as shown below

Serial Warrants

Maturity Date		Principal Amount*	Interest Rate	Yield	CUSIP No.[1]
2021	$	-			
2022		5,020,000			
2023		2,795,000			
2024		3,250,000			
2025		130,000			
2026		2,495,000			
2027		1,445,000			
2028					
2029					

Term Warrants

All Series 2021-B Warrants priced to produce the yield indicated.

[1] CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of the McGraw Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

*Preliminary, subject to change

MONTGOMERY COUNTY COMMISSION

Daniel Harris, Jr. – District 1
Elton N. Dean, Sr. – District 2 (Chair)
Ronda M. Walker – District 3
Isaiah Sankey – District 4
Doug Singleton – District 5 (Vice Chair)

COUNTY ADMINISTRATOR

Florence M. Cauthen

CO-COUNSEL FOR THE COUNTY

Gallion & Gallion, LLC
Montgomery, Alabama

Means Gillis Law, LLC
Montgomery, Alabama

BOND COUNSEL

Gilpin Givhan, PC
Montgomery, Alabama

UNDERWRITERS

Stifel, Nicolaus & Company, Incorporated
Montgomery, Alabama

Liberty Bank
Montgomery, Alabama

UNDERWRITERS' COUNSEL

Balch & Bingham LLP
Birmingham, Alabama

PAYING AGENT

Regions Bank
Birmingham, Alabama

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE COUNTY OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE COUNTY OR ITS SERIES 2021 WARRANTS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE EITHER AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF, THE SERIES 2021 WARRANTS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE COUNTY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION, BY THE UNDERWRITER.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, THEIR RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

The Series 2021 Warrants have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and neither the Securities and Exchange Commission nor any state regulatory agency will pass upon the accuracy, completeness or adequacy of this Official Statement.

This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or holders of any of the Series 2021 Warrants.

All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact.

The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create an implication that there has been no change in the affairs of the County since the date hereof. The delivery of this Official Statement does not imply that the information contained herein is correct on any date subsequent to the date of this Official Statement.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2021 WARRANTS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2021 WARRANTS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE PRICES AND OTHER TERMS OF THE OFFERING AND SALE OF THE SERIES 2021 WARRANTS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS AFTER THE SERIES 2021 WARRANTS ARE RELEASED FOR SALE, AND THE SERIES 2021 WARRANTS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICES, INCLUDING SALES TO DEALERS, WITHOUT PRIOR NOTICE.

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OFFICIAL STATEMENT

MONTGOMERY COUNTY, ALABAMA

$11,650,000*	**$15,135,000***
General Obligation Refunding Warrants Series 2021-A	**General Obligation Refunding Warrants (Federally Taxable) Series 2021-B**

INTRODUCTION

General

This Official Statement is furnished by Montgomery County, Alabama (the "County") in order to provide information for prospective purchasers regarding the issuance of $11,650,000* aggregate principal amount of its General Obligation Refunding Warrants, Series 2021-A (the "Series 2021-A Warrants") and $15,135,000* aggregate principal amount of its General Obligation Refunding Warrants (Federally Taxable), Series 2021-B (the "Series 2021-B Warrants" and together with the Series 2021-A Warrants, the "Series 2021 Warrants"). The Series 2021 Warrants are more particularly described herein under the heading "DESCRIPTION OF THE SERIES 2021 WARRANTS."

The County is a political subdivision of the State of Alabama. The Series 2021 Warrants are being issued by the County under the authority of the Constitution and laws of the State of Alabama, including particularly Section 11-28-2 of the *Code of Alabama* (1975), as amended, and that certain resolution and other proceedings adopted by the County with respect to the Series 2021 Warrants (herein referred to as the "Warrant Resolution").

The Series 2021 Warrants will constitute general obligations of the County for the payment of which its full faith and credit are irrevocably pledged. See "SECURITY AND SOURCE OF PAYMENT" herein.

The Series 2021-A Warrants are being issued for the purposes of (i) redeeming and retiring, on a current basis, the County's outstanding General Obligation Refunding Warrants, Series 2010-A (the "Series 2010-A Warrants"), (ii) redeeming and retiring, on a current basis, the outstanding Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2012 (the "Series 2012 PBA Warrants"), issued by the Montgomery County Public Building Authority (the "Authority"), (iii) paying the costs of certain public capital improvements within the County, and (iv) paying issuance expenses of the Series 2021-A Warrants. See "THE PLAN OF FINANCING" herein.

The Series 2021-B Warrants are being issued for the purposes of (i) redeeming and retiring, on an advance basis, a portion of the Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2014 (the "Series 2014 PBA Warrants") issued by the Authority, and (ii) paying issuance expenses of the Series 2021-B Warrants. See "THE PLAN OF FINANCING" herein.

For information regarding the tax treatment of the Series 2021 Warrants, see "TAX MATTERS."

The Series 2021 Warrants are subject to optional and mandatory redemption at the times and under the circumstances set forth herein. See "DESCRIPTION OF THE SERIES 2021 WARRANTS - Redemption Prior to Maturity." The Series 2021 Warrants are being offered in the denomination of $5,000 or any multiple thereof and may be transferred and exchanged subject to certain terms and conditions set forth herein. See "DESCRIPTION OF THE SERIES 2021 WARRANTS."

The County has covenanted to undertake certain continuing disclosure pursuant to Rule 15c2-12 of the Securities and Exchange Commission. See "CONTINUING DISCLOSURE."

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*Preliminary, subject to change

The information contained in this Official Statement does not purport to be comprehensive or definitive. All references to the Constitution and laws of the State and all summaries of the warrants, contracts, documents, or official acts are qualified by the exact terms of such Constitution, laws, warrants, contracts, documents or acts. So far as any statements are made in this Official Statement involving matters of opinion or projections or estimates, whether or not expressly so stated, they are set forth as such and not as representations of fact, and no representation is made that any such projections or estimates will be realized. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

For further information during the initial offering period with respect to the Series 2021 Warrants, contact Florence M. Cauthen, County Administrator, Montgomery County, P.O. Box 1667, Montgomery, Alabama 36102, telephone number: (334) 832-1210, or Stifel, Nicolaus & Company, Incorporated, 2600 EastChase Lane, Suite 400, Montgomery, Alabama 36117, Telephone Number: (334) 834-5100, Attention: Mike Dunn.

The County has furnished all information in this Official Statement relating to the County and has obtained all other information from sources that are considered reliable and are customarily relied upon in the preparation of similar materials.

Changes to the Preliminary Official Statement

This Preliminary Official Statement and the information herein is subject to change, completion, and amendment. A definitive Official Statement will be made available prior to the delivery of the Series 2021 Warrants.

For purposes of this Preliminary Official Statement, selling compensation, delivery dates, and certain other information dependent on pricing of the Series 2021 Warrants have been omitted. Further, for purposes of this Preliminary Official Statement, offering prices, interest rates, aggregate principal amount, principal amount per maturity, and certain other information dependent on pricing of the Series 2021 Warrants have been estimated. Actual information dependent on pricing will be established after pricing of the Series 2021 Warrants and will be reflected in the final Official Statement. Such actual information will vary from the estimates.

Investors should check under the heading "INTRODUCTION-Changes to the Preliminary Official Statement" in the final Official Statement for guidance regarding information dependent on pricing of the Series 2021 Warrants and for guidance regarding other information that is changed between the date of this Preliminary Official Statement and the date of the final Official Statement.

GLOSSARY OF TERMS USED IN OFFICIAL STATEMENT

Certain capitalized terms used frequently in this Official Statement are defined in this section of the Official Statement.

"**Authority**" means The Montgomery County Public Building Authority, a public corporation organized under the laws of the State of Alabama.

"**County**" means Montgomery County, a political subdivision of the State of Alabama.

"**Federal Securities**" means direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

"**Internal Revenue Code**" means whichever of the following shall be applicable in the context: the Internal Revenue Code of 1986, as amended, the Internal Revenue Code of 1954, as amended, and the transition rules of related legislation.

"**Paying Agent**" means Regions Bank, Birmingham, Alabama, which is the paying agent and registrar for the Series 2021 Warrants.

"**Record Date**" means the 15th day next preceding any interest payment date.

"**Series 2021 Warrants**" or **"Warrants"** means collectively, the Series 2021-A Warrants and 2021-B Warrants.

"**Series 2021-A Warrants**" means the County's $11,650,000* General Obligation Refunding Warrants, Series 2021-A.

"**Series 2021-B Warrants**" means the County's $15,135,000* General Obligation Refunding Warrants (Federally Taxable), Series 2021-B.

"**Warrant Resolution**" means the resolution adopted by the governing body of the County authorizing the issuance of the Series 2021 Warrants.

DESCRIPTION OF THE SERIES 2021 WARRANTS

General Provisions

The Series 2021 Warrants will be dated the date of their delivery, will be registered as to both principal and interest and will be issuable in the denominations of $5,000 or any integral multiple thereof. The Series 2021 Warrants of each series will bear interest at the rates, and will mature in the amounts and on the dates set forth on the inside cover page of this Official Statement.

Method and Place of Payment

The Series 2021 Warrants will be issued in book-entry only form, as described herein under "DESCRIPTION OF THE SERIES 2021 WARRANTS - Book-Entry Only System," and the method and place of payment will be as provided in the book-entry only system for so long as such system is in effect with respect to the Series 2021 Warrants. Interest on the Series 2021 Warrants (computed on the basis of a 360-day year of 12 consecutive 30-day months) is payable semiannually on each March 1 and September 1, commencing September 1, 2021, at the address shown on the registry books of Regions Bank, Birmingham, Alabama (the "Paying Agent"), pertaining to the Series 2021 Warrants as of the close of business on the 15th day next preceding any interest payment date (each such date, a "Record Date").

Any principal or interest with respect to any Series 2021 Warrant that becomes due on a day other than a business day shall be payable on the next succeeding business day and no interest shall accrue in the interim.

Overdue interest will not be payable to the holder of the Series 2021 Warrants solely by reason of such holder having been the holder on the Record Date immediately preceding the interest payment date on which such interest became due and payable, but the Paying Agent will fix an overdue interest payment date for payment of such overdue interest not less than ten (10) days following receipt by the Paying Agent of immediately available funds in an amount sufficient to enable the Paying Agent to pay all overdue interest. Such overdue interest payment date fixed by the Paying Agent will be a date not more than twenty (20) days following the expiration of such period, and overdue interest will be paid to the persons in whose names the Series 2021 Warrants were registered on the overdue interest payment date.

Reference is made to the provisions of the Warrant Resolution in full for its provisions pertaining to the negotiation, transfer and exchange of the Series 2021 Warrants and the method of payment of the principal of and interest thereon.

Redemption Prior to Maturity

Series 2021-A Warrants

Mandatory Redemption. The Series 2021-A Warrants having a stated maturity on _________ 1, 20___ (the "20___ Term Warrants"), will be subject to mandatory redemption prior to maturity at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in the principal amount and on the dates set forth below:

________ 1 of the Year	Principal Amount
____	$_______
____	$_______
____ (final maturity)	$_______

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to the 20__ Term Warrants, the Registrar shall proceed to select for redemption, by lot, such 20__ Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such 20__ Term Warrants or portions thereof for redemption on such mandatory redemption date. The County may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the principal amount of 20___ Term Warrants scheduled for redemption on such date: (i) the principal amount of 20__ Term Warrants delivered by the County to the Registrar for cancellation and not previously claimed as a credit; and (ii) the principal amount of 20___ Term Warrants previously redeemed (other than 20__ Term Warrants redeemed pursuant to this mandatory redemption requirement) and not previously claimed as a credit.

Series 2021-B Warrants

Mandatory Redemption. The Series 2021-B Warrants having a stated maturity on _________ 1, 20___ (the "20___ Term Warrants"), will be subject to mandatory redemption prior to maturity at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in the principal amount and on the dates set forth below:

________ 1 of the Year	Principal Amount
____	$_______
____	$_______
____ (final maturity)	$_______

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to the 20__ Term Warrants, the Registrar shall proceed to select for redemption, by lot, such 20__ Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such 20__ Term Warrants or portions thereof for redemption on such mandatory redemption date. The County may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the principal amount of 20__ Term Warrants scheduled for redemption on such date: (i) the principal amount of 20__ Term Warrants delivered by the County to the Registrar for cancellation and not previously claimed as a credit; and (ii) the principal amount of 20__ Term Warrants previously redeemed (other than 20__ Term Warrants redeemed pursuant to this mandatory redemption requirement) and not previously claimed as a credit.

Notice of Redemption of Series 2021 Warrants

Any notice of a call for redemption will be given by registered or certified mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the date fixed for redemption, to each registered owner of Series 2021 Warrants (or portion thereof) to be redeemed at his address appearing in the warrant register maintained by the Paying Agent.

For so long as DTC or its nominee is the registered owner of any Series 2021 Warrant to be redeemed, notice of redemption will be given to DTC or its nominee as the registered owner of such Series 2021 Warrant. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Series 2021 Warrant to be redeemed shall not affect the validity of the redemption of such Series 2021 Warrant. See "DESCRIPTION OF THE SERIES 2021 WARRANTS - Book-Entry Only System" herein.

Partial Redemption of Series 2021 Warrants

If less than all Series 2021 Warrants of a series outstanding are to be redeemed, the particular maturities of the Series 2021 Warrants of such series to be optionally redeemed will be specified by the County; provided, however, that (i) the principal amount of Series 2021 Warrants of each series and maturity to be redeemed must be a multiple of the smallest authorized denomination of the Series 2021 Warrants and (ii) if less than all the Series 2021 Warrants with the same series and stated maturity (and bearing interest at the same rate) are to be redeemed, the Series 2021 Warrants of such series and maturity to be redeemed will be selected by lot by the Paying Agent.

Series 2021 Warrants Payable on Redemption Date; Cease Bearing Interest

Notice of redemption having been given as aforesaid, the Series 2021 Warrants to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Series 2021 Warrants will cease to bear interest. Installments of interest due prior to the redemption date will be paid to the registered holders of the Series 2021 Warrants on the relevant Record Dates.

Book-Entry Only System

The information in this section concerning The Depository Trust Company ("DTC") and DTC's book-entry only system has been obtained from sources the County and the Underwriters believe to be reliable, but neither the County nor the Underwriters take responsibility for the accuracy or completeness thereof. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Series 2021 Warrants will be issued as fully-registered warrants in the name of Cede & Co., as nominee of DTC, as registered owner of the Series 2021 Warrants. Purchasers of such Series 2021 Warrants will not receive physical delivery of warrant certificates. For purposes of this Official Statement, so long as all of the Series 2021 Warrants of a series are in the custody of DTC, references to warrantholders, holders or owners shall mean DTC or its nominee.

DTC will act as securities depository for the Series 2021 Warrants. The Series 2021 Warrants will be issued as fully-registered securities in the name of Cede & Co., DTC's partnership nominee ("Cede") or such other nominee as may be requested by an authorized representative of DTC. One fully-registered Warrant certificate will be issued for each maturity of each series of the Series 2021 Warrants, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and Non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2021 Warrants, in the denomination of $5,000 principal amount or any integral multiple of $5,000 in excess thereof, under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Warrants on DTC's records. The ownership interest of each actual purchaser of each Series 2021 Warrant ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are expected, however, to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Warrants are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021 Warrants, except in the event that use of the book-entry only system for the Series 2021 Warrants is discontinued.

To facilitate subsequent transfers, all Series 2021 Warrants deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede, or such other nominee as may be requested by an authorized representative of DTC. The deposit of Series 2021 Warrants with DTC and their registration in the name of Cede or such other DTC nominee does not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Warrants; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Warrants are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 Warrants may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 Warrants, such as redemptions, defaults, and proposed amendments to the Warrant documents. For example, Beneficial Owners of Series 2021 Warrants may wish to ascertain that the nominee holding the Series 2021 Warrants for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2021 Warrants of a series and maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2021 Warrants to be redeemed.

Neither DTC nor Cede (nor any other DTC nominee) will consent or vote with respect to Series 2021 Warrants unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the Record Date. The Omnibus Proxy assigns Cede's consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Warrants are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the Series 2021 Warrants will be made by the Paying Agent to Cede or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County or Paying Agent, on a payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest to Cede (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NEITHER THE COUNTY, THE UNDERWRITERS, NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS, OR TO THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2021 WARRANTS, OR TO ANY BENEFICIAL

OWNER IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT, THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2021 WARRANTS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO WARRANTHOLDERS UNDER THE WARRANT RESOLUTION, THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF ANY REDEMPTION WITH RESPECT TO LESS THAN ALL OF THE SERIES 2021 WARRANTS, OR ANY OTHER ACTION TAKEN BY DTC AS REGISTERED WARRANTHOLDER.

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Warrants at any time by giving reasonable notice to the County and the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, warrant certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, warrant certificates will be printed and delivered to DTC.

Authority for Issuance

The Series 2021 Warrants are being issued under the authority of the Constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11 of the *Code of Alabama* (1975).

SECURITY AND SOURCE OF PAYMENT

General

The Series 2021 Warrants will be general obligations of the County, for the payment of which the full faith and credit of the County will be irrevocably pledged. Revenues available to the County for payment of debt service on the Series 2021 Warrants include ad valorem taxes, sales and business license taxes and other general fund revenues. **None of such legally available revenues are, however, specially pledged for payment of debt service on the Series 2021 Warrants. Information describing certain taxes and other revenues of the County is set forth in the Official Statement under the caption "FINANCIAL SYSTEM - Description of Major Sources of General Fund Revenues" in Appendix A.**

Provisions for Payment

The Series 2021 Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid if there shall have been deposited with the Paying Agent cash and/or Federal Securities which (assuming due and punctual payment of the principal of and interest on such Federal Securities) will provide money sufficient to pay when due the debt service due and to become due on such Series 2021 Warrants on and prior to the redemption date or maturity date thereof, as the case may be. At such time as the Series 2021 Warrants shall be deemed paid as aforesaid, they shall no longer be secured by or entitled to the benefits of the Warrant Resolution, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as provided in the Warrant Resolution.

Remedies

The County Administrator of the County is, under existing law, subject to mandamus in the event that the County Administrator has money available for payment of debt service on the Series 2021 Warrants and does not apply such money as and to the extent provided in the Warrant Resolution. Rights of the holders of the Series 2021 Warrants and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity, including the law-imposed requirement that the County may first use its taxes and other revenues to pay the expenses of providing necessary governmental services before paying debt service on the Series 2021 Warrants.

Limited Taxing Authority

Governing bodies of counties in the State of Alabama generally have no authority to raise taxes without first having a bill passed by the state legislature authorizing the levy of a new tax or the increase in an existing tax, and the legislature has no legal obligation to grant a county commission the authority to levy a new tax or increase the rate of an existing tax even if the county is facing financial difficulties. Additionally, with respect to ad valorem taxes, no increase may be authorized even with the approval of the state legislature unless the qualified voters in the county also approve the levy of the proposed ad valorem tax.

The United States Bankruptcy Code

Chapter 9 of the United States Bankruptcy Code permits municipal corporations, political subdivisions and public agencies or instrumentalities, including the County, that are insolvent or unable to meet their debts to file petitions for relief in the federal bankruptcy courts if authorized by state law. Existing Alabama statutes presently authorize the County and other political subdivisions in Alabama to file such petitions for relief.

Bankruptcy proceedings by the County could have adverse effects on holders of the Series 2021 Warrants, including (i) delay in the enforcement of their remedies, (ii) subordination of their claims to the claims of those supplying goods and services to the County after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (iii) imposition without their consent of a reorganization plan reducing or delaying payment on the Series 2021 Warrants. Such a reorganization plan, when confirmed by the bankruptcy court, binds all creditors who had timely notice or actual knowledge of the petition or plan and discharges all claims against the petitioning political subdivision provided for in the plan. No plan may, however, be confirmed by the court unless, among other conditions, either the plan has been accepted in writing by 2/3 in amount and more than 50% in number of the allowed claims of each class which is impaired by the plan, or the court finds that the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims that is impaired under, and has not accepted, the plan.

THE PLAN OF FINANCING

Capital Improvements

A portion of the proceeds of the Series 2021-A Warrants shall be used to pay the costs of public capital improvements within the County (collectively, the "Capital Improvements"). Proceeds from the Series 2021-A Warrants to pay the costs of the Capital Improvements shall be deposited into a special fund or account of the County to be used for such purpose (the "Series 2021-A Capital Improvements Fund").

Refunding Plan

Series 2021-A Warrants. Proceeds from the issuance of the Series 2021-A Warrants, less such amount as shall be used to pay for the Capital Improvements and the costs of issuance of the Series 2021-A Warrants, will be used and applied to redeem and retire, on a current basis, (i) the County's outstanding Series 2010-A Warrants (the "Refunded Series 2010-A Warrants"), and (ii) the outstanding Series 2012 PBA Warrants (the "Refunded Series 2012 PBA Warrants"). Proceeds from the sale of the Series 2021-A Warrants to be used for such purposes shall be remitted and transferred to the Paying Agent for the redemption and payment of the Refunded Series 2010-A Warrants and the Refunded Series 2012 PBA Warrants.

Series 2021-B Warrants. Proceeds from the issuance of the Series 2021-B Warrants, less such amount as shall be used to pay the costs of issuance of the Series 2021-B Warrants, will be used and applied to redeem and retire, on an advance basis, (i) those of the outstanding Series 2014 PBA Warrants maturing or subject to mandatory redemption on _________, ______ through ________, ______ (the "Refunded Series 2014 PBA Warrants"). Proceeds from the sale of the Series 2021-B Warrants to be used for such purposes shall be remitted and transferred to the Escrow Agent (defined below) for the redemption and payment of the Refunded Series 2014 PBA Warrants as more particularly described below.

Escrow for Refunding. Contemporaneously with the issuance of the Series 2021-B Warrants, the County will enter an agreement dated the date of the Series 2021-B Warrants (the "Escrow Trust Agreement") with Regions Bank, an Alabama banking corporation (in such capacity, the "Escrow Agent") in which a special fund shall be created therein (the "Escrow Fund") for the payment and redemption of the Refunded Series 2014 PBA Warrants. Amounts on deposit in the Escrow Fund from the sale of the Series 2021-B Warrants, together with interest earnings thereon, shall be used and applied by the Escrow Agent for payment of maturing installments of principal of and interest on the Refunded 2014 PBA Warrants through and including ________ 1, 20__, and to pay, on ________ 1, 20__, the redemption price of the remaining Refunded 2014 PBA Warrants on such date.

Verification Agent. The adequacy of the cash and maturing principal and interest earned on the direct obligations of the United States of America or other securities to be put on deposit in the Escrow Fund for the redemption and payment of the Refunded 2014 PBA Warrants will be verified by _______________, __________, Alabama.

SOURCES AND USES OF FUNDS

The following tables set forth the expected sources and uses of funds in connection with the issuance of the Series 2021-A Warrants:

Sources:	
Par amount of the Series 2021-A Warrants	$
TOTAL SOURCES	$
Uses:	
Refunding of Refunded Series 2010-A Warrants and Refunded 2012 _____ PBA Warrants	$
Deposit to Series 2021-A Capital Improvement Funds	$
Costs of Issuance***	$
TOTAL USES	

*** Includes fees and expenses of bond counsel, underwriters' counsel, underwriters' discount, paying agent, ratings, and printing and other miscellaneous costs.

The following tables set forth the sources and uses of funds in connection with the issuance of the Series 2020-B Warrants:

Sources:	
Par amount of the Series 2021-B Warrants	$
TOTAL SOURCES	$
Uses:	
Refunding of the Refunded Series 2014 PBA Warrants	$
Costs of Issuance***	$
TOTAL USES	

*** Includes fees and expenses of bond counsel, underwriters' counsel, underwriters' discount, paying agent, ratings, and printing and other miscellaneous costs.

DEBT SERVICE REQUIREMENTS ON THE SERIES 2021 WARRANTS

The following table contains debt service requirements on the Series 2021 Warrants:

Fiscal Year Ending September 30	Series 2021-A Principal*	Series 2021-A Interest*	Series 2021-B Principal*	Series 2021-B Interest*	Aggregate Debt Service*
2021	$ -	$ 266,979	$ -	$ 53,443	$ 320,422
2022		582,500	5,020,000	106,061	5,708,561
2023		582,500	2,795,000	88,252	3,465,752
2024		582,500	3,250,000	69,122	3,901,622
2025		582,500	130,000	56,441	768,941
2026		582,500	2,495,000	40,527	3,118,027
2027	4,240,000	476,500	1,445,000	12,716	6,174,216
2028	2,500,000	308,000			2,808,000
2029	4,910,000	122,750			5,032,750
TOTAL	$ 11,650,000	$ 4,086,729	$ 15,135,000	$ 426,560	$ 31,298,289

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*Preliminary, subject to change

ECONOMIC, DEMOGRAPHIC AND FINANCIAL INFORMATION ON THE COUNTY

Certain economic, demographic and financial factors respecting the County are presented in this Official Statement as "Appendix A–Certain Information Regarding Montgomery County, Alabama."

LITIGATION RELATING TO THE SERIES 2021 WARRANTS

There is no litigation pending or, to the knowledge of the County, threatened questioning the validity of the Series 2021 Warrants, the proceedings under which they are to be issued, the security for the Series 2021 Warrants provided by the Warrant Resolution, the consummation of the transactions contemplated by the Warrant Resolution, the organization of the County, or the election or qualification of the County's officers. For certain additional information concerning litigation relating to the County, see Appendix A.

RISK FACTORS

General

An investment in the Series 2021 Warrants involves certain risks which should be carefully considered by investors. Prospective investors should carefully examine this Official Statement and their own financial condition in order to make a judgment as to their ability to bear the economic risk of such an investment and whether or not the Series 2021 Warrants are an appropriate investment for them. The sufficiency of revenues to pay debt service on the Series 2021 Warrants may be affected by events and conditions relating to, among other things, legislation, population and employment trends and economic conditions in the County, and the issuance of additional general obligation indebtedness or other indebtedness secured by a specific pledge of taxes, the nature and extent of which are not presently determinable. There can be no assurance that the general funds of the County will be adequate to pay the principal of and interest on the Series 2021 Warrants as they mature and come due.

Holders of the Series 2021 Warrants should be aware that their rights and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases, including the law-imposed obligation that the County must first use its taxes and other revenues to pay necessary and legitimate governmental expenses before paying debt service on the Series 2021 Warrants. See "SECURITY AND SOURCE OF PAYMENT" herein. No mortgage, lien or security interest is granted in any property or assets of the County, nor in any funds held or to be held under the Warrant Resolution.

There is no limitation contained in the Warrant Ordinance to prevent the County from issuing additional general obligation indebtedness payable from the revenues of the County for which the full faith and credit of the County are irrevocably pledged, nor is there any limitation in the Warrant Resolution to prevent the County from issuing indebtedness payable from a specific pledge of taxes or revenues.

Limited Taxing Authority

Information describing the limited taxing authority of the County is set forth in this Official Statement under the caption "SECURITY AND SOURCE OF PAYMENT."

The United States Bankruptcy Code

Information describing the applicability of the United States Bankruptcy Code to the County and the Series 2021 Warrants is set forth in this Official Statement under the caption "SECURITY AND SOURCE OF PAYMENT."

COVID-19 and Future Pandemic Events

See "APPENDIX A - COVID-19 IMPACT" for a discussion of certain risks facing the County as a result of the COVID-19 pandemic. The County could be also adversely affected by future pandemic events.

LEGAL MATTERS

The legality and validity of the Series 2021 Warrants will be approved by Gilpin Givhan, PC, Montgomery, Alabama. Certain legal matters will be passed upon for the County by its co-counsel, Gallion & Gallion, LLC, Montgomery, Alabama and Means Gillis Law, LLC, Montgomery, Alabama. Bond Counsel has been employed primarily for the purpose of preparing certain legal documents and supporting certificates, reviewing the transcript of proceedings by which the Series 2021 Warrants have been authorized to be issued, and rendering an opinion in conventional form as to the validity and legality of the Series 2021 Warrants and the exemption of interest thereon from federal and State of Alabama income taxes. It is anticipated that Bond Counsel will render opinions substantially in the forms attached hereto as Appendix C and Appendix D with respect to the Series 2021 Warrants.

The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Warrants express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The Series 2021-A Warrants

General. In the opinion of Bond Counsel, under existing law, assuming continuing compliance by the County with certain conditions imposed under the Internal Revenue Code, the interest on the Series 2021-A Warrants will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Internal Revenue Code, and interest on the Series 2021-B Warrants will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Internal Revenue Code. In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the County and others in connection with the Series 2021-A Warrants, and Bond Counsel has assumed compliance with certain ongoing covenants to comply with applicable requirements of the Internal Revenue Code to assure the exclusion of interest on the Series 2021-A Warrants from gross income under Section 103(a) of the Internal Revenue Code.

Bond Counsel is also of the opinion that, under existing law, interest on the Series 2021-A Warrants will be exempt from State of Alabama income taxation.

Bond Counsel will express no opinion regarding other federal tax consequences arising with regard to the Series 2021-A Warrants other than the opinions referred to in the two preceding paragraphs. The form of Bond Counsel's opinion is expected to be substantially as set forth in Appendix C to this Official Statement.

Certain Collateral Federal Tax Consequences. The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2021-A Warrants. It does not purport to deal with all aspects of federal taxation that may be relevant to a particular owner of a Series 2021-A Warrant. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2021-A Warrants.

Prospective owners of the Series 2021-A Warrants should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is not included in gross income for federal income tax purposes. Interest on the Series 2021-A Warrants may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Internal Revenue Code.

No Bank Qualification. Any financial institution purchasing any of the Series 2021-A Warrants should note that such obligations have not been designated as "qualified tax-exempt obligations" under Section 265(b) of the Internal Revenue Code with respect to the deduction of interest costs attributable to carrying or purchasing the Series 2021-A Warrants.

Post Issuance Compliance. The tax-exempt status of the Series 2021-A Warrants could be affected by post-issuance events. Various requirements of the Internal Revenue Code must be observed or satisfied after the issuance of the Series 2021-A Warrants in order for such interest to remain excludable from gross income of the holders thereof. These requirements include restrictions on use of the proceeds of the Series 2021-A Warrants, use of the facilities financed by the Series 2021-A Warrants, investment of proceeds of the Series 2021-A Warrants, and the rebate of so-called excess arbitrage earnings. The County is primarily responsible for such compliance, and a failure to comply could result in the inclusion of interest on the Series 2021-A Warrants in gross income retroactive to the date of issuance of the Series 2021-A Warrants.

Likewise, the Internal Revenue Service (the "IRS") conducts an audit program to examine compliance with the requirements applicable to tax-exempt obligations. If the Series 2021-A Warrants become the subject of an audit, under current IRS procedures, the County would be treated as the taxpayer in the initial stages of an audit, and the owners of the Series 2021-A Warrants would have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2021-A Warrants could adversely affect the market value and liquidity of the Series 2021-A Warrants, even though no final determination about the tax-exempt status would have been made. If an audit were to result in a final determination that the Series 2021-A Warrants do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2021-A Warrants.

Future Legislation. Current and future legislative proposals, if enacted into law, may cause interest on the Series 2021-A Warrants to be subject, directly or indirectly, to federal income taxation or otherwise prevent beneficial owners of the Series 2021-A Warrants from realizing the full benefit of the current tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for, or marketability of, the Series 2021-A Warrants. Neither the Series 2021-A Warrants nor the Warrant Ordinance contain any provision for an increase in the rate of interest applicable to the Series 2021-A Warrants or for the mandatory redemption of the Series 2021-A Warrants, in the event the interest thereon should become includable in gross income for federal income taxation after their date of issuance. Prospective purchasers of the Series 2021-A Warrants should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Original Issue Discount. The initial public offering price to be paid for certain Series 2021-A Warrants (the "Original Issue Discount Obligations") is less than the principal amount thereof. Under existing law, and subject to the conditions and exceptions above, the difference between (i) the amount payable at the maturity of each Original Issue Discount Obligation, and (ii) the initial offering price to the public of such Original Issue Discount Obligation constitutes original issue discount with respect to such Original Issue Discount Obligation in the hands of any owner who has purchased such Original Issue Discount Obligation in the initial public offering of the Series 2021-A Warrants. Such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Internal Revenue Code) an amount of income with respect to such Original Issue Discount Obligation equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Obligation continues to be owned by such owner. See "TAX MATTERS" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Obligation prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Obligation in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Obligation was held by such initial owner) is includable in gross income.

Original Issue Premium. The excess of the purchase price over the stated redemption price at maturity of certain Series 2021-A Warrants (the "Premium Warrants"), constitutes premium thereon. For federal income tax purposes, a purchaser of a Premium Warrant must amortize any premium ratably over the term thereof using constant yield principles, based on the purchaser’s yield to maturity. As such premium is so amortized, the purchaser’s basis in a Premium Warrant is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon the sale or disposition thereof prior to maturity. However, no federal income tax deduction for such reduction in basis is allowed. A holder who purchases any Premium Warrant at a premium, whether at the time of initial issuance or subsequent thereto, should consult with the holder’s tax advisor with respect to the federal, state or local tax consequences of the ownership of Premium Warrants.

The Series 2021-B Warrants

In the opinion of Bond Counsel, under existing law, interest on the Series 2021-B Warrants will not be excludable from gross income for federal income tax purposes. In the opinion of Bond Counsel, under existing law, interest on the Series 2021-B Warrants will be exempt from State of Alabama income taxation.

Except as expressly stated above, Bond Counsel expresses no opinion regarding any other federal or state tax consequences of acquiring, carrying, owning, or disposing of the Series 2021-B Warrants. The form of Bond Counsel's opinion is expected to be substantially as set forth in Appendix D to this Official Statement.

UNDERWRITING

The Series 2021 Warrants are being purchased from the County by Stifel, Nicolaus & Company, Incorporated and Liberty Bank (collectively, the "Underwriters").

The Underwriters have agreed, subject to certain customary conditions precedent to closing, to purchase the Series 2021-A Warrants from the County at a price of $_____________ which reflects the initial principal amount of the Series 2021-A Warrants, plus [less] and original issue premium [discount] of $___________ less an underwriting discount of $___________. The Underwriters may offer and sell the Series 2021-A Warrants to certain dealers (including dealers depositing the Series 2021-A Warrants in investment trusts) and others at prices lower than the public offering prices corresponding to the yields set forth on the inside cover page, and the Underwriters may change such public offering prices from time to time.

The Underwriters have agreed, subject to certain customary conditions precedent to closing, to purchase the Series 2021-B Warrants from the County at a price of $___________, which reflects the initial principal amount of the Series 2021-B Warrants, less an underwriting discount of $___________. The Underwriters may offer and sell the Series 2021-B Warrants to certain dealers (including dealers depositing the Series 2021-B Warrants in investment trusts) and others at prices lower than the public offering prices corresponding to the yields set forth on the inside cover page, and the Underwriters may change such public offering prices from time to time.

The obligation of the Underwriters to purchase the Series 2021 Warrants is subject to the terms of a Warrant Purchase Agreement entered into by the Underwriters and the County.

CONTINUING DISCLOSURE

General

In order to assist the Underwriters of the Series 2021 Warrants in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), on or before the issuance of the Series 2021 Warrants, the County will enter into a Disclosure Dissemination Agent Agreement (the "Disclosure Agreement") with Digital Assurance Certification, L.L.C. ("DAC"), pursuant to which it will covenant for the benefit of the beneficial owners of the Series 2021 Warrants to provide annually certain financial information and operating data relating to the County for the preceding fiscal year (the "Annual Report") and to provide notices of the occurrence of certain enumerated events in compliance with the Rule. The Annual Report and event notices will be filed with the Electronic Municipal Market Access system ("EMMA") established by the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report or the notices of events and other provisions of the Disclosure Agreement are set forth in the form of the Disclosure Agreement attached as Appendix E hereto. A failure by the County to comply with the Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2021 Warrants in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2021 Warrants and their market price

Compliance with Prior Undertakings

With respect to fiscal years ended September 30, 2015 through 2019, the County filed its unaudited Annual Financial Information with EMMA prior to the due date each year, as required by the County's previous continuing disclosure undertakings entered into pursuant to the Rule. The County, like all counties in Alabama, is required by law to be audited annually by the Alabama Department of Examiners of Public Accounts (the "Public Examiners"). The Public Examiners normally complete the County's annual audit within 12-14 months after the completion of the County's fiscal year. Within the last five years, audit and operating data filings to certain bond issues or individual CUSIP maturities were not filed since they were no longer outstanding when the audit, including certain operating data, became available.

Engagement of Disclosure Dissemination Agent

The County has entered into a Disclosure Agreement with DAC as its Disclosure Dissemination Agent for the purpose of assisting it with the above-described filings an ensuring ongoing compliance with its continuing disclosure filing requirements. DAC provides its clients with automated filing of rating events, templates consolidating all outstanding filing requirements that accompany reminder notices of annual mandatory filings, review of all template filings by professional accountants, as well as a time and date stamp record of each filing along with the unique ID from EMMA accompanying the copy of the actual document filed. DAC also offers its clients a series of training webinars each year qualified for 15-20 NASBA certified CPE credits, as well as model secondary market compliance policies and procedures.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, and Moody's Investors Service, Inc. (the "Rating Agencies") have assigned ratings of AA (stable outlook) and Aa1, respectively, to the Series 2021 Warrants as indicated on the cover page. Any further explanation of the significance of such ratings may be obtained only from the appropriate Rating Agency. There is no assurance that the ratings assigned to the Series 2021 Warrants will continue for any given period of time or that such ratings will not be revised or withdrawn entirely, if in the judgment of such rating agency, circumstances should warrant such action. A downward revision or withdrawal of the ratings assigned to the Series 2021 Warrants may have an adverse effect on the market price of the Series 2021 Warrants. The County has not undertaken any responsibility after the issuance of the Series 2021 Warrants to assure maintenance of the ratings or to oppose any such revision or withdrawal.

INDEPENDENT AUDITORS

The financial statements of the County included in Appendix B to this Official Statement have been audited by the Alabama Department of Examiners of Public Accounts, Montgomery, Alabama, independent certified public accountants, as stated in their report appearing herein as Appendix B to this Official Statement. Such financial statements speak only as of September 30, 2019 and have been included as a matter of public record. The Alabama Department of Examiners of Public Accounts (i) has not been engaged to perform, and has not performed, any procedures with respect to such financial statements since the date of its report on such financial statements and (ii) has not performed any procedures relating to this Official Statement. The permission of the Alabama Department of Examiners of Public Accounts for the use herein of its report on such financial statements has not been sought.

APPENDICES

The Appendices to this Official Statement contain the forms the bond counsel opinions, the Disclosure Agreements, and certain economic, demographic and financial information with respect to the County. Such Appendices are an integral part of this Official Statement and should be read in their entirety.

CERTIFICATE

This Official Statement has been approved by the governing body of the County.

MONTGOMERY COUNTY

By: *_/s/ Elton N. Dean, Sr._*
Chairman of Montgomery County Commission

APPENDIX A

Certain Information Regarding Montgomery County, Alabama

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THE COUNTY

Governance and Administration

The County is governed by the Montgomery County Commission (the "County Commission") comprised of five (5) members. All members are elected from single-member districts in the County. The current members of the Montgomery County Commission and the expiration of their current term of office are as follows:

Name of Member	Date of Expiration of Current Term
Daniel Harris, Jr., District 1	November 2024
Elton N. Dean, Sr., District 2 (Chair)	November 2024
Ronda M. Walker, District 3	November 2024
Isaiah Sankey, District 4	November 2024
Doug Singleton, District 5 (Vice Chair)	November 2024

Elton N. Dean, Sr. currently serves as the Chairman of the County Commission. Florence M. Cauthen is the County Administrator.

Services, Departments and Agencies

The County's current-year budget authorizes the employment of 833 full-time and 90 part-time/supplementary employees in its various departments or agencies, which include the following:

Sheriff Department. 1 full-time elected official; 185 full time employees; 23 part time employees.

District Attorney. 1 part-time elected official; 34 full-time employees; 1 part-time employee.

Law Library. 1 full-time employee; 1 part-time employee.

Judicial. 12 supernumerary judges.

Court Reporters. 9 supplementary employees.

Circuit Clerk. 2 supplementary employees.

County Jail. 225 full-time employees.

Community Corrections. 11 full-time employees.

Youth Facility. 73 full-time employees, 9 part-time employees.

Probate Court. 1 full-time elected official; 62 full-time employees; 13 part-time employees.

Support Services (Maintenance). 24 full-time employees; 1 part-time employee.

Revenue Commissioner. 1 full-time elected official; 2 supernumerary officials; 15 full-time clerks.

Tax & Audit. 10 full-time employees.

County Commission: 6 part-time elected officials; 21 full-time employees; 3 part-time employees.

Personnel. 9 full-time employees.

Board of Registrars. 3 part-time appointed officials; 3 full-time employees.

Board of Equalization. 3 part-time appointed officials.

Engineering (Road) Department. 120 full-time employees.

Appraisal Department: 22 full-time employees; 1 part-time employee.

Information System. 12 full-time employees.

Purchasing Department. 3 full time employees.

Additionally, there are several independent public corporations or agencies established by the County (or together with other governmental entities) that have responsibility for providing governmental services. Each of these corporations or agencies has its own governing body, all or a majority of the members of which are appointed by the County Commission. The County has no responsibility for payment of expenses or other obligations of these corporations or agencies and has no right to their revenues.

The following table lists the governmental services provided by the County, other levels of government or independently appointed or elected agencies.

Governmental Services
Provided by the County and Others

	Cities	County	State
Police protection[1]	Principal	Shared	Shared
Fire protection	Principal		Shared
Solid waste disposal	Principal		Shared
Water service[2]	Principal		Shared
Sanitary sewer service	Exclusive		
Courts[3]	Shared	Shared	Principal
Road construction[4]	Shared	Shared	Principal
Education[5]	Shared	Principal	Shared
Health	Shared	Principal	Shared
Recreation	Principal	Shared	
Juvenile Department	Shared	Shared	Principal

(1) The City of Montgomery, the County and the State have co-extensive law enforcement jurisdiction.
(2) The Water Works and Sanitary Sewer Board of the City of Montgomery provide water to the County.
(3) The County operates a probate court, a limited jurisdiction court which is a component of the Unified Judicial System of the State.
(4) The County builds and maintains roads that are not municipal roads or state or federal highways.
(5) The Montgomery County Board of Education, the governing body of which is elected, operates schools with local ad valorem taxes and state and federal funds. The Pike Road Board of Education also operates a school system within the County for the Town of Pike Road.

Employee Relations

The County considers relations with its employees to be satisfactory. No employees of the County are represented by labor unions or similar employee organizations. The County does not bargain collectively with any labor union or employee organization.

Description of Budget Making Process

On or about June 1 of each year, the Finance Director sends out budget requests to department heads. Those requests are returned by the department heads by July 1. During July, the Finance Director reviews projected revenues with state and county officials in order to project revenues for the upcoming fiscal year.

During July, the first draft of the budget is reviewed with the Commission. Budget hearings are held during the months of July and August. The operating and capital outlay budget is adopted no later than October 1, of each year.

FINANCIAL SYSTEM

General

The County maintains a financial reporting system which provides timely and accurate reports of receipts and expenditures. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding (i) the safeguarding of assets against loss from unauthorized use or disposition, and (ii) the reliability of financial records for preparing financial statements and maintaining accountability for assets. Activities of the County are monitored internally on a monthly basis and are audited annually, as required by law, by the State of Alabama Department of Examiners of Public Accounts.

Budgetary System

The County follows the following procedures in establishing a budget:

1. The County Commission is responsible for preparing the Operating and Capital Outlay Budget for the coming fiscal year.

2. The budget is then adopted by the County Commission.

3. The County Commission is authorized to transfer budgeted amounts between funds; however, restricted or reserved funds may not be transferred.

4. The budgeted amounts shown in the financial statements are the final adopted amounts for the year.

Accounting System

The accounts of the County are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped, for accounting and reporting purposes, into several broad categories, Governmental Funds, and Fiduciary Funds. Each of these categories is divided into separate fund types as follows:

Governmental Funds

Governmental Funds are those through which most County functions are financed. The acquisition, use and balance of the County's expendable resources and the related current liabilities are accounted for through governmental funds. The types of governmental funds which are used by the County are the General Fund and Special Revenue Funds.

General Fund. To account for unrestricted resources which are not required to be accounted for in the other types of funds. Primary sources of revenues for the Montgomery County General Fund are sales and property taxes and revenues collected by the State and shared with the County. Also accounted for in the General Fund are workers' compensation benefits, employee health and liability insurance to self-insure the Commission against liability claims. The fund is also used to report the expenditure of the 7-cent State gasoline tax revenue for the construction, improvement, maintenance and supervision of highways, bridges and streets, and for the retirement of bonds for which the gasoline tax revenues have been pledged. Expenditures of special county property taxes for building and maintaining public buildings, roads and bridges are accounted for in this fund as well.

Reappraisal Fund. This fund is used to account for property taxes and other revenues required to be expended for the costs of the property reappraisal program.

Construction Programs Fund. This fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlay, including the acquisition or construction of capital facilities and other capital assets.

Other Governmental Funds

The County reports the following governmental fund types in the Other Governmental Funds' column:

Special Revenue Funds. These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Debt Service Funds. These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest and for the accumulation of resources for principal and interest payments maturing in future years.

Fiduciary Funds

Fiduciary funds are used to account for resources held by the County in a trustee capacity or as an agent for other individuals and organizations. Assets of fiduciary funds do not belong to the County. The County has an obligation to disburse the assets to specific individuals or organizations.

Private-Purpose Trust Funds. These funds are used to report all trust agreements under which principal and income benefit individuals, private organizations or other governments.

Custodial Funds. These funds are used to report assets held by the County in a purely custodial capacity. The County collects these assets and transfers them to the proper individuals, private organizations or other governments.

Retirement System

The employees of the County participate in a retirement system established by the Legislature of Alabama and known as the Employees' Retirement System of Alabama (the "Retirement System"). Contributions to the Retirement System are made by both the employees and the County. The respective amounts of such contributions are established by the Legislature of Alabama. For further discussion of the County's participation in the Retirement System, see Note 6 to the financial statements included in Appendix B.

Other Post-Employment Benefits

GASB Statement No. 45 ("GASB 45") establishes standards for the measurement, recognition and presentation of post-employment benefits other than pension benefits ("OPEB") expenses/expenditures and related liabilities (assets), note disclosures and, if applicable, required supplemental information in the financial reports of state and local governmental employers. GASB 45 is intended to improve the relevance and usefulness of financial reporting by (a) requiring systematic, accrual-basis measurement and recognition of OPEB costs (expense) over a period that approximates employees' years of service and (b) providing information about actuarial accrued liabilities associated with OPEB and whether and to what extent progress is being made in funding the plan.

For fiscal year 2019, the County's annual OPEB contribution for medical and life insurance was $3,458,368. The County's total OPEB plan liability was $140,796,394 as of the September 30, 2018 measurement date. For further discussion of the County's OPEB expenditures and liabilities, see Note 7 to the financial statements included in Appendix B.

RESULTS OF OPERATIONS

General

The County operates on a fiscal year beginning October 1 and ending September 30. The County prepares a detailed budget for each fiscal year that is approved by the County Commission prior to the beginning of the fiscal year. The County complies with Alabama law which provides that the appropriations made in the budget shall not exceed the estimated total revenue and reserves of the County available for appropriations.

The significant accounting practices for County finances are summarized in the audited financial statements attached to this Official Statement as Appendix B. All revenues and expenditures of the County are accounted for in a series of funds which are described in the financial statements attached hereto.

The County's financial statements are audited annually, as required by law, by the Alabama Department of Examiners of Public Accounts. The County may obtain an audit by private certified public accountants with the approval of the Department of Examiners.

The County Administrator of the County makes audited financial information available upon request to the creditors of the County and other interested parties in a timely fashion.

Delivery of Audited Financial Statements of County

The audited financial statements for the County are typically delivered approximately one year after the end of the fiscal year covered by such audit. The reports of such accountants with respect to the County's financial statements for the fiscal year ended September 30, 2019 are included in Appendix B of this Official Statement.

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Comparative Statements of General Fund Operation

The following statements have been compiled from the audited financial statements of the County for the fiscal years ended September 30, 2016-2019, and the unaudited financial statements of the County for the fiscal year ended September 30, 2020, based upon the internal records of the County (amounts may not add due to rounding). These statements show the revenues, expenditures and changes in fund balance for the General Fund. The General Fund finances substantially all current operations of the County and is the primary sources of revenues which support general obligation debt of the County.

Revenues	**2020***	**2019**	**2018**	**2017**	**2016**
Taxes	$ 79,576,136	$ 77,806,769	$ 74,221,912	$ 72,168,525	$ 68,242,036
Licenses and Permits	622,816	590,997	550,609	566,882	587,107
Intergovernmental	11,882,884	6,665,502	7,026,679	6,840,894	6,370,775
Charges for Services	7,084,695	7,340,681	7,239,099	6,601,288	6,768,680
Fines and Forfeitures	18,572	23,424	23,179	25,484	25,949
Miscellaneous	6,357,253	7,078,992	6,205,779	5,319,511	4,530,849
Total Revenues	$105,542,355	$ 99,506,365	$ 95,267,258	$ 91,522,583	$ 86,525,395
Expenditures					
Current:					
General Government	$ 32,132,787	$ 30,047,044	$ 29,812,108	$ 28,250,138	$ 29,248,558
Public Safety	30,564,432	29,930,683	29,647,702	29,752,689	29,879,002
Highways and Roads	6,400,945	6,659,535	6,526,924	6,502,501	6,474,367
Sanitation	178,686	151,631	173,636	128,952	122,626
Health	1,292,609	1,333,769	1,395,304	1,443,273	1,432,177
Welfare	353,622	455,079	455,990	552,390	820,023
Culture and Recreation	2,185,228	2,218,191	2,262,372	2,218,890	1,762,189
Education	368,437	388,253	277,866	561,806	484,372
Other	3,923,564	4,175,567	4,106,721	2,803,054	1,322,229
Capital Outlay	1,487,911	32,146,750	3,253,307	2,556,016	2,082,134
Debt Service:					
Principal Retirement	3,538,173	3,354,997	3,194,732	3,461,895	3,386,618
Interest and Fiscal Charges	3,446,850	3,691,378	3,541,830	3,667,373	3,739,900
Debt Issuance Costs	422,378	356,563	122,028	-	-
Total Expenditures	$ 86,295,624	$114,909,440	$ 84,770,521	$ 81,898,976	$ 80,754,195
Excess (Deficiency) of Revenues					
Over Expenditures	$ 19,246,731	$ (15,403,075)	$ 10,496,737	$ 9,623,607	$ 5,771,200
Other Financing Sources (Uses)					
Debt Issued	$ 37,650,000	$ 29,250,000	$ 6,690,000	$ -	$ -
Premium on Debt Issued		-	436,769	-	-
Discount on Debt Issued		1,108,608	-	-	-
Sale of Capital Assets	1,706,079	183,558	138,689	297,566	590,320
Transfers Out	(44,976,686)	(5,710,046)	(8,253,973)	(5,863,247)	(5,515,492)
Total Other Financing Sources (Uses)	$ (5,620,607)	$ 24,832,120	$ (5,989,718)	$ (5,565,681)	$ (4,925,173)
Net Change in Fund Balances	$ 13,626,123	$ 9,429,044	$ 4,507,019	$ 4,057,925	$ 846,028
Fund Balances - Beginning of Year	59,547,466	50,118,422	45,611,402	41,553,477	40,707,450
Fund Balances - End of Year	$ 73,173,589	$ 59,547,466	$ 50,118,422	$ 45,611,402	$ 41,553,477

*Unaudited

COUNTY DEBT MANAGEMENT

Outstanding Indebtedness

Long-Term Indebtedness. Following the issuance of the Series 2021 Warrants, the County will have the following direct general obligation indebtedness outstanding:

Description of Indebtedness	Source of Payment	Principal Balance
General Obligation Refunding Warrants, Series 2021-A	general obligation	$ 11,650,000*
General Obligation Refunding Warrants, Series 2021-B	general obligation	15,135,000*
Montgomery County Community Cooperative District – Funding Agreement (2020)[(1)]	general obligation	37,650,000
General Obligation Refunding Warrants, Series 2017	general obligation	5,285,000
General Obligation Refunding Warrants, Series 2015	general obligation	13,180,000
Montgomery County Public Education Cooperative District – Funding Agreement (2015)[(2)]	general obligation	13,915,000
General Obligation Warrant (Energy), Series 2014	general obligation	2,820,016
General Obligation Warrant (Energy), Series 2012	general obligation	2,388,194
Accrued compensated absences[(3)]	general obligation	6,608,422
Total		$ 108,631,632*

[(1)] On September 15, 2020, The Montgomery County Community Cooperative District (the "MCCD") issued its Taxable Revenue Bonds (Montgomery County Funding), Series 2020 (the "Series 2020 MCCD Bonds"), in the original principal amount of $37,650,000. Simultaneously with the issuance of the bonds, the County entered into a funding agreement (the "Series 2020 Funding Agreement") with the MCCD, pursuant to which the County agreed to pay the debt service on the Series 2020 MCCD Bonds as such amounts become due and payable. The County's obligations under the Series 2020 Funding Agreement constitute a general obligation of the County.

[(2)] In May 2015, The Montgomery County Public Education Cooperative District (the "District") issued its Limited Obligation Revenue Bonds, Series 2015 (the "Series 2015 District Bonds"), in the original principal amount of $15,980,000. Simultaneously with the issuance of the bonds, the County entered into a funding agreement (the "Series 2015 Funding Agreement") with the District, pursuant to which the County agreed to pay a portion of the principal of and interest on the Series 2015 District Bonds when and as such debt service became due and payable. The County's obligations under the Series 2015 Funding Agreement constitute a general obligation of the County.

[(3)] As of September 30, 2020.

Capital Lease Agreements with The Montgomery County Public Building Authority. On May 1, 2014, the Authority issued the Series 2014 PBA Warrants in the original principal amount of $38,920,000. The proceeds of the Series 2014 PBA Warrants were used to advance refund outstanding debt and to finance the acquisition, construction and installation of capital improvements to the Annex III administration building of the County (the "Series 2014 PBA Facilities"). Pursuant to that certain Second Supplemental Capital Lease Agreement (the "2014 PBA Lease"), the County leased the Series 2014 PBA Facilities from the Authority on a year-to-year basis, with options for renewal for each successive fiscal year until the redemption or retirement of the Series 2014 PBA Bonds. The County's rent payments under the 2014 PBA Lease were equal to the principal of and interest on the Series 2014 PBA Warrants due in such fiscal year. The remaining Series 2014 PBA Warrants outstanding after the issuance of the Series 2021-B Warrants is $17,580.000*.

On January 1, 2015, the Authority issued its Revenue Refunding Warrants, Series 2015 (the "Series 2015 PBA Warrants"), in the original principal amount of $14,145,000. The proceeds of the Series 2015 PBA Warrants were used to advance refund a portion of the Series 2006 PBA Warrants and to finance the acquisition, construction and installation of capital improvements to the Carnegie Library Buildings and the Annex I administration building of the County (the "Series 2015 PBA Facilities"). Pursuant to that certain Third Supplemental Capital Lease Agreement (the "2015 PBA Lease"), the County leased the Series 2015 PBA Facilities from the Authority on a year-to-year basis, with options for renewal for each successive fiscal year until the redemption or retirement of the Series 2015 PBA Bonds. The County's rent payments under the 2015 PBA Lease were equal to the principal of and interest on the Series 2015 PBA Warrants due in such fiscal year. The Series 2015 PBA Warrants are outstanding as of March 1, 2021 in the principal amount of $13,770,000.

*Preliminary, subject to change

On December 12, 2018, the Authority issued its Revenue Warrants (Montgomery County Building Project), Series 2018 (the "Series 2018 PBA Warrants"), in the original principal amount of $29,250,000. The proceeds of the Series 2018 PBA Warrants were used to finance various capital improvements to public facilities (the "Series 2018 PBA Facilities"). Pursuant to that certain Fourth Supplemental Capital Lease Agreement (the "2018 PBA Lease"), the County leased the Series 2018 PBA Facilities from the Authority on a year-to-year basis, with options for renewal for each successive fiscal year until the redemption or retirement of the Series 2018 PBA Bonds. The County's rent payments under the 2018 PBA Lease were equal to the principal of and interest on the Series 2018 PBA Warrants due in such fiscal year. The Series 2018 PBA Warrants are outstanding as of March 1, 2021 in the principal amount of $29,100,000.

The aggregate outstanding principal amount of the Series 2014 PBA Warrants, the Series 2015 PBA Warrants and the Series 2018 PBA Warrants was $60,450,000* as of February 25, 2021. The County has no obligation to renew the 2012 PBA Lease, the 2014 PBA Lease, the 2015 PBA Lease or the 2018 PBA Lease for any succeeding fiscal year.

Short-Term Indebtedness. Other than portions of long-term indebtedness due in the current fiscal year, the County has no short-term indebtedness outstanding.

Refunded Obligations

Those issues of long term obligations of the County which are currently outstanding but which have been heretofore advance refunded are not shown above in that the County has established escrow funds for the benefit of those issues which are funded with direct general obligations of the United States of America and cash which are represented to be sufficient to provide for the payment of the principal of, premium, if any, and interest on said issues as the same respectively matures and comes due.

No Other Debt Obligations

The County has no other debt outstanding other than the indebtedness described in this section.

Authorized But Unissued Debt

The County currently has no authorized but unissued bonds or warrants.

Future Indebtedness

The County has no current plans to issue additional indebtedness; however, the County may issue long-term and short-term indebtedness in the future as it deems appropriate.

General Constitutional Debt Limitation

The Alabama Constitution provides that counties may not become indebted in an amount in excess of five percent (5%) of the assessed value of the property situated therein. Under existing law, the amount of any indebtedness chargeable against the constitutional debt limit is reduced by the amount of any escrow or sinking fund held for the payment of such indebtedness. Indebtedness chargeable against the constitutional debt limit does not include obligations payable solely from the revenues derived from a project that was acquired with the proceeds of such obligations. Other exceptions to the constitutional debt limit may apply to certain types of debt obligations. The County's obligations under the Series 2020 Funding Agreement are not subject to the general 5% constitutional debt limit based on the exception discussed below.

*Preliminary, subject to change

The following statement reflects the County's legal debt margin:

MONTGOMERY COUNTY, ALABAMA
STATEMENT OF SECTION 224 DEBT MARGIN

Assessed value of taxable property	$ 3,098,420,200[1]
Debt limit (5% of assessed value)	$ 154,921,010
Aggregate Outstanding Indebtedness[2]	$ 102,023,210*
Less Indebtedness not chargeable against the debt limit[3]	$ 37,650,000
Aggregate indebtedness chargeable against the debt limit	$ 64,373,210*
Constitutional debt margin	$ 90,547,800*

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[1] As reported by the Revenue Commissioner and Judge of Probate of Montgomery County for the fiscal year ended September 30, 2020.

[2] See "Outstanding Indebtedness"; excludes indirect debt issued by Montgomery County Public Building Authority and compensated absences.

[3] Reflects the County's obligations under the Series 2020 Funding Agreement.

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*Preliminary, subject to change

Amendment No. 772 to the Alabama Constitution authorizes the counties and municipalities within the State to use public funds for certain purposes intended to further the economic development of such political subdivisions. Amendment No. 772 authorizes any county or municipality to (i) acquire real property, buildings, plants, factories, facilities, machinery and equipment of any kind and to improve and develop such properties for use as sites for industry of any kind or as industrial parks, (ii) lease, sell, grant, exchange or otherwise convey all or any part of any real property, buildings, plants, factories, facilities, machinery and equipment or any industrial park project to any individual, firm, corporation or other entity, public or private, for the purpose of constructing developing, equipping and operating industrial, commercial, research or service facilities of any kind or (iii) lend its credit to, or grant public funds and things of value for the benefit of, any individual, firm, corporation or other entity, public or private, for the purpose of promoting the economic and industrial development of such political subdivision.

Amendment No. 772 also authorizes counties and municipalities to issue bonds, warrants, notes and other evidences of indebtedness and to use the proceeds thereof in furtherance of the powers discussed in the paragraph immediately above, subject to the limitation that the aggregate principal amount of obligations issued for such purposes may not exceed fifty percent (50%) of the assessed value of taxable property in such county or municipality. Amendment No. 772 provides that the bonds, warrants, notes or other evidences of indebtedness may be secured by the full faith and credit of the issuer or may be limited as to the source of payment.

The issuance of bonds, warrants, notes and other evidences of indebtedness pursuant to Amendment No. 772 is not subject to the County's five percent constitutional debt limit (discussed above). The Series 2020 Funding Agreement entered into by the County relating to the Series 2020 MCCD Bonds was entered into pursuant to Amendment No. 772 and does not count against the County's five percent constitutional debt limit.

Annual Debt Service on Long Term Debt

The following table sets forth the County's long-term debt requirements for payment of principal and interest after the issuance of the Series 2021 Warrants.

Fiscal Year Ending September 30	Other County Debt Service	Series 2021 Warrants*	Aggregate Debt Service*
2021	$ 3,617,163	$ 320,422	$ 3,937,585
2022	8,658,751	5,708,561	14,367,311
2023	10,956,099	3,465,752	14,421,850
2024	11,593,542	3,901,622	15,495,164
2025	14,717,616	768,941	15,486,557
2026	12,351,102	3,118,027	15,469,128
2027	9,286,201	6,174,216	15,460,417
2028	12,265,015	2,808,000	15,073,015
2029	6,702,060	5,032,750	11,734,810
2030	11,366,301		11,366,301
2031	11,372,884		11,372,884
2032	5,252,953		5,252,953
2033	5,242,279		5,242,279
2034	5,240,358		5,240,358
2035	5,243,597		5,243,597
2036	5,250,772		5,250,772
2037	5,248,369		5,248,369
2038	5,086,367		5,086,367
2039	5,086,737		5,086,737
2040	5,087,982		5,087,982
2041	4,033,154		4,033,154
2042	4,029,064		4,029,064
2043	4,026,017		4,026,017
2044	4,029,117		4,029,117
2045	4,033,094		4,033,094
2046	4,032,850		4,032,850
2047	4,027,512		4,027,512
2048	4,026,886		4,026,886
2049	1,924,453		1,924,453
2050	1,926,743		1,926,743
TOTAL	$ 195,715,038	$ 31,298,289	$ 227,013,327

*Preliminary, subject to change

COUNTY GENERAL FUND REVENUES

Ad Valorem Taxes

Property or ad valorem taxes are levied under various provisions of the constitution and statutes of Alabama and may be used only for the purpose or purposes for which they are levied. The County levies an 8-mill tax for general purposes, the proceeds of which are deposited in the General Fund. Under present law, the rates at which local ad valorem taxes are levied may be increased only after approval by the legislature and a majority vote of the qualified electors of the affected jurisdiction. See "AD VALOREM TAXATION."

Sales Tax

The County levies a two and one-half percent (2.5%) privilege or license tax (commonly called a sales tax) on persons engaged in the business of selling at retail in the County any tangible personal property or in the business of conducting or operating places of amusement or entertainment in the County, generally measured by the gross receipts or sales of such businesses. See "SALES AND USE TAXES."

Rental Tax

The County levies the Rental Tax at a general rate of 2% of rental revenue, and at a rate of 0.75% on leasing or renting of automotive vehicles, truck trailer, semi-trailers and house trailers (excluding passenger vehicles and trucks having a gross vehicle weight under 26,000 pounds).

State Gasoline Taxes

Information describing the County's share of certain gasoline taxes levied by the State of Alabama is set forth in a subsequent section of this Official Statement under the heading of "COUNTY SHARE OF STATE GASOLINE TAXES."

Intergovernmental Revenue

The County's General Fund also receives from the State of Alabama certain taxes, licenses and other moneys levied and collected by the State. The largest sources of State revenues are from state franchise taxes and state excise taxes. Although such moneys have been made available to the County by the State, the continued availability of such moneys is dependent upon the ability and willingness of the Alabama Legislature to continue to provide such moneys.

Shared State revenues include the following taxes or revenues that are collected by the State, a portion of the proceeds of which are required by law to be paid to the County: bank excise tax, motor vehicle licenses, and State liquor store profits.

Shared revenues from local government units consist principally of taxes collected by the County and paid in part to the County under State statutes requiring a sharing of the proceeds of the following taxes: gasoline tax, beer excise tax and county road tax.

For a table setting forth the gross revenues for the County's General Fund, see "RESULTS OF OPERATIONS - Major Sources of General Fund Revenues."

AD VALOREM TAXES

General

The levy and collection of ad valorem taxes in Alabama are subject to the Alabama Constitution, which, among other things, fixes the percentages of market value at which property can be assessed for taxation, limits the tax rates that can be levied against property and places a ceiling on the aggregate ad valorem taxes that can be levied by all taxing authorities on any property in any tax year. The amount of an ad valorem tax in Alabama is computed by multiplying the applicable tax rate by the assessed value of the taxable property. The assessed value of taxable property is a specified percentage (the "assessment ratio") of its fair and reasonable market value or, in certain circumstances, its current use value. Ad valorem tax rates are stated in terms of mills per dollar of assessed value. Each mill represents a tax equal to one-tenth of one percent of the assessed value of such property.

Classification of Taxable Property

Amendment No. 373 to the Alabama Constitution divides all taxable property into the following four classes valued for taxation according to the assessment ratios shown below:

Class I	All property owned by utilities	30%
Class II	All property not otherwise classified	20%
Class III	All agricultural, forest and single-family, owner-occupied residential property and historic buildings and sites	10%

Class IV	Private passenger automobiles and pickup trucks owned and operated by an individual for personal or private use	15%

Amendment No. 373 permits the owner of Class III property to elect to have such property appraised at its "current use value" rather than its "fair and reasonable market value." "Current use value" has been defined statutorily as the value of such property based on the use being made of it on February 1 of the preceding year, without taking into consideration the prospective value such property might have it if were put to some other possible use.

Assessment Ratio Adjustment

The Alabama Legislature has no power to adjust assessment ratios pertaining to local (as distinguished from state) taxes but does have the power to approve or disapprove an adjustment proposed by a local taxing authority. The governing body of any county, municipality or other local taxing authority may increase or decrease the assessment ratio with respect to any class of property subject to the following conditions: (i) the governing body of such county, municipality or other taxing authority must hold a public hearing on the proposed adjustment before authorizing the adjustment, (ii) the Legislature must adopt an act approving the adjustment, and (iii) a majority of the electors of such county, municipality or other taxing authority must approve the adjustment in a special election. In addition, the Legislature has placed the following restrictions on the adjustment of assessment ratios:

(1) If the total assessed value of all property of a single class located within a taxing authority's jurisdiction exceeds 50% of the total assessed value of all taxable property located within the jurisdiction of such authority, then the assessment ratio with respect to that class of property may be decreased by no more than 5% from the ratio otherwise prescribed for such class;

(2) If the total assessed value of all properties of a single class located within the jurisdiction of a local taxing authority is less than 20% of the total assessed value of all taxable property located within such jurisdiction, then the assessment ratio with respect to that class of property may be increased by no more than 5% from the ratio otherwise prescribed for such class; and

(3) If the total assessed value of all property of a single class located within the jurisdiction of a local taxing authority exceeds 75% of the total assessed value of all taxable property located within such jurisdiction, then (i) the assessment ratio with respect to that class of property may be decreased by no more than 5% from the ratio otherwise prescribed for such class, and (ii) the prospective assessment ratio for all other classes of property may be increased by no more than 5% from the ratio otherwise prescribed for such classes.

The governing body of the County has not sought to adjust the assessment ratio applicable to any class of taxable property nor does the County have any present plan for any such adjustment.

Rate Adjustments

Amendment No. 373 authorizes any county, municipality or other local taxing authority to decrease any ad valorem tax at any time, provided that such decrease does not jeopardize the payment of any bonded indebtedness secured by such tax. Amendment No. 373 also permits a county, municipality or other local taxing authority to increase the rate at which any ad valorem tax is levied, but only if (i) the governing body of such county, municipality or other taxing authority holds a public hearing on the proposed increase before authorizing the increase, (ii) the Legislature adopts an act approving the increase, and (iii) a majority of the electors of such county, municipality or other taxing authority subsequently approves the increase in a special election.

Ceiling on Ad Valorem Taxes

Amendment No. 373 also limits the total amount of state, county, municipal and other ad valorem taxes that may be imposed on any class of property in any one tax year. This limitation is expressed in terms of a specific percentage of the fair and reasonable market value of such property. The applicable percentages to the four classes of property are as follows:

Class I	-	2%
Class II	-	1 1/2%
Class III	-	1%
Class IV	-	1 1/4%

If the total amount of tax otherwise payable with respect to a class of property would exceed the maximum tax limit, the millage rate of each separate tax to which such property is subject must be reduced in the same proportion that the millage levied by or for the benefit of each taxing authority bears to the total millage levied by or for the benefit of all applicable taxing authorities. This provision becomes operative as to the several classes of property only if the total tax rate exceeds the following:

Class I	-	66 2/3 mills
Class II	-	75 mills
Class III	-	100 mills
Class IV	-	83 1/3 mills

Ad Valorem Tax Rates

Ad valorem taxes on real and personal property in the jurisdiction of the County are currently levied at the following rates:

State of Alabama	6.5 mills
Montgomery County	
General Fund	5.0 mills
Road & Bridge	2.5 mills
Fire Protection (Outside City of Montgomery) (Excluding Town of Pike Road)	5.0 mills
School District - Pike Road	10.0 mills
School District - County-wide (Excluding Pike Road)	22.0 mills*
Total – Outside City of Montgomery	41.0 mills
Total – Inside City of Montgomery	36.0 mills
Total – Inside Town of Pike Road	24.0 mills

* County-wide school district ad valorem taxes (excluding the Pike Road) were increased pursuant to voter referendum on November 3, 2020, increasing the total school district ad valorem taxes from 10 mills to 22 mills.

Municipalities in the County also levy additional ad valorem taxes on property within their corporate limits. The municipalities within the County levy ad valorem taxes at the following rates:

Montgomery	12.5 mills
Pike Road	26.0 mills

Assessed Valuation of Taxable Property

The following table contains the assessed value of taxable property (excluding exempt property) in the County for the tax years ended September 30 of the years indicated:

Fiscal Year Ended September 30	Real and Personal Property	Motor Vehicles	Total Assessed Value
2020	$ 2,760,740,040	$ 337,680,160	$ 3,098,420,200
2019	2,744,346,540	331,718,860	3,076,065,400
2018	2,666,307,020	332,028,540	2,998,335,560
2017	2,572,910,940	349,527,040	2,922,437,980
2016	2,427,666,260	358,857,040	2,786,523,300

Source: Montgomery County Revenue Commissioner and Montgomery County Judge of Probate.

Largest Ad Valorem Taxpayers

Listed below are the ten largest ad valorem taxpayers in County and the total amount of ad valorem taxes due by each during the tax year ended September 30, 2019 (the most recent year for which definitive information is available). The amounts shown under the heading "Taxes Paid" represent the expected collections during the tax year ended September 30, 2020 from the County's 5 mill general ad valorem tax on property in the County's jurisdiction.

Taxpayer	Assessed Value	Taxes Paid
Hyundai Motor Manu, Alabama LLC	$ 145,403,520	$ 659,430
Alabama Power Company	104,522,560	522,613
MOBIS Alabama LLC	27,006,620	104,086
CSX Transportation Inc.	20,548,180	102,741
Dixie Electric Cooperative	15,149,780	75,749
Spire Alabama Inc.	12,304,340	61,522
NP/I&G Eastchase Property Owner LLC	11,724,000	58,620
Wal-Mart Real Estate Business Trust	10,786,880	53,934
EBSCO Stone Park LLC	9,780,620	48,903
CPA Barrington Apartments DST	9,040,260	45,201
	$ 366,266,760	$ 1,732,799

Source: Montgomery County Revenue Commissioner.

Homestead Matters

Prior to 1982, Alabama law did not provide a homestead exemption which reduced the assessed valuation of owner-occupied, single-family residential property for purposes of county taxation, except in the case of persons who were totally disabled or who were 65 years of age or older and had an annual taxable income of $7,500 or less. Reacting to the increase in ad valorem taxes which was anticipated to result from the statewide property reappraisal program conducted during 1982, the Legislature of Alabama in 1982 enacted a law which authorized the governing body of any municipality, county or other local taxing authority to grant by resolution or ordinance a homestead exemption which, when added to any other homestead exemption applicable to the same ad valorem tax levy, will not exceed $4,000 in assessed value or 160 acres in area. Since no other homestead exemptions for purposes of county taxation are provided by existing law except in the special cases of persons who are totally disabled or who are 65 years of age or older, the effect of this law was to empower the governing body of any county to reduce at any time the assessed value of owner-occupied, single-family residential property located in such county by up to $4,000 per housing unit. Using the authority granted by this law, the governing body of the County has adopted a resolution, which, beginning with the tax year ended September 30, 1989, provided an exemption of $1,000 in assessed value for each housing unit that qualifies as a homestead under the laws of Alabama. The governing body of the County may at any time adjust, rescind or reinstate any homestead exemption provided pursuant to the law.

Significant Property Tax Litigation

The levy, assessment and collection of ad valorem taxes in the State of Alabama have, since 1970, been subject to significant litigation, which has resulted in substantial changes in Alabama's property tax system affecting ad valorem tax receipts of the various taxing authorities and districts. The County does not believe that Montgomery County is now a party to any such litigation that relates to ad valorem taxes levied by Montgomery County, as distinguished from litigation that relates to ad valorem taxes levied by counties generally. There can be no assurance, however, that other litigation concerning the Alabama property tax system in general, or that of Montgomery County in particular, will not be initiated or resolved in such a manner as to affect adversely the levy or collection of ad valorem taxes by Montgomery County, including any ad valorem taxes levied for the use and benefit of the County.

Assessment and Collection

Ad valorem taxes on taxable properties, except motor vehicles and public utility properties, are assessed and collected by the Montgomery County Revenue Commissioner. The Montgomery County Judge of Probate assesses and collects ad valorem taxes on motor vehicles, and ad valorem taxes on public utility properties are assessed by the State Department of Revenue and collected by the Montgomery County Revenue Commissioner. County ad valorem taxes are collected in advance, rather than in arrears.

SALES AND USE TAXES

The County levies and collects a special privilege, license and excise tax (generally known as sales taxes) within the corporate limits of the County (collectively, the "Sales Tax"), which generally parallels the state sales tax, except for the respective rates, and consists of (a) privilege, license taxes on every person, firm, or corporation engaged or continuing within the corporate limits of the County in the business of selling tangible personal property at retail and (b) privilege, license taxes on every person, firm or corporation engaged or continuing within the corporate limits of the County in the business of conducting or operating places of amusement or entertainment.

The general rate of the Sales Tax is 2.5% of the gross proceeds of sales of tangible personal property at retail or of the gross receipts of conducting or operating places of amusement or entertainment, or of the sales price of stored, used or consumed tangible personal property, as the case may be, however, certain transactions are taxed at lower rates. The Sales Tax is collected by the vendor from the consumer and remitted directly to the County.

COVID-19 IMPACT

Impact on 2020 Fiscal Year Revenues and Expenses

On March 30, 2020 the County Commission approved a hiring freeze for personnel except Public Safety, a 10% reduction in all department operating budgets, suspension of non-essential spending, and a ban of travel by County personnel in anticipation of revenue declines

On May 4, 2020 the County Commission approved establishing a $10 million taxable revolving Line of Credit, General Obligation Warrants, Series 2020, as the result of the uncertainty of the financial impact of the COVID-19 pandemic. The County Commission will request advances of the proceeds of the Line of Credit as needed for the financial impact of revenue declines related to COVID-19; however, given the County's considerable reserves and its ongoing monitoring of year to date revenues and expenses, no proceeds have been or are expected to be drawn. The County Commission does not anticipate the need to renew the Line of Credit.

Significant revenue declines were expected from sales and use and lodging taxes. While lodging taxes declined by $600,000 or 40% for the period April-September 2020, the expected decline in sales tax did not materialize and the total collections for FY 2020 increased by over $1.7 million compared to 2019. The combination of the County conservative budgeting practices and increased collections resulted in a sales tax budget increase of over $3.2 million compared to the budget. The General Fund 2020 net result of revenues over expenditures of $13.6 million compared to a budgeted result of $0.00, was due to unbudgeted revenue growth of $7 million, CARES Act reimbursements of $4.5 million and net expenditure reductions of $2.5 million.

Impact on Future Fiscal Years

As a result of the uncertainty about the timing and level of recovery from COVID-19, the County's general fund budget for the fiscal year ending September 30, 2021 reflects a $0.00 result in the operating General Fund and an overall net deficit of $1.2 million for the General Fund with self-insurance and Gas tax. Estimated revenues for 2021 were conservatively budgeted and the 10% reduction in operating budgets and restrictions on hiring were continued for 2021 budget purposes. Given the many uncertainties related to COVID-19, the County cannot accurately predict budget results in subsequent fiscal years, but it possible the negative effects of COVID-19 could have a material adverse impact on the County's operations, financial performance, and reserves.

ECONOMIC AND DEMOGRAPHIC INFORMATION FOR MONTGOMERY COUNTY

General

Montgomery County was created by an act of the Mississippi Territorial Legislature on December 6, 1816, and is located in the south-central section of the State of Alabama. The County covers an area of approximately 800 square miles, of which 16 square miles are water. The principal agricultural products of the County include poultry and eggs, cattle, greenhouse, nursery and floriculture. Major manufactured products of the County are diversified and include Hyundai automobiles, automotive parts and seats, water heaters, aircraft parts, food and beverage products, liner board, water meters and reading systems, shelving and store fixtures, consumer goods, plastic bags, hospital equipment, plastic and steel components for fuel systems and pharmaceuticals. Major mineral products of the County include common clay, industrial sand and gravel, infusorial earth (tripolite), phosphate rock and quartz.

The City of Montgomery, the Montgomery County seat, is located approximately 91 miles southeast of Birmingham, Alabama and 170 miles northeast of Mobile, Alabama. Montgomery County is traversed by Interstate Highways 65 and 85, and future Interstate Highway 685. The County is also traversed by five U.S. Highways (31, 80, 82, 231 and 331) and seven Alabama Highways (21, 94, 110, 126, 152, 271 and 293). The County has one public-use airport (see page A-22).

Population

<u>County Population</u>

The following table sets forth certain historical population statistics from the U.S. Census Bureau relating to the County:

Census Year	Population of County	Rate of Increase
1950	138,965	--
1960	169,210	21.8%
1970	167,790	-0.8
1980	197,038	17.4
1990	209,085	6.1
2000	223,510	6.9
2010	229,363	2.6
2019*	226,486	-1.3

Source: United States Census
*Estimate

Economy

Two basic measures of annual income include per capita income, which is the total income of all families and individuals in a given area divided by the total population of the area and median family income, above and below which are an equal number of family incomes. Montgomery County's estimated per capita personal income traditionally ranks as one of the highest among all counties of Alabama.

Per Capita Income

	2015	2016	2017	2018	2019
United States	$ 49,019	$ 50,015	$ 52,118	$ 54,606	$ 56,490
Alabama	38,891	39,536	41,030	42,710	44,145
Montgomery County	40,614	41,653	42,732	43,969	45,479

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Median Family Income

	1999	2010	2015	2020
United States	$ 47,800	$ 64,400	$ 65,800	$ 78,500
Alabama	41,500	54,100	55,500	65,300
Montgomery County	47,000	59,200	59,400	65,700

Source: U.S. Department of Housing & Urban Development.

Employment

The following table sets forth estimated nonagricultural wage and salary employment statistics for the Montgomery MA for May and June 2020:

MONTGOMERY MA	Jun p 2020	May r 2020	Jun r 2019	Net Change From : May r 2020	Net Change From : Jun r 2019
TOTAL NONAGRICULTURAL EMPLOYMENT	**166,100**	**163,500**	**178,300**	**2,600**	**-12,200**
GOODS PRODUCING	**23,300**	**23,800**	**25,400**	**-500**	**-2,100**
Mining, Logging, and Construction	6,200	6,300	7,100	-100	-900
Manufacturing	17,100	17,500	18,300	-400	-1,200
SERVICE PROVIDING	**142,800**	**139,700**	**152,900**	**3,100**	**-10,100**
Trade, Transportation, and Utilities	29,300	28,700	29,800	600	-500
Wholesale Trade	5,800	5,800	5,900	0	-100
Retail Trade	17,600	17,000	17,900	600	-300
General Merchandise Stores Retail	5,200	4,900	4,700	300	500
Transportation, Warehousing and Utilities	5,900	5,900	6,000	0	-100
Information	1,800	1,900	2,100	-100	-300
Financial Activities	7,600	7,300	7,400	300	200
Finance and Insurance	5,800	5,600	5,500	200	300
Professional and Business Services	20,600	19,400	21,700	1,200	-1,100
Education and Health Services	18,400	18,200	20,200	200	-1,800
Health Care and Social Assistance	14,600	14,300	15,600	300	-1,000
Leisure and Hospitality	14,800	12,800	17,900	2,000	-3,100
Food Services and Drinking Places	11,400	10,100	13,500	1,300	-2,100
Other Services	9,000	8,700	9,500	300	-500
Government	41,300	42,700	44,300	-1,400	-3,000
Federal	6,700	6,800	6,800	-100	-100
State	21,400	22,700	23,200	-1,300	-1,800
Local	13,200	13,200	14,300	0	-1,100

1 Place of work basis. p Preliminary. r Revised.
NOTE: Estimates prepared by the U.S. Department of Labor, Bureau of Labor Statistics.
Estimates adjusted to a 2019 benchmark. Based on the North American Industry Classification System (NAICS), 2017.

The following table sets forth labor force data, estimates and employment rates for the County for the dates indicated:

	2014	2015	2016	2017	2018	2019	2020
Civilian Labor Force	105,004	105,246	106,190	106,155	105,953	105,777	105,591
Employment	97,799	98,841	100,202	101,555	101,782	102,517	96,964
Unemployment	7,205	6,405	5,988	4,600	4,171	3,260	8,627
Unemployment Rate	6.9%	6.1%	5.6%	4.3%	3.9%	3.1%	8.2%

Source: Alabama Department of Labor.

Comparative average annual unemployment figures for Montgomery County, the State of Alabama, and the U.S. national average are as follows:

Calendar Year	Montgomery County	State of Alabama	U.S. National Average
2000	4.2%	4.6%	4.0%
2001	4.5	5.1	4.7
2002	5.3	5.9	5.8
2003	5.8	6.0	6.0
2004	5.8	5.7	5.5
2005	4.6	4.5	5.1
2006	4.2	4.0	4.6
2007	4.1	4.0	4.6
2008	5.9	5.7	5.8
2009	10.5	11.0	9.3
2010	10.0	10.5	9.6
2011	9.7	9.6	8.9
2012	8.1	8.0	8.1
2013	7.3	7.2	7.4
2014	6.9	6.8	6.2
2015	6.1	6.1	5.3
2016	5.6	5.8	4.9
2017	4.3	4.4	4.4
2018	3.9	3.9	3.9
2019	3.1	3.0	3.7
2020	8.2	6.1	8.1

Source: U.S. Department of Labor, Bureau of Labor Statistics.

Major Employers

The major employers in the County, their principal activity and the number of employees of each are as follows:

Employer	Product	Number of Employees
Maxwell-Gunter Air Force Base	Federal Government	12,280
State of Alabama	State Government	11,380
Montgomery Public Schools	Public School System	4,524
Baptist Health	Hospitals/Clinics	4,300
Hyundai Motor Manufacturing Alabama	Automobile Manufacturing	3,530
ALFA Insurance Companies	Insurance Services	2,568
City of Montgomery	Local Government	2,500
MOBIS Alabama	Automobile Parts Manufacturing	1,400
Jackson Hospital & Clinic	Hospital/Clinics	1,300
Koch Foods	Poultry Processing	1,250

Sources: Montgomery Area Chamber of Commerce; Economic Development Partnership of Alabama (2020).

Montgomery County Industrial Parks

Montgomery County has four existing industrial parks, Airport Industrial and Commercial Park (1,044 acres/zoned light industrial), Interstate Industrial Park (700 acres/zoned heavy industrial), Lagoon Business Center (93 acres/zoned light industrial) and Montgomery Industrial Park (345 acres/zoned light industrial). Each park is fully served by electric, natural gas, water and sewer and telecommunications utilities. Highway, some rail and general/commercial aviation transportation are all convenient to the parks.

Education

The Montgomery County Public School System is one of the largest school systems in the state and operates a total of 53 schools, including 28 traditional elementary schools, 10 traditional middle schools and 5 traditional high schools. Of the 53 schools, 10 are identified as magnet schools, 2 are alternative schools, 1 is a technical high school and 1 is a school for severely cognitive and physically impaired students. The County schools have a combined enrollment of approximately 30,000 students. In addition, the County has 39 private schools (grades PK-12) with a combined enrollment of approximately 7,500 students.

Additionally, the Pike Road School System operates a public school system for the City of Pike Road, which is located within the County. It began serving students on August 13, 2015. Initially, the Pike Road School System served approximately 950 kindergarten through eighth grade students at the newly constructed Pike Road School. The first graduating class will be in May 2020, and a grade will be added each year as the first graduating class advances.

According to the 1990 U.S. Census of Population, approximately 75.3% of Montgomery County residents were high school graduates, and approximately 24.2% were college graduates. State averages were 66.9% and 15.7% respectively. According to the 2000 U.S. Census of Population, approximately 80.3% of Montgomery County residents were high school graduates, and approximately 28.5% were college graduates. State averages were 75.3% and 19.0% respectively. According to the 2010 U.S. Census of Population, approximately 84.7% of Montgomery County residents were high school graduates, and approximately 30.5% were college graduates. State averages were 81.4% and 21.7% respectively. According to the 2016 American Community Survey, approximately 85.5% of Montgomery County residents were high school graduates, and approximately 31.5% were college graduates. State averages were 84.8% and 24.0% respectively.

Higher Education

The County has seven public institutions of higher learning. Alabama State University offers 9 academic units and nearly 50 undergraduate, graduate and continuing education programs, including education degrees and certificates, a theatre program and new initiatives in forensic science and nanobiotechnology. Auburn University at Montgomery offers more than 90 areas of study at both the undergraduate and graduate levels, including unique programs in GIS, Hospitality and Tourism, Homeland Security, and Cybersystems and Information Security. U.S. News and World Report ranks Auburn Montgomery among the South's top universities. Faulkner University is a distinctively Christian university and is home to 5 colleges: Arts and

Sciences, Business and Executive Education, Biblical Studies, Education, and School of Law. Huntingdon College is a college of the United Methodist Church, and offers a liberal arts core curriculum that leads to a broad range of academic majors, pre-professional programs, and teacher certification programs. South University offers associates and bachelor's degree programs in the fields of business, criminal justice, health sciences, information technology and legal studies. In addition, South recently added a Master of Science in Professional Counseling. Trenholm State Community College has two Montgomery campuses and offers 35 occupational courses. At the Patterson campus' $4 million state-of-the-art advanced manufacturing center, students can earn a two-year degree in automotive manufacturing technology and two additional short-term certificates in advanced manufacturing. Troy University's Montgomery Campus is one of Troy's larger campuses. The staff is dedicated primarily to serving the "nontraditional" student, who is often a working adult. Evening, weekend, online and blended classes are available. U.S. News and World Report ranks Troy University among the South's top universities.

Medical and Health Services

The County is the site of four hospitals, all of which are located in the City of Montgomery. Baptist Medical Center East is a 150-bed acute care facility, offering a full range of general medical, surgical and specialty care services. Baptist Medical Center South is a 454-bed, not-for-profit; faith basted acute care facility, offering cardiovascular, orthopedic, neurology and surgical services, and a variety of specialized services. Jackson Hospital and Clinic is a 344-bed community not-for-profit facility, offering cardiac, cancer, neurosciences, orthopedics, and women's and children's care, along with 24-hour emergency services. Central Alabama Veterans Health Care System West Campus is a 45-bed facility, offering medical, surgical, and quality of life needs to Veterans; including treatment for traumatic brain injuries, post-traumatic stress disorder, suicide prevention, women Veterans, outpatient clinics, telemedicine, and other services. In addition, the County has twelve nursing home, long-term care and rehabilitation facilities, and senior housing communities, all located in the City of Montgomery. The County also has nine mental and behavior health facilities.

Park and Recreational Facilities

There are many recreational and cultural activities to be enjoyed within Montgomery County. The City of Montgomery has 19 city parks that cover more than 400 acres. Lagoon Park Golf Course is a par-72 championship course that is open year-round. Montgomery's Riverwalk Stadium is home to the Montgomery Biscuits, a Southern League affiliate of the Tampa Bay Devil Rays baseball team. The Civil War and the civil-rights movement provide many sites for tourists, from the First White House of the Confederacy to the Dexter Avenue King Memorial Baptist Church. Both Jefferson Davis and Martin Luther King, Jr. gave historic speeches from the front of the state capitol building. Other sites of interest in the county include museums dedicated to such diverse figures as Hank Williams, Sr., Rosa Parks, and F. Scott and Zelda Fitzgerald. The County is also home to the Alabama Shakespeare Festival, which draws more than 300,000 visitors annually from all over the world. The Montgomery Museum of Fine Arts is located next to the Shakespeare Festival within the Winton M. Blount Cultural Park and contains paintings from such artists as Rembrandt, Goya and John Singer Sargent. The Montgomery Zoo features animals from all of the world's continents and also includes a miniature train, a playground, and dining facilities.

Housing

According to the 1990 Census, the median value of homes in Montgomery County was $62,500, and in the State of Alabama was $53,100. According to the 2000 Census, the median value of homes in Montgomery County was $87,700, and in the State of Alabama was $85,100. According to the 2010 Census, the median value of homes in Montgomery County was $121,000, and in the State of Alabama was $117,600. According to the 2014-2018 American Community Survey, the median value of homes in Montgomery County was $127,500, and in the State of Alabama was $137,200.

Utilities

Electricity is supplied to the residents of the County by Alabama Power Company and PowerSouth Energy Cooperative. Natural gas service is supplied by Alabama Gas Corporation (Alagasco) and The Southeast Alabama Gas District (SEAGD). Water and sewer services are supplied by the Montgomery Water Works and Sanitary Sewer Board. Telecommunication services are supplied by AT&T, CenturyLink, Converged Networks, Level 3, Spectrum Business Enterprise, WOW!, and other major telecommunications companies.

Motor Freight Service

The County has a number of motor freight companies located in the City of Montgomery in close proximity to U.S. Interstates 65 and 85.

River Transportation

The Tallapoosa and Alabama Rivers form Montgomery County's northern boundaries with Autauga and Elmore counties. The Tallapoosa River runs 265 miles from the southern end of the Appalachian Mountains in Georgia southward and westward into Alabama. It is formed by the confluence of McClendon Creek and Mud Creek in Paulding County, Georgia. The Tallapoosa joins the Coosa River about 10 miles northeast of Montgomery near Wetumpka to form the Alabama River. The Alabama River flows west to Selma, then southwest uniting with the Tombigbee, forming the Mobile and Tensaw rivers, which discharge into Mobile Bay.

Rail Transportation

Montgomery County is served by CSX Transportation and provides links to major rail terminals.

Commercial Air Service

The nearest commercial airline service is available at Montgomery Regional Airport (Dannelly Field) located approximately 7 miles southwest of the City of Montgomery. The airport is owned by the Montgomery Airport Authority and covers an area of approximately 1,907 acres. The airport has two lighted runways (9,020 feet and 4,011 feet), one 100 foot helipad, and is used for general and military aviation. The airline companies that use the airport and their destinations include, American Eagle (Charlotte, NC and Dallas/Ft. Worth, TX), Delta Connection (Atlanta, GA), and U.S. Airways Express (Charlotte, NC).

APPENDIX B

Audited Financial Statements of Montgomery County for the fiscal year ended September 30, 2019

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APPENDIX C

Form of Opinion of Bond Counsel Regarding Series 2021-A Warrants

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_________, 2021

Montgomery County, Alabama
Montgomery, Alabama

Stifel, Nicolaus & Company, Incorporated
Montgomery, Alabama

Liberty Bank
Montgomery, Alabama

Regions Bank
Birmingham, Alabama

Gentlemen:

We have acted as bond counsel in connection with the issuance by Montgomery County, Alabama (the "Issuer") of its $_________ General Obligation Refunding Warrants, Series 2021-A, dated _______, 2021 (the "Series 2021-A Warrants"). Aside from proceeds of the Series 2021-A Warrants applied to pay costs of issuance of the Series 2021-A Warrants, the proceeds of the Series 2021-A Warrants shall be applied for the purposes of (i) redeeming and retiring, on a current basis, the County's outstanding General Obligation Refunding Warrants, Series 2010-A (the "Series 2010-A Warrants"), (ii) redeeming and retiring, on a current basis, the outstanding Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2012 (the "Series 2012 PBA Warrants"), issued by the Montgomery County Public Building Authority (the "Authority"), and (iii) paying the costs of certain public capital improvements within the County (the "Capital Improvements"). The Series 2021-A Warrants are being issued pursuant to a resolution adopted by the governing body of the Issuer on March __, 2021 (the "Warrant Resolution"). Regions Bank, Birmingham, Alabama (the "Registrar") is acting as paying agent and registrar with respect to the Series 2021-A Warrants pursuant to a Registrar Agreement dated as of _______, 2021 (the "Registrar Agreement").

In our capacity as bond counsel, we have examined such provisions of law and a transcript of such proceedings of the Issuer and other documents and certificates (including, without limitation, the Warrant Resolution and the Registrar Agreement) relating to the Series 2021-A Warrants (the "Transcript") as we have deemed necessary to render this opinion. We have not examined the executed Series 2021-A Warrants, but have been furnished certificates by the Issuer and the Registrar respecting their due execution, authentication and delivery.

Based on such examination, we are of the opinion, under the law existing on the date of this opinion, that:

1. The Series 2021-A Warrants have been validly authorized, executed and delivered pursuant to applicable provisions of the Constitution and laws of the State of Alabama (the "State"), are in due and legal form and constitute valid and binding orders on the County Administrator of the Issuer for the payment thereof as therein provided.

2. The indebtedness ordered paid by the Series 2021-A Warrants is a valid and binding general obligation of the Issuer, and the Issuer has irrevocably pledged its full faith and credit to the payment of the principal of, premium, if any, and interest on the Series 2021-A Warrants.

3. The interest on the Series 2021-A Warrants is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Moreover, such interest is not an item of tax preference under Section 57 of the Code for purposes of the federal alternative minimum tax. Other than the matters discussed in this paragraph, we express no opinion regarding other federal income tax consequences caused by the receipt or accrual of interest on the Series 2021-A Warrants.

4. Interest on the Series 2021-A Warrants is exempt from income taxation in the State.

We express no opinion regarding the tax consequences arising with respect to the Series 2021-A Warrants other than as expressly set forth herein.

In giving the foregoing opinions with respect to the treatment of the interest on the Series 2021-A Warrants and the status of the Series 2021-A Warrants under the tax laws, we have assumed and relied upon compliance with the Issuer's covenants and the accuracy of the Issuer's representations and certifications contained in the Transcript. The accuracy of those representations and certifications, which we have not independently verified, and the Issuer's compliance with those covenants, may be necessary for the interest on the Series 2021-A Warrants to be and remain excluded from gross income for federal income tax purposes and for the other tax effects stated above. Failure to comply with certain requirements subsequent to issuance of the Series 2021-A Warrants could cause interest thereon to be included in gross income for federal income tax purposes.

It is to be understood that the rights of the owners of the Series 2021-A Warrants and the enforceability thereof are subject to all applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted (including, without limitation, the provisions of Chapter 9 of the United States Bankruptcy Code, as amended), and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or that may hereafter occur.

Respectfully submitted,

GILPIN GIVHAN, PC

APPENDIX D

Form of Opinion of Bond Counsel Regarding the Series 2021-B Warrants

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___________, 2021

Montgomery County, Alabama
Montgomery, Alabama

Stifel, Nicolaus & Company, Incorporated
Montgomery, Alabama

Liberty Bank
Montgomery, Alabama

Regions Bank
Birmingham, Alabama

Gentlemen:

We have acted as bond counsel in connection with the issuance by Montgomery County, Alabama (the "Issuer") of its $________ General Obligation Refunding Warrants (Federally Taxable), Series 2021-B, dated _______, 2021 (the "Series 2021-B Warrants"). Aside from proceeds of the Series 2021-B Warrants applied to pay costs of issuance of the Series 2021-B Warrants, the proceeds of the Series 2021-B Warrants shall be applied for the purpose of redeeming and retiring, on an advance basis, a portion of the Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2014 (the "Series 2014 PBA Warrants") issued by The Montgomery County Public Building Authority. The Series 2021-B Warrants are being issued pursuant to a resolution adopted by the governing body of the Issuer on March __, 2021 (the "Warrant Resolution"). Regions Bank, Birmingham, Alabama (the "Registrar") is acting as paying agent and registrar with respect to the Series 2021-B Warrants pursuant to a Registrar Agreement dated as of _________, 2021 (the "Registrar Agreement").

In our capacity as bond counsel, we have examined such provisions of law and a transcript of such proceedings of the Issuer and other documents and certificates (including, without limitation, the Warrant Resolution and the Registrar Agreement) relating to the Series 2021-B Warrants (the "Transcript") as we have deemed necessary to render this opinion. We have not examined the executed Series 2021-B Warrants, but have been furnished certificates by the Issuer and the Registrar respecting their due execution, authentication and delivery.

Based on such examination, we are of the opinion, under the law existing on the date of this opinion, that:

1. The Series 2021-B Warrants have been validly authorized, executed and delivered pursuant to applicable provisions of the Constitution and laws of the State of Alabama (the "State"), are in due and legal form and constitute valid and binding orders on the County Administrator of the Issuer for the payment thereof as therein provided.

2. The indebtedness ordered paid by the Series 2021-B Warrants is a valid and binding general obligation of the Issuer, and the Issuer has irrevocably pledged its full faith and credit to the payment of the principal of, premium, if any, and interest on the Series 2021-B Warrants.

3. The interest on the Series 2021-B Warrants will not be excludable from gross income of the recipients thereof for federal tax purposes.

4. Interest on the Series 2021-B Warrants is exempt from income taxation in the State.

We express no opinion regarding the tax consequences arising with respect to the Series 2021-B Warrants other than as expressly set forth herein.

It is to be understood that the rights of the owners of the Series 2021-B Warrants and the enforceability thereof are subject to all applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted (including, without limitation, the provisions of Chapter 9 of the United States Bankruptcy Code, as amended), and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or that may hereafter occur.

Respectfully submitted,
GILPIN GIVHAN, PC

APPENDIX E

Form of Disclosure Dissemination Agent Agreement

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DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated the date of the Warrants (hereinafter defined), is executed and delivered by Montgomery County, Alabama (the "County") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Warrants (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Warrants in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the County through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the County or anyone on the County's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the County and notes thereto, prepared in accordance with generally accepted accounting principles ("GAAP").

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the County and include the full name of the Warrants and the 9-digit CUSIP numbers for all Warrants to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the County pursuant to Section 9 hereof.

"Disclosure Representative" means the County Administrator of the County or his or her designee, or such other person as the County shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the County's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect

Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Warrants (including persons holding Warrants through nominees, depositories or other intermediaries) or (b) treated as the owner of any Warrants for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the County, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Warrants (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the County in connection with the Warrants, as listed on Appendix A.

"Trustee" means the institution, if any, identified as such or as paying agent in the document under which the Warrants were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

"Warrants" means the warrants as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

SECTION 2. Provision of Annual Reports.

(a) The County shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than 270 days after the end of each fiscal year of the County, commencing with the fiscal year ending September 30, 2020. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the County of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual

Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the County will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the County irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the County are not available prior to the Annual Filing Date, the County shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy of the same to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the County pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the Obligated Person;"

13. "Merger, consolidation, or acquisition of the Obligated Person, if material;"

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the County pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in Obligated Person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "derivative or other similar transaction;" and

11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the County pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the County evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The County may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the following financial and statistical information found in the tables of Appendix A to the Official Statement:

1. the assessed value of all taxable property within the County for the previous fiscal year;

2. total ad valorem tax collections for the previous fiscal year;

3. largest ad valorem taxpayers for the previous fiscal year as provided in Appendix A of the Official Statement;

4. total sales and use tax collections for the previous fiscal year;

5. a list of the outstanding principal amounts of all general obligation indebtedness of the County as of the end of the previous fiscal year;

6. a statement of revenues, expenditures and changes in fund balances for the County's general fund for the previous fiscal year; and

7. the County's General Fund budget for the then current fiscal year.

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with **Generally Accepted Accounting Principles** as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

(c) Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an "Obligated Person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Warrants constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Warrants, or other material events affecting the tax status of the Warrants;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Warrants, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

    Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

The County shall, in a timely manner not in excess of eight business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the County or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the County determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the County as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall, within two business days of receiving such instruction (but in no event later than the tenth business day after the occurrence of the Notice Event), file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the County shall indicate the full name of the Warrants and the 9-digit CUSIP numbers for the Warrants as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The County acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the County, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The County acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The County may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the County as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The County may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the County as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the County is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the County and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Warrants upon the legal defeasance, prior redemption or payment in full of all of the Warrants, when the County is no longer an Obligated Person with respect to the Warrants, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The County has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The County may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the County or DAC, the County agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Warrants. Notwithstanding any replacement or appointment of a successor, the County shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the County.

SECTION 10. Remedies in Event of Default. In the event of a failure of the County or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Warrants or under any other document relating to the Warrants, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the County has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the County and shall not be deemed to be acting in any fiduciary capacity for the County, the Holders of the Warrants or any other party. The Disclosure Dissemination Agent shall have no responsibility for the County's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the County has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the County at all times.

The obligations of the County under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Warrants.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the County.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the County and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the County and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Warrants and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the County or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the County. No such amendment shall become effective if the County shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Trustee of the Warrants, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Warrants, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the County have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By:____
Name: ____
Title: ____

MONTGOMERY, ALABAMA
as County

By:____
Name: Elton N. Dean, Sr.
Title: Chairman

Attest:

By:____
Name: Florence M. Cauthen
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF WARRANTS

Name of County	Montgomery County, Alabama
Obligated Person(s)	Montgomery County, Alabama
Name of Bond Issue:	$______ General Obligation Refunding Warrants, Series 2021-A
Date of Issuance:	__________, 2021
Date of Official Statement	__________, 2021

CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
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CUSIP Number:

Name of County	Montgomery County, Alabama
Obligated Person(s)	Montgomery County, Alabama
Name of Bond Issue:	$______ General Obligation Refunding Warrants (Federally Taxable), Series 2021-B
Date of Issuance:	________, 2021
Date of Official Statement	________, 2021

CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

County: ____________________________________

Obligated Person: ____________________________________

Name(s) of Bond Issue(s): ____________________________________

Date(s) of Issuance: ____________________________________

Date(s) of Disclosure Agreement: ____________________________________

CUSIP Number: ____________________________________

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report with respect to the above-named Warrants as required by the Disclosure Agreement between the County and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The County has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____________].

Dated: _____________________________

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the County

____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

County's and/or Other Obligated Person's Name:

____

County's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the Warrants to which this event notice relates:

____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1.______"Principal and interest payment delinquencies;"
2.______"Non-Payment related defaults, if material;"
3.______"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4.______"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5.______"Substitution of credit or liquidity providers, or their failure to perform;"
6.______"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7.______"Modifications to rights of securities holders, if material;"
8.______"Bond calls, if material;"
9.______"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Tender offers;"
13._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14._____"Merger, consolidation, or acquisition of the obligated person, if material;"
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material"
16._____"Incurrence of a Financial Obligation of an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an obligated person, any of which affect security holders, if material"; and
17. _____"default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."
18. ____ Failure to provide annual financial information as required.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature:

____

Name: ______________________________ Title: ______________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: ______________________________

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the County and DAC.

County's and/or Other Obligated Person's Name:

____

County's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the Warrants to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1.______"amendment to continuing disclosure undertaking;"
2.______"change in obligated person;"
3.______"notice to investors pursuant to bond documents;"
4.______"certain communications from the Internal Revenue Service;"
5.______"secondary market purchases;"
6.______"bid for auction rate or other securities;"
7.______"capital or other financing plan;"
8.______"litigation/enforcement action;"
9.______"change of tender agent, remarketing agent, or other on-going party;"
10._____"derivative or other similar transaction;" and
11._____"other event-based disclosures."

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature:

____

Name: ______________________________Title: ______________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: ________________________

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the County and DAC.

County's and/or Other Obligated Person's Name:

____

County's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the Warrants to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1.______"quarterly/monthly financial information;"
2.______"change in fiscal year/timing of annual disclosure;"
3.______"change in accounting standard;"
4.______"interim/additional financial information/operating data;"
5.______"budget;"
6.______"investment/debt/financial policy;"
7.______"information provided to rating agency, credit/liquidity provider or other third party;"
8.______"consultant reports;" and
9.______"other financial/operating data."

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature:

____

Name: ___________________________________Title: ______________________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _______________________________

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated the date of the Warrants (hereinafter defined), is executed and delivered by Montgomery County, Alabama (the "County") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Warrants (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Warrants in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the County through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the County or anyone on the County’s behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the County and notes thereto, prepared in accordance with generally accepted accounting principles ("GAAP").

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the County and include the full name of the Warrants and the 9-digit CUSIP numbers for all Warrants to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the County pursuant to Section 9 hereof.

"Disclosure Representative" means the County Administrator of the County or his or her designee, or such other person as the County shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the County's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Warrants (including persons holding Warrants through nominees, depositories or other intermediaries) or (b) treated as the owner of any Warrants for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the County, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Warrants (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the County in connection with the Warrants, as listed on Appendix A.

"Trustee" means the institution, if any, identified as such or as paying agent in the document under which the Warrants were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

"Warrants" means the warrants as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

SECTION 2. Provision of Annual Reports.

(a) The County shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than 270 days after the end of each fiscal year of the County, commencing with the fiscal year ending September 30, 2020. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the County of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the County will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the County irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the County are not available prior to the Annual Filing Date, the County shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy of the same to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the County pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the Obligated Person;"

13. "Merger, consolidation, or acquisition of the Obligated Person, if material;"

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the County pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in Obligated Person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "derivative or other similar transaction;" and

11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the County pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the County evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The County may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. <u>Content of Annual Reports</u>.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the following financial and statistical information found in the tables of Appendix A to the Official Statement:

1. the assessed value of all taxable property within the County for the previous fiscal year;

2. total ad valorem tax collections for the previous fiscal year;

3. largest ad valorem taxpayers for the previous fiscal year as provided in Appendix A of the Official Statement;

4. total sales and use tax collections for the previous fiscal year;

5. a list of the outstanding principal amounts of all general obligation indebtedness of the County as of the end of the previous fiscal year;

6. a statement of revenues, expenditures and changes in fund balances for the County's general fund for the previous fiscal year; and

7. the County's General Fund budget for the then current fiscal year.

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with **Generally Accepted Accounting Principles** as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the County is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

(c) Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an "Obligated Person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Warrants constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Warrants, or other material events affecting the tax status of the Warrants;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Warrants, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

    Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the

Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

The County shall, in a timely manner not in excess of eight business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the County or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the County determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the County as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall, within two business days of receiving such instruction (but in no event later than the tenth business day after the occurrence of the Notice Event), file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the County shall indicate the full name of the Warrants and the 9-digit CUSIP numbers for the Warrants as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The County acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the County, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The County acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The County may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the County as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The County may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the County as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the County is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the County and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Warrants upon the legal defeasance, prior redemption or payment in full of all of the Warrants, when the County is no longer an Obligated Person with respect to the Warrants, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The County has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The County may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the County or DAC, the County agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Warrants. Notwithstanding any replacement or appointment of a successor, the County shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the County.

SECTION 10. Remedies in Event of Default. In the event of a failure of the County or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Warrants or under any other document relating to the Warrants, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the County has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the County and shall not be deemed to be acting in any fiduciary capacity for the County, the Holders of the Warrants or any other party. The Disclosure Dissemination Agent shall have no responsibility for the County's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the County has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the County at all times.

The obligations of the County under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Warrants.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the County.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the County and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the County and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Warrants and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the County or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the County. No such amendment shall become effective if the County shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Trustee of the Warrants, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Warrants, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the County have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:____________________________________
Name: __________________________________
Title: __________________________________

MONTGOMERY, ALABAMA
as County

By:____________________________________
Name: Elton N. Dean, Sr.
Title: Chairman

Attest:

By:____________________________________
Name: Florence M. Cauthen
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF WARRANTS

Name of County	Montgomery County, Alabama
Obligated Person(s)	Montgomery County, Alabama
Name of Bond Issue:	$______ General Obligation Refunding Warrants, Series 2021-A
Date of Issuance:	__________, 2021
Date of Official Statement	__________, 2021

CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
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Name of County	Montgomery County, Alabama
Obligated Person(s)	Montgomery County, Alabama
Name of Bond Issue:	$______ General Obligation Refunding Warrants (Federally Taxable), Series 2021-B
Date of Issuance:	________, 2021
Date of Official Statement	________, 2021

CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:
CUSIP Number:

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

County: ________________________________

Obligated Person: ________________________________

Name(s) of Bond Issue(s): ________________________________

Date(s) of Issuance: ________________________________

Date(s) of Disclosure Agreement: ________________________________

CUSIP Number: ________________________________

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report with respect to the above-named Warrants as required by the Disclosure Agreement between the County and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The County has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by ______________].

Dated: ______________________________

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the County

____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

County’s and/or Other Obligated Person’s Name:

____

County’s Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the Warrants to which this event notice relates:

____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;"
9._____"Defeasances;"
10.____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11.____"Rating changes;"
12.____"Tender offers;"
13.____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14.____"Merger, consolidation, or acquisition of the obligated person, if material;"
15.____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material"
16.____"Incurrence of a Financial Obligation of an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an obligated person, any of which affect security holders, if material"; and
17. _____"default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."
18. ____ Failure to provide annual financial information as required.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature:

____

Name: ______________________________Title: _____________________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _________________________

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the County and DAC.

County's and/or Other Obligated Person's Name:

____

County's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the Warrants to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1._____"amendment to continuing disclosure undertaking;"
2._____"change in obligated person;"
3._____"notice to investors pursuant to bond documents;"
4._____"certain communications from the Internal Revenue Service;"
5._____"secondary market purchases;"
6._____"bid for auction rate or other securities;"
7._____"capital or other financing plan;"
8._____"litigation/enforcement action;"
9._____"change of tender agent, remarketing agent, or other on-going party;"
10.____"derivative or other similar transaction;" and
11.____"other event-based disclosures."

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature:

____

Name: ______________________________Title: ________________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _________________________

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the County and DAC.

County's and/or Other Obligated Person's Name:

____

County's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the Warrants to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1._____"quarterly/monthly financial information;"
2._____"change in fiscal year/timing of annual disclosure;"
3._____"change in accounting standard;"
4._____"interim/additional financial information/operating data;"
5._____"budget;"
6._____"investment/debt/financial policy;"
7._____"information provided to rating agency, credit/liquidity provider or other third party;"
8._____"consultant reports;" and
9._____"other financial/operating data."

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature:

____

Name: ______________________________Title: ______________________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _________________________

REGISTRAR AGREEMENT

THIS REGISTRAR AGREEMENT (this "Agreement") is made and entered into as of _________, 2021, and under the circumstances summarized in the following recitals, by and between **Regions Bank**, a state banking association authorized to accept and execute trusts of the character herein set out, with an office for executing the trusts herein set out being located in the City of Birmingham, Alabama, its successors and assigns (the "Registrar" or the "Bank," as applicable), and the **Montgomery County, Alabama**, a municipal corporation existing under the laws of the State of Alabama, (the "County"), in connection with the issuance and servicing of the County's:

A. By Resolution passed by the Montgomery County Commission (the "County Commission") on _________, 2021 (the "Warrant Resolution"), a certified copy of which has been delivered to the Registrar, the County has authorized the issuance and sale of the Warrants. To the extent capitalized terms are not defined in this Agreement, such terms shall have the same meaning as may be ascribed to such terms in the Warrant Resolution.

B. By the Warrant Resolution, the County has appointed the Registrar as its agent to act as registrar, transfer agent and paying agent for and in connection with the Warrants, and has authorized and directed the Registrar to keep all the books and records necessary for registration, exchange and transfer of the Warrants (herein, collectively, the "Register").

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the County and the Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Warrants:

(a) The County shall deliver or cause to be delivered to the Registrar not later than one (1) business day prior to the day set for delivery of the Warrants to the original purchaser thereof (the "Closing"):

(i) forms of the Warrants with appropriate blank spaces to be completed (the "Warrant Forms"), in sufficient number to provide Warrants for delivery at the Closing and for future exchanges and transfers, such number to be agreed upon by the County and the Registrar;

(ii) the names and addresses of the registered owners of the Warrants (the "Owners"), the principal amounts of the Warrants, and any other information needed to complete the Warrant Forms to be delivered at the Closing; and

(iii) a completed Request to Register and Deliver in the form attached as **Exhibit A** hereto.

(b) The Registrar shall complete the Warrants to be delivered at the Closing by inserting the appropriate information into the Warrant Forms and shall record the names and addresses of the Owners in the Register, all so as to permit delivery of those Warrants at the time and place of the Closing.

(c) At or prior to the Closing, as shall be directed in the Request to Register and Deliver referred to above, the Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Registrar and approved by the County, shall sign the Registration Certificate on each of the Warrants to be delivered at the Closing.

(d) The Registrar shall on behalf of the County deliver those Warrants in accordance with the instructions in that Request to Register and Deliver.

Section 2. The Registrar shall hold in safekeeping the Warrant Forms delivered to it by the County and not delivered at the Closing, as set forth in the form of Registrar's Certificate attached as **Exhibit B** hereto, and shall notify the County of any need for additional Warrant Forms in sufficient time to permit an adequate supply to be available for exchange or transfer.

Section 3. So long as any of the Warrants remain outstanding, the Registrar shall keep and maintain the Register at its corporate trust office in Birmingham, Alabama. On the Register it shall maintain a current and accurate record of the names and addresses of the Owners, and shall perform, without limitation, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Warrants, all in accordance with this Agreement, the Warrant Resolution and any applicable requirements of Alabama law and of Section 149(a) of the Internal Revenue Code of 1986, as amended, and the regulations, proposed regulations and rulings thereunder.

Section 4. In accordance with the Warrant Resolution, the Registrar shall:

(a) Exchange or transfer Warrants upon presentation and surrender at the corporate trust office of the Registrar in Birmingham, Alabama, accompanied by a written instrument of transfer or exchange or by an assignment duly executed by the Owner or Owners thereof or its or their duly authorized attorney, in form and with guaranty of signature satisfactory to the Registrar. Upon proper presentation for transfer or exchange, the County shall execute one or more new Warrants of any authorized denomination or denominations requested by the Owner or transferee equal in the aggregate to the unmatured principal amount of the Warrants surrendered and bearing interest at the same rate and maturing on the same date; and the Registrar shall execute the Registration Certificate thereon and deliver the same to the transferee or the party requesting exchange, as the case may be.

(b) Record the exchange or transfer of any Warrant on the Register.

(c) Complete the transfer or exchange, completion, registration and delivery of the new Warrants in accordance with the standards and conditions applicable to registered securities established in the Securities and Exchange Commission regulations appearing as 17 CFR §240.17Ad-1 and -2, as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

Section 5. Every exchange or transfer of the Warrants shall be made without charge to the Owners, except that the County and Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer.

Section 6. The Registrar shall not be required to accept for transfer or exchange any Warrant (a) during the 15 days next preceding any interest payment date, (b) during the 45 days next preceding a redemption date as of which that Warrant shall have been duly called (in whole or in part) for redemption, and (c) at any time, unless accompanied by payment of any tax or other governmental charge payable in connection with such transfer or exchange.

Section 7. In the event any Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (i) any mutilated Warrant is surrendered to the Registrar, or the County and the Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the County and the Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Registrar that such Warrant has been acquired by a bona fide purchaser, the County will execute and upon its request the Registrar will authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding. Upon the issuance of any new Warrant in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Section 8. Any Warrant surrendered to the Registrar for payment, retirement, exchange, replacement or transfer shall be canceled by the Registrar. The County may at any time deliver to the Registrar for cancellation any previously delivered Warrants that the County may have acquired in any manner whatsoever, and those Warrants shall be promptly canceled by the Registrar. Upon request by the County, written reports of the surrender and cancellation of any Warrants shall be made to the County Administrator by the Registrar.

Section 9. The Registrar shall retain and store the Register for seven years after payment of all of the Warrants.

Section 10.

(a) On or before the date of Closing, the Registrar, pursuant to the County's Request to Register and Deliver, shall establish a fund entitled "Montgomery County General Obligation Refunding Warrants, Series 2021-A Warrant Fund" (the "Series 2021-A Warrant Fund"). The proceeds of sale of the Series 2021-A Warrants, except for (i) those funds which shall be deposited into the Series 2021-A Capital Improvements Fund (as defined below), and (ii) costs of issuance, which shall be deposited into the Series 2021-A Issuance Expense Account (as defined below), shall be paid over to the Bank, as Paying Agent under this Agreement, and applied as directed by the County in this Agreement, Request to Register and Deliver, and the Closing Memorandum dated _________, 20___ (the "Closing Memorandum"). Any accrued interest received at closing relating to the Series 2021-A Warrants shall be deposited in the Series 2021-A Warrant Fund to be used to pay debt service on the Series 2021-A Warrants.

(b) On or before the date of Closing, the Registrar, pursuant to the County's Request to Register and Deliver, shall establish a fund entitled "Montgomery County General Obligation Refunding Warrants (Federally Taxable), Series 2021-B Warrant Fund" (the "Series 2021-B Warrant Fund"). The proceeds of sale of the Series 2021-B Warrants, except for costs of issuance, which shall be deposited into the Series 2021-B Issuance Expense Account (as defined below), shall be paid over to the Bank, as Paying Agent under this Agreement, and applied as directed by the County in this Agreement, Request to Register and Deliver, and the Closing Memorandum. Any accrued interest received at closing relating to the Series 2021-B Warrants shall be deposited in the Series 2021-A Warrant Fund to be used to pay debt service on the Series 2021-B Warrants.

(c) On or before the date of Closing, the Registrar, pursuant to the County’s Request to Register and Deliver, shall establish a special account the full name of which shall be the Montgomery

County General Obligation Refunding Warrants, Series 2021-A Capital Improvements Fund (the "Series 2021-A Capital Improvements Fund"). The Series 2021-A Capital Improvements Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended for the purposes set forth in the Warrant Resolution. The Bank shall be the depository for the Series 2021-A Capital Improvements Fund. The County shall be required to submit an executed Requisition and Payment Request substantially in the form of **Exhibit C** or such other form as deemed satisfactory to the Registrar, in order to withdraw any moneys on deposit in the Series 2021-A Capital Improvements Fund. The Chairman and County Administrator, or such other persons as may be designated such by the Chairman, are considered authorized County Representatives that may submit an executed Requisition and Payment Request.

(d) On or before the date of Closing, the Registrar, pursuant to the County's Request to Register and Deliver, shall establish a special account the full name of which shall be the Montgomery County General Obligation Refunding Warrants, Series 2021-A Issuance Expense Account (the "Series 2021-A Issuance Expense Account"). The Series 2021-A Issuance Expense Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. The Bank shall be the depository for the Series 2021-A Issuance Expense Account. The Chairman, the County Administrator, or any other person designated in writing by the Chairman or County Administrator are hereby authorized and directed to cause the costs of issuance of the Series 2021-A Warrants to be paid from the Series 2021-A Issuance Expense Account. On that date that is 90 days from the date of issuance, or earlier if requested by the County, amounts, if any, remaining in the Series 2021-A Issuance Expense Account shall be deposited in the Series 2021-A Capital Improvements Fund.

(e) On or before the date of Closing, the Registrar, pursuant to the County's Request to Register and Deliver, shall establish a special account the full name of which shall be the Montgomery County General Obligation Refunding Warrants (Federally Taxable), Series 2021-B Issuance Expense Account (the "Series 2021-B Issuance Expense Account"). The Series 2021-B Issuance Expense Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. The Bank shall be the depository for the Series 2021-B Issuance Expense Account. The Chairman, the County Administrator, or any other person designated in writing by the Chairman or County Administrator are hereby authorized and directed to cause the costs of issuance of the Series 2021-B Warrants to be paid from the Series 2021-B Issuance Expense Account. On that date that is 90 days from the date of issuance, or earlier if requested by the County, amounts, if any, remaining in the Series 2021-B Issuance Expense Account shall be deposited in the Series 2021-B Warrant Fund.

(f) During any time that moneys are on deposit in any account of the Series 2021-A Warrant Fund, Series 2021-B Warrant Fund, Series 2021-A Capital Improvements Fund, the Series 2021-A Issuance Expense Account or the Series 2021-B Issuance Expense Account (collectively, the "Special Funds"), and so long as the County shall not be in default of the terms hereof or of the Warrant Resolution, the County may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments (as this term is defined in the Warrant Resolution), any and all of the moneys in the Special Funds; provided, that, each such investment shall mature not later than the Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the respective Special Funds, and shall be held for the moneys so invested to the same extent as if they were moneys on deposit in the respective fund or account. The County may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the respective fund or account. Each depository for the Special Funds shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it either in a resolution adopted by the County Commission or any order signed by the Chairman or the County Administrator of the County.

Section 11. The principal of and premium, if any, and interest on the Warrants shall be paid by the Registrar in lawful money of the United States of America without deduction for its services. Principal of and premium, if any, on a Warrant shall be paid only upon presentation and surrender thereof at the corporate trust office in Birmingham, Alabama of the Registrar as paying agent. Interest payable on a Warrant on each other Interest Payment Date shall be paid by check or draft mailed by the Registrar to the person in whose name that Warrant was registered on the Register as of the close of business on the date that is fifteen (15) days immediately preceding such Interest Payment Date, at the address appearing therein. Such payments shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). The Registrar shall pay the principal of, premium, if any, and interest on the Warrants in accordance with the Warrant Resolution, but only from moneys deposited by the County in the Warrant Fund held by the Registrar for that purpose. The County will be required to transfer to the applicable Warrant Fund for each series of the Warrants, on or before the business day next preceding each March 1 and September 1 (an "Interest Payment Date"), commencing with the business day next preceding September 1, 2021, an amount equal to the sum of (i) the installment of interest that will mature with respect to the Warrants on the then next succeeding interest payment date, plus (ii) the principal, if any, of the Warrants that will mature on the then next succeeding Interest Payment Date.

Section 12. The Registrar agrees to undertake the duties and obligations and to perform all services contemplated to be performed under this Agreement. For these services, the County shall pay the Registrar in accordance with the schedule of fees attached hereto as **Exhibit D**. The County may, without creating a default hereunder, and after making provision for the payment of the same, contest in good faith the necessity for any extraordinary services performed or extraordinary expenses incurred by the Registrar and the reasonableness of any such expenses or of any fees or charges for such services.

Section 13.

(a) In the absence of bad faith on its part in the performance of its services under this Agreement, the Registrar shall be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

(b) All duties of the Bank as paying agent under this Agreement are subject to the following terms and conditions:

(i) The Bank is not a party to any Warrant.

(ii) The duties of the Bank hereunder are ministerial in nature.

(iii) The Bank shall accept cash deposits from County to be used as the source of funds to be paid out by the Bank hereunder. All deposits are warranted by the County to be valid deposits. The Bank is not responsible in any manner for causing deposits to be made to it.

(iv) The Bank shall be protected in relying and acting upon any written notice, request, instruction, consent, receipt or other paper or document, including but not limited to making disbursements or acquiring investments, signed by a representative of the County which the Bank in good faith believes to be genuine and the Bank shall not be liable for any error or judgment, or for any act done or omitted by it in good faith.

(v) The Bank is authorized to and may consult with, and obtain advice from, legal counsel in the event any dispute, conflict or question arises as to its duties hereunder; and shall be reimbursed by the County and, except for funds held in the Warrant Fund, also may use funds held by it for payment of all costs so incurred and shall incur no liability and shall be fully protected for acting in good faith in accordance with the written opinion and instructions of such counsel. Copies of all such opinions shall be made available to the County upon request.

(vi) The Bank shall make payment to or for, or deliver documents to a warrant holder or other person only if in its judgment such payment or delivery may be made under the terms of this Agreement without its incurring any liability. If conflicting demands not expressly provided for in this Agreement are made or notices served upon it with respect to its action or omission under this Agreement, it shall have the absolute right to elect to do either or both of the following: (i) withhold and stop all future actions or omissions on its part with respect to that matter, or (ii) file an action in interpleader or for instructions or for a declaratory judgment for other relief and seek an order from any proper court requiring the parties to litigate in such court their conflicting claims and demands. In the event any such action is taken, the Bank shall be fully released and discharged from all obligations to perform any duties or obligations imposed upon it by this Agreement unless and until otherwise ordered by the Court; and County agrees that the funds on deposit at the Bank may be used to pay all costs, expenses, and reasonable attorney's fees expended or incurred by the Bank in connection therewith and promises to pay all such amounts and agrees that a judgment therefore shall be rendered against County by any such court in any such action.

Section 14. The Registrar may resign as Registrar at any time by giving 30 days' written notice of resignation to the County, by certified mail, return receipt requested. Such resignation shall take effect upon the later to occur of the expiration of such 30-day period or the date on which a successor Registrar shall have been appointed and qualified. The Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the County by the County Administrator and delivered to the Registrar. Upon the effectiveness of the resignation or removal, the Registrar shall deliver to the County or its successor, as directed by the County, (a) the Register, (b) all other records (or copies of those records) pertaining to the Warrants, (c) all Warrant Forms and (d) any canceled Warrants still held by the Registrar.

Section 15. The following provision shall be applicable with respect to notices under this Agreement:

Notice from one of the parties to the other under this Agreement shall be sufficient hereunder if it is contained in a writing mailed by first class mail postage prepaid to the County at the **Montgomery County Commission**, Post Office Box 1667, Montgomery, Alabama 36102, Attention: County Administrator, to the Registrar at **Regions Bank**, 1900 Fifth Avenue North, 26th Floor, Birmingham, Alabama 35203, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 16. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the County and the Registrar.

Section 17. If not sooner terminated, upon the expiration of one (1) year after the latest maturity date of the Warrants or the date on which all of the then outstanding Warrants shall have been duly called for redemption, the Bank, upon written request from the County, may release to it any funds deposited with it for payment of the Warrants and interest thereon, and upon doing that, this agreement shall be terminated and the Bank shall be discharged from any and all responsibilities, duties and liabilities to any holder of a Warrant and to the County under the terms hereof.

Section 18. The County may make appropriate arrangements for the Warrants (or any portion thereof) to be issued or held by means of a book-entry system administered by The Depository Trust Company ("DTC") with no physical distribution of Warrants made to the public (other than those Warrants, if any, not held under such book-entry system). References in this Section 18 to a Warrant or the Warrants shall be construed to mean the Warrant or the Warrants that are held under the book-entry system. In such event, one Warrant of each maturity shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Warrants in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and its participants (the "DTC Participants") pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Warrants. Beneficial ownership interests in the Warrants may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive Warrants representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Warrants. Transfers of ownership interests in the Warrants shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE WARRANTS, THE REGISTRAR SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE WARRANTS FOR ALL PURPOSES UNDER THIS WARRANT RESOLUTION AND THE REGISTRAR AGREEMENT, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE WARRANTS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION OR THE REGISTRAR AGREEMENT.

Payments of principal, interest, premium, if any, and purchase price with respect to the Warrants, so long as DTC is the only owner of the Warrants, shall be paid by the Registrar directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representations to DTC (the "Letter of Representations"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registrar shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (i) DTC determines not to continue to act as Securities Depository for the Warrants of any series or (ii) the County or the Registrar determines that the continuation of the book-entry system of evidence and transfer of ownership of the Warrants would adversely affect its interests or the interests of the Beneficial Owners of the Warrants, the County shall, at the request of the Registrar, discontinue the book-entry system with DTC with respect to the Warrants. If the County fails to identify another qualified Securities Depository to replace DTC, Registrar shall authenticate and deliver replacement Warrants in the form of fully registered Warrants pursuant to the written instructions of DTC.

THE COUNTY AND THE REGISTRAR SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE WARRANTS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE WARRANTS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE REGISTRAR AGREEMENT TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE WARRANTS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

In the event that a book-entry system of evidence and transfer of ownership of the Warrants is discontinued pursuant to the provisions of this Section, the Warrants shall be delivered solely as fully registered Warrants without coupons in the Authorized Denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions hereof. In the event that a book-entry system with respect to the Warrants is discontinued, such discontinuance shall be as to all Warrants then Outstanding.

The County shall not be limited to utilizing a book-entry system maintained by DTC but may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Registrar serving in the capacity of custodian) to provide for a book-entry or similar method for the registration and registration of transfer of all or a portion of the Warrants.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE AND TRANSFER OF OWNERSHIP OF ALL THE WARRANTS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THE REGISTRAR AGREEMENT RELATING TO THE DELIVERY OF PHYSICAL WARRANT CERTIFICATES WITH RESPECT TO THE WARRANTS SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM.

Section 19. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained herein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 20. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Alabama and for all purposes shall be governed by and construed in accordance with the laws of the State of Alabama. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity other than the County, the Registrar, and the registered owners of the Warrants any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of the County and the Registrar shall be for the sole and exclusive benefit of the County, the Registrar, and the owners of the Warrants. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

REGIONS BANK
Birmingham, Alabama

Dated:______________

By: ________________________________
T. Franklin Caley, Vice President

MONTGOMERY COUNTY, ALABAMA

Dated:_______________

By: ________________________________
Elton N. Dean, Sr., Chairman

EXHIBIT "A"

REQUEST TO REGISTER AND DELIVER

EXHIBIT "B"

REGISTRAR'S CERTIFICATE

EXHIBIT "C"

FORM OF REQUISITION AND PAYMENT REQUEST
FOR SERIES 2021-A WARRANTS

EXHIBIT "D"

Regions Bank

Corporate Trustee Services

Montgomery County, Alabama
General Obligation Refunding Warrants, Series 2021-A
And
General Obligation Refunding Warrants (Federally Taxable), Series 2021-B

Schedule of Fees

Escrow, Paying Agent, Registrar

[To Be Provided by Regions Bank]

The acceptance fees are payable at the closing of this transaction. Thereafter, the annual fees and any expenses are billed in advance as of November 1 each year.

The above-mentioned fees are basic charges and do not include out-of-pocket expenses, which are billed in addition to the regular charges as required. Out-of-pocket expenses shall include, but are not limited to: telephone tolls, stationary, travel and postage expenses

Charges for performing any extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule are determined by appraisal in amounts commensurate with the service to be provided. Counsel fees, if ever retained as a result of default or other extraordinary occurrence on behalf of the warrantholders or Regions will be billed at cost.

Services not included in this fee schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (the "Escrow Agreement") is made and entered into as of the __ day of ________, 2021, between the **MONTGOMERY, ALABAMA** (the "County"), and **REGIONS BANK**, an entity authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office for purposes of discharging its duties hereunder being in the City of Birmingham, Alabama, its successors and assigns (the "Escrow Trustee").

RECITALS:

The County makes the following recitals and representations as the basis for the undertakings herein contained:

A. The Montgomery County Public Building Authority (the "Authority") has previously issued its Revenue Refunding Warrants (Montgomery County Facilities Project), Series 2014, originally issued in the aggregate principal amount of $38,920,000 (the "Series 2014 PBA Warrants") pursuant to a Mortgage and Trust Indenture dated as of August 1, 2006 (the "Original Indenture"), between the Authority and Regions Bank, as trustee, as supplemented and amended and as specifically supplemented by a Second Supplemental Indenture dated as of May 1, 2014, between said parties (the Original Indenture, as so supplemented and amended, being referred to herein as the "Indenture"). The Series 2014 PBA Warrants are secured by a pledge of the revenues and receipts derived by the Authority from a Lease Agreement between the Authority and the County dated as of August 1, 2006 (the "Original Lease"), as supplemented and amended and as specifically supplemented by a Second Supplemental Lease Agreement dated as of May 1, 2014 (the Original Lease, as so supplemented and amended, being referred to herein as the "Lease").

B. The County desires to advance refund those of the Series 2014 PBA Warrants scheduled to mature or subject to mandatory redemption on September 1 as follows (the "Refunded Warrants"):

Maturity Date (September 1)	**Principal Amount**	**Interest Rate**

C. The County desires to establish an escrow trust fund to (i) pay the principal of and interest on the Refunded Warrants to __________, 20__, and (iii) to redeem on that date all of the then outstanding Refunded Warrants.

D. In order to provide for the refunding of the Refunded Warrants, the County proposes to issue its General Obligation Refunding Warrants (Federally Taxable), Series 2021-B, dated __________, 2021 (the "Series 2021-B Warrants").

E. This Escrow Agreement is dated as of _________, 2021 but it shall be deemed effective as of the date of the initial authentication and delivery of the Series 2021 Warrants. Terms such as "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Escrow Agreement as of its effective date, and the term "heretofore" means before, and the term "hereafter" means after, the effective date of this Escrow Agreement.

NOW THEREFORE, for and in consideration of the premises and the respective agreements on the part of the County and the Escrow Trustee herein contained, the County and the Escrow Trustee hereby agree as follows:

Section 1. The Escrow Funds.

(a) There is hereby created in the name of the County and in the custody of the Escrow Trustee a special trust fund, the full name of which shall be "Montgomery County Series 2021-B Escrow Fund" (the "Series 2021-B Escrow Fund"), which shall be applied for the purposes hereinafter specified.

Section 2. Deposit of Proceeds from Issuance of the Series 2021-B Warrants. The County hereby deposits with the Escrow Trustee $___________ in cash or securities from the proceeds of the Series 2021-B Warrants into the Series 2021-B Escrow Fund. The Escrow Trustee hereby acknowledges receipt of said cash and its deposit in the Escrow Fund in said amount.

Section 3. Investment of Escrow Fund. Contemporaneously with the delivery of this Escrow Agreement, the Escrow Trustee shall cause the sum deposited with it pursuant to Section 2 hereof to be invested in direct obligations of the Department of Treasury of the United States of America in such principal amounts as reflected on the attached as Exhibit "A" hereto, being hereby approved by the County.

Escrow Trustee may conclusively rely upon the County's written instructions as to both the suitability and legality of the directed investments. In the absence of written investment instructions from the County, the Escrow Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Escrow Trustee shall not be liable for any losses from any investments directed under this Escrow Agreement.

Upon written direction from the County, the Escrow Trustee will reinvest monies held in the escrow in Eligible Securities or substitute all or a portion of the securities in the escrow with other Eligible Securities.

Eligible Securities shall mean non-callable direct obligations of the Department of Treasury of the United States of America or other non-callable securities with respect to which the full and timely payment of principal thereof and interest thereon is unconditionally guaranteed by the United States of America.

Prior to any reinvestment of any funds under this Escrow Agreement or the substitution of any investments under this Escrow Agreement, the Escrow Trustee shall receive:

(a) an opinion of nationally recognized bond counsel acceptable to the Escrow Trustee and not employed full time by the County that such reinvestment or substitution will not adversely affect the tax exempt status of any of the Refunded Warrants; and

(b) verification, acceptable to the Escrow Trustee, to the effect that, if the principal of and interest on the securities held in the Escrow Fund after such reinvestment or substitution are paid according to their respective terms, the payment of such principal and interest will produce cash in such fund sufficient (after taking into account any uninvested cash held in the Escrow Fund) to provide for retirement of the Refunded Warrants in the manner contemplated by this Escrow Agreement.

Section 4. Application of the Escrow Funds.

(a) The Escrow Trustee will collect and deposit in the Series 2021-B Escrow Fund all investment income from the investment of proceeds in the Series 2021-B Escrow Fund. The Escrow Trustee is hereby directed by the County, and by its execution and delivery of this Escrow Agreement the Escrow Trustee does hereby agree, to apply the amounts in the Series 2021-B Escrow Fund as follows:

(ii) to all principal and interest as it comes due on the Refunded Warrants;

(iii) to call for redemption on _________, 20__ and redeem under the terms of the Refunded Warrants, the Indenture and the Lease, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption.

To the extent there remain any moneys in the Escrow Fund after making the payments prescribed by this Section 4, such moneys shall be paid by the Escrow Trustee to the County.

Section 5. Sufficiency of Escrow. The County represents that the funds held in the Escrow Fund are sufficient to provide for payment of all sums specified in Section 4 hereof, such sufficiency being verified and confirmed by the Verification Report attached hereto as Exhibit B.

Section 6. Notice of Redemption of Refunded Warrants. The County hereby irrevocably empowers the Escrow Trustee, and the Escrow Trustee agrees, to cause to be published such notice or notices as may be required pursuant to the terms of the Indenture in order to effect the redemptions of the Refunded Warrants on __________, 20__. In particular, the Escrow Trustee shall, on behalf of the County, cause to be mailed by certified or registered mail a Notice of Redemption to the owners of the Refunded Warrants being so called at their addresses appearing in the Refunded Warrant Register, such mailing to be made not more than 60 nor less than 30 days prior to said redemption date. The Notice of Redemption shall be in a form required by the Indenture, and otherwise acceptable to the Escrow Trustee and provide, among other things, that all outstanding Refunded Warrants have been called for redemption on __________, 20__, at a redemption price equal to the 100% of the par or face value thereof plus accrued interest thereon to said date of redemption and that all interest thereon will cease to accrue after said redemption date.

Section 7. Compensation to the Escrow Trustee. The County will pay to the Escrow Trustee, promptly upon receipt of a statement of the Escrow Trustee therefor, all reasonable and customary charges that may be made by the Escrow Trustee for its services hereunder and the County will reimburse the Escrow Trustee for all reasonably necessary expenses incurred hereunder. If the Escrow Trustee is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Trustee's gross negligence or willful misconduct), the Escrow Trustee shall notify the County of the same in writing and the County shall promptly pay the Escrow Trustee for such extraordinary fees, costs and expenses (including legal fees, costs and expenses) reasonably and necessarily incurred in connection therewith. The Escrow Trustee agrees that its charges and expenses hereunder shall in no event be payable from or constitute a charge on the Escrow Fund or any part thereof.

Section 8. Successor Escrow Trustees. Any corporation or association into which the Escrow Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party shall be and become, ipso facto, successor Escrow Trustee hereunder and vested with all of the title to the Escrow Fund and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Any successor Escrow Trustee other than the foregoing, however, (a) shall be a trust company or a bank having the powers of a trust company, (b) shall be in good standing within the State or shall be duly authorized to exercise trust powers within the State, and (c) shall have a reported capital and surplus of not less than $10,000,000.

Section 9. Resignation by the Escrow Trustee. The Escrow Trustee and any successor Escrow Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the County, served personally or sent by registered mail, and by first-class mail to each Holder of Refunded Warrants then outstanding whose address is known or reasonably ascertainable; and such resignation shall take effect upon the appointment of a successor escrow trustee.

Section 10. Removal of the Escrow Trustee. The Escrow Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Escrow Trustee and to the County, and signed by the Holders of a majority in aggregate principal amount of Refunded Warrants then outstanding.

The Escrow Trustee also may be removed at any time by any court of competent jurisdiction upon the application of either the County or the Holders of not less than 25% in aggregate principal amount of the Refunded Warrants then outstanding, for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Escrow Agreement with respect to the duties and obligations of the Escrow Trustee.

Section 11. Appointment of Successor Escrow Trustee. In case the Escrow Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor shall be appointed by the County; provided if the County shall not have appointed a successor within ten days after the event giving rise to the need for such appointment, then a successor may be appointed by the Holders of a majority in aggregate principal amount of the Refunded Warrants then outstanding, by an instrument or concurrent instruments in writing delivered to the County, the Escrow Trustee and the successor escrow trustee, signed by such Holders, or by their attorneys in fact, duly authorized. If no appointment of a successor Escrow Trustee shall be made pursuant to the foregoing provisions of this Section within sixty (60) days of such resignation, removal, incapability or vacancy in the manner herein provided, the Holder of any Prior Warrant outstanding or any retiring Escrow Trustee may apply to any court of competent jurisdiction to appoint a successor escrow trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor escrow trustee. Every such Escrow Trustee appointed pursuant to the provisions of this Section to succeed the Escrow Trustee shall satisfy the requirements of the second paragraph of Section 8 hereof.

Section 12. Concerning Any Successor Escrow Trustee. Every successor escrow trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties (including, without limitation, the Escrow Fund and all securities and moneys therein), rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the reasonable written request of the County, or of its successor, execute and deliver an instrument transferring to such successor Escrow Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities and moneys held by it as escrow trustee hereunder to its successor. Should any instrument in writing from the County be required by any successor for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County.

Section 13. Amendments to Escrow Agreement. The parties hereto may, without the consent of or notice to the holders of any of the Refunded Warrants, at any time and from time to time, amend this Escrow Agreement for any one or more of the following purposes, provided, however, the parties shall first have received an opinion of nationally recognized bond counsel to the effect that the contemplated amendment (i) shall not adversely affect the exclusion from gross income of the respective holders thereof of interest on the Refunded Warrants or the Series 2019 Warrants; and (ii) is authorized or permitted pursuant to the terms of this Escrow Agreement:

(a) To add to the covenants and agreements herein contained other covenants and agreements thereafter to be observed and performed by either of the parties hereto, provided that such other covenants and agreements shall not expressly or impliedly limit or restrict any of the obligations hereunder of either of the parties hereto;

(b) To cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein or in any amendment hereto or to make any provision with respect to matters arising hereunder or under any amendment hereto for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions hereof and do not adversely affect the interests of the holders of any of the Refunded Warrants; or

(c) To make subject to the trust created herein additional funds, securities or properties.

Section 14. Beneficiaries of this Escrow Agreement. This Escrow Agreement shall be binding upon, and shall inure to the benefit of, the holders of the Refunded Warrants and the parties hereto and their respective successors.

Section 15. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 16. Severability. If any provision of this Escrow Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Escrow Agreement contained, shall not affect the remaining portions of this Escrow Agreement, or any part thereof.

Section 17. Notices. Unless otherwise provided herein, the following provision shall be applicable with respect to notices under this Escrow Agreement:

> Notice from one of the parties to the other under this Agreement shall be sufficient hereunder if it is contained in a writing mailed by first class mail postage prepaid to the County at the Montgomery County Commission, Post Office Box 1667, Montgomery, Alabama 36102, Attention: County Administrator, to the Registrar at **Regions Bank**, 1900 Fifth Avenue North, 26th Floor, Birmingham, Alabama 35203, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

The Escrow Trustee agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by the County by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the County shall provide to the Escrow Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Trustee in its discretion elects to act upon such instructions, the Escrow Trustee's understanding of such instructions shall be deemed controlling. The Escrow Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Trustee, including without limitation the risk of the Escrow Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 18. Governing Law. This Escrow Agreement shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principals.

Section 19. Concerning the Escrow Trustee. It is expressly understood and agreed that the Escrow Trustee's duties and obligations in connection with this Escrow Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Escrow Agreement against the Escrow Trustee. The Escrow Trustee may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Trustee in good faith upon the advice of such counsel. The Escrow Trustee may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Trustee may conclusively rely upon and shall be fully protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Trustee hereunder shall be paid from, and is limited to funds available, established and maintained under this Escrow Agreement and the Escrow Trustee shall not be required to expend its own funds for the performance of its duties hereunder. The Escrow Trustee shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow

Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

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IN WITNESS WHEREOF, the County and the Escrow Trustee have caused this Escrow Agreement to be executed as of the date first hereinabove contained.

REGIONS BANK
Birmingham, Alabama

By: ___________________________________
T. Franklin Caley, Vice President

MONTGOMERY COUNTY, ALABAMA

By: ___________________________________
Elton N. Dean, Sr.

EXHIBIT A

INVESTMENT OF ESCROW FUNDS

EXHIBIT B

VERIFICATION REPORT

01330284

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

MEMO TO: Ms. Florence Cauthen, County Administrator

FROM: Leslie York
Community Development Manager

DATE: February 24, 2021

RE: CDBG Project No. CY-CM-RR-18-017
Eastwood Villa Housing Rehabilitation – Phase 2 – Close Out

Please be advised that our office is in the process of closing out the Eastwood Villa Phase 2 housing rehabilitation project so that the County can meet ADECA's threshold requirements for 2021 CDBG program eligibility. As part of this process, the Commission will need to submit a letter to ADECA to locally amend the project to reduce the original estimated number of beneficiaries from 45 to the actual number of 40 that were assisted. In addition, a close out public hearing will need to be held to provide the public with information regarding accomplishments of the grant. (Please find attached a brief breakdown of project achievements.) I would like to request that the public hearing be held prior to, or in conjunction with, the 3/16/2021 Commission Meeting. I will have all necessary paperwork prepared for Chairman Dean to sign at that meeting in order to meet ADECA's 3/31/2021 close out submission deadline.

Please place our office on the 3/2/2021 agenda to discuss the local amendment and close out of the grant. As you know, the Public Hearing we have discussed will not only satisfy a requirement for close out of the current project, but also allow public comment to assist the County Commission in determining possible projects for submission consideration under the 2021 CDBG application cycle.

Thank you for your assistance and please let me know if you have questions.

Montgomery County Commission
CDBG Project No. CY-CM-RR-18-017
Eastwood Villa Housing Rehabilitation – Phase 2
Final Project Accomplishments (2/24/2021)

Total Grant Funds Awarded $350,000.00

Total Grant Funds Expended.. $350,000.00

Total Housing Rehabilitation.. $318,000.00

Total Homeowner Matching Funds Committed $35,000.00

Total Homeowner Matching Funds Expended $37,128.00
Homeowner Match for 16 Houses @ $1,750.00 each....... $28,000.00
Homeowner Match for 1 House @7,500.00........................ $7,500.00
Homeowner Match for 1 House @ $1,628.00..................... $1,628.00

TOTAL HOUSING REHAB COST $355,128.00

Total Administration $32,000.00

TOTAL PROJECT COST $387,128.00

Note: All houses rehabilitated were owner occupied. One home received USDA assistance in the amount of $7,500.00 which was counted toward required match and three received assistance through Montgomery County's Weatherization program totaling $19,977.00.

# of Houses Estimated to be Assisted in Application............................. 18

# of Houses Actually Assisted 18

# of Beneficiaries Estimated in Application 45

# of Beneficiaries Actually Assisted.. 40

# of Minority Households Assisted 18

# of Female Headed Households Assisted 7

# of Elderly Headed Households Assisted... 8

Note: Project beneficiaries can be reduced by no more than 10% (or 5 for this project) with a local amendment which does not require ADECA approval.

Montgomery County Commission

Notice of Public Hearing

Regarding Close Out of CDBG Project No. CY-CM-RR-18-017, FY 2020 CDBG-CV Application Consideration, & Other FY 2021 CDBG Application Consideration

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The Montgomery County Commission will hold a public hearing on Tuesday, March 16, 2021 at 10:00 AM in the Commissioner's Court of Annex III located at 101 South Lawrence Street, Montgomery, Alabama 36104. The purpose of this hearing is to allow public comment on the County's current and future Community Development Block Grant (CDBG) program. The following items will be discussed and information made available at the hearing:

1) **proposed close out of CDBG Project No. CY-CM-RR-18-017 and discussion of construction completion and project benefits;**

2) **consideration of submission of an FY 2020 CDBG-CV application and discussion of activities viewed as the County's most pressing program eligible needs as related to COVID-19; and**

3) **consideration of submission of an FY 2021 CDBG application and discussion of activities viewed as the County's most pressing community development needs, including economic development possibilities.**

CDBG funds may be used to primarily benefit low and moderate income persons. Information to be presented regarding the upcoming FY 2021 grant cycle will include the anticipated amount of grant funds available, the range of eligible activities that may be undertaken, and discussion of possible projects for which the Montgomery County Commission should consider for submission of an application to the State of Alabama requesting CDBG funds.

All citizens are invited and urged to attend and express their views regarding items outlined above. Masks and social-distancing will be required.

Any person with a disability or communication impairment should contact the Montgomery County Commission at (334) 832-1210, if special accommodations are needed. The County will attempt to accommodate all reasonable requests.

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

MEMO TO: Ms. Florence Cauthen, County Administrator

FROM: Leslie York
Community Development Manager

DATE: February 24, 2021

RE: CDBG-CV Project Application

As you are aware, our office has been assisting with an application to ADECA for funding consideration through the CDBG-CV program for COVID-19 relief. The State has allocated $300,000.00 to the Montgomery County Commission and the application for consideration must be submitted by 4/1/2021. For this program, eligible activities must benefit at least 51% low-and-moderate income households or meet an urgent need. Based on our assistance, we have been in communication with the Montgomery Area Food Bank and Salvation Army to determine their greatest need(s) based on COVID-19 conditions. Attached you will find information related to their services and clientele, all of which will meet CDBG income requirements. It is our understanding that utilizing census tract maps will help document low/mod eligibility (see attached map). Both agencies will need to work to make sure those receiving assistance meet CDBG program requirements.

As part of the CDBG-CV application process, the Commission will need to hold a public hearing. We suggest this application be included as part of the public hearing for close out of the Eastwood Villa project. I would like to request that the public hearing be held prior to, or in conjunction with, the 3/16/2021 Commission Meeting.

Please place our office on the 3/2/2021 agenda to discuss submission of a CDBG-CV application. I will have necessary signature pages and a Resolution for approval at that meeting. Thank you for your assistance and please let me know if you have questions.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

RESOLUTION

WHEREAS, the Montgomery County Commission is eligible to submit an application for funding assistance made available under the Housing and Community Development Act of 1974, as amended, through the Community Development Block Grant (CDBG) CV (Coronavirus) Program administered by the Alabama Department of Economic and Community Affairs (ADECA); and,

WHEREAS, it has been determined that the greatest COVID-19 related community development need that exists in the County is to provide food assistance to the unincorporated areas of Montgomery County, as well as the Town of Pike Road.

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

SECTION 1. That the Montgomery County Commission submit an application for financial assistance to the Alabama Department of Economic and Community Affairs for an FY 2020 CDBG-CV grant in the amount of $300,000.00 for the purpose of providing food assistance to the Montgomery Area Food Bank and Salvation Army to be utilized in the unincorporated areas of Montgomery County, as well as the Town of Pike Road.

SECTION 2. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute all required application documents on behalf of the County, and take such other actions as may be required in order to provide successful implementation through close out of the proposed project.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2021.

____
Elton N. Dean, Sr.
Chairman

ATTEST:

____
Florence M. Cauthen
County Administrator

The CDBG-CV grant program operates and follows the same competitive program guidelines as other CDBG grants. This grant program, however, has established that at least 80% of the funds must be expended within 3 years and 100% spent within 6 years.

Based on preliminary discussions with Florence Cauthen, the County Commission should determine if they want to work with the Montgomery Area Food Bank and Salvation Army and what percentage of funds should go to each agency if both are partners in this application.

The County and the Town of Pike Road will need to execute a Memorandum of Understanding that they are in agreement with how funds will be applied for, allocated, and spent. Our understanding is that Pike Road is in agreement with preliminary discussions regarding this grant application.

Montgomery County has been allocated by the State $300,000.00 for COVID-19 related activities.

CARPDC proposes to administer the grant for $25,000.00 which is slightly less than 8.5% of the funds to be received. The CDBG program allows a 10% administration fee, up to $32,000.00.

No match is required for this program. Based on the amount to be received, total funds to be allocated to food distribution activities is estimated at $275,000.00.

<u>General Information Related to Potential Partners</u>

Montgomery Area Food Bank

The Food Bank works with four Partner Distribution Organizations and more than 800 local, neighborhood partner agencies to distribute food to those in need throughout their 35-county service area.

They provide Meal Delivery Programs for partner agencies that prepare hot meals and, through volunteers, deliver those meals to needy, homebound, elderly, and disabled people.

They operate a Mobile Pantry Program which is designed to distribute a truckload of nutritious products directly to needy residents in a neighborhood chosen by the sponsoring agency. This program is one of their primary means of expanding outreach into historically underserved areas, especially distant, impoverished, and rural locations.

Their Senior Supplement Program is designed to provide supplemental nutrition assistance to take Seniors' concerns about food insecurity off the table. They also operate a Child Hunger Program because a bright tomorrow starts with getting enough food to eat today.

The Food Bank receives funding from donations, federal assistance, and grants so they should be a partner capable of tracking demographic information ADECA CDBG grants require.

Salvation Army

They have three programs that should fit within the CDBG-CV program guidelines.

They operate a Food Pantry, Monday and Wednesday from 9 AM-11 serving about 50 families with food boxes that have an average value of $40-$50. The program is supported by the Montgomery Area Food Bank with food products. If the Food Bank does not have the needed food items, they purchase from local suppliers.

The Community Kitchen provides three meals daily, breakfast and lunch for in-house shelter residents and dinner for the general public. They serve 100 – 125 meals daily. The program is supported by the Montgomery Area Food Bank with food products and, again, if the Food Bank does not have the needed food items, food is purchased from local suppliers.

They operate a 40 bed Shelter for families and individuals. This program provides shelter and housing for anyone requiring assistance and in-house policies must be followed.

Montgomery County Commission

Notice of Public Hearing

**Regarding Close Out of CDBG Project No. CY-CM-RR-18-017,
FY 2020 CDBG-CV Application Consideration, &
Other FY 2021 CDBG Application Consideration**

The Montgomery County Commission will hold a public hearing on Tuesday, March 16, 2021 at 10:00 AM in the Commissioner's Court of Annex III located at 101 South Lawrence Street, Montgomery, Alabama 36104. The purpose of this hearing is to allow public comment on the County's current and future Community Development Block Grant (CDBG) program. The following items will be discussed and information made available at the hearing:

1) **proposed close out of CDBG Project No. CY-CM-RR-18-017 and discussion of construction completion and project benefits;**

2) **consideration of submission of an FY 2020 CDBG-CV application and discussion of activities viewed as the County's most pressing program eligible needs as related to COVID-19; and**

3) **consideration of submission of an FY 2021 CDBG application and discussion of activities viewed as the County's most pressing community development needs, including economic development possibilities.**

CDBG funds may be used to primarily benefit low and moderate income persons. Information to be presented regarding the upcoming FY 2021 grant cycle will include the anticipated amount of grant funds available, the range of eligible activities that may be undertaken, and discussion of possible projects for which the Montgomery County Commission should consider for submission of an application to the State of Alabama requesting CDBG funds.

All citizens are invited and urged to attend and express their views regarding items outlined above. Masks and social-distancing will be required.

Any person with a disability or communication impairment should contact the Montgomery County Commission at (334) 832-1210, if special accommodations are needed. The County will attempt to accommodate all reasonable requests.

MEMORANDUM OF UNDERSTANDING

between
Montgomery County Commission
and
Town of Pike Road, Alabama

On this the **16th** day of **March, 2021**, the **Montgomery County Commission** (County) and the **Town of Pike Road** (Town) do hereby enter into this Memorandum of Understanding (MOU) for the purpose of the Town assisting the County in the implementation of a Community Development Block Grant COVID-19 Program (CDBG-CV) grant awarded from the Alabama Department of Economic and Community Affairs (ADECA) to the County. This MOU sets forth the terms and understandings between the County and the Town for the Town's role in the implementation of the County's CDBG-CV grant for and on behalf of the County.

The County has been approved by ADECA to apply for a federal CDBG-CV grant award in the amount of $300,000.00 for the purpose of preventing, preparing for, and responding to the COVID-19 pandemic and other infectious diseases within the County. ADECA's award of these grant funds to the County is subject to the County's submittal to ADECA of an acceptable grant application on or before ADECA's designated grant application submission deadline. Because the County intends to partner with agencies with programs in the unincorporated areas of the County as well as within the Town of Pike Road, it is hereby agreed that the Town of Pike Road fully supports the County's CDBG-CV application and is in agreement with grant implementation duties and responsibilities being provided by the County or its representative. The Town of Pike Road further agrees that the County or its representative have the necessary capacity to implement such grant duties and responsibilities. The County and the Town do hereby agree and authorize that the County will implement the County's CDBG-CV grant for and on behalf of the County and the Town of Pike Road located therein.

Therefore, it is agreed by and between the Montgomery County Commission and the Town of Pike Road that, as is provided in this MOU, the County will accept and be responsible for performing the specific CDBG-CV grant program implementation duties and activities as related to food assistance to the Montgomery Area Food Bank and Salvation Army.

It is agreed by and between the County and the Town that the County shall ultimately remain the responsible entity to the State for ensuring the overall proper administration of the CDBG-CV grant, to include accounting for all grant funds; maintaining compliance with all federal, state, and local laws, rules and regulations that are applicable to the grant; and closing the grant in a timely manner consistent with the State's closeout procedures.

This MOU is agreed to on the date first written above by:

Montgomery County Commission

Elton N. Dean, Sr.
Chairman

Date

Contact Person

Phone/Email

Town of Pike Road, Alabama

Gordon Stone
Mayor

Date

Contact Person

Phone/Email

LOCAL GOVERNMENT AGREEMENT
between
Montgomery County Commission
and
Town of Pike Road, Alabama

The State of Alabama's CDBG-CV program requires that at least two-thirds (2/3) of the communities located within the county, including the county and representing at least two-thirds (2/3) of the population within that county, sign an agreement showing support for the county's CDBG-CV program application submitted to the Alabama Department of Economic Community Affairs. The signatories below, representing specific communities and specific populations within and including the county of Montgomery, confirm that they have participated in the development of the county's CDBG-CV program application and agree that the program, when implemented, will have beneficial impact on their populations to prevent, prepare for, and respond to the COVID-19 pandemic and other infectious diseases. It is therefore agreed by the signatories below that they fully support Montgomery County's CDBG-CV grant application being submitted to the Alabama Department of Economic and Community Affairs to request CDBG-CV program funds. It is further agreed that this Agreement authorizes the Chairman of the Montgomery County Commission to sign all certifications, agreements, assurances, and other grant related documents required to complete and submit the grant application, and implement all necessary functions relating thereto, including the contracting and hiring of a grant administrator, project engineer, and other assistance required to successfully implement and close the grant in a timely manner consistent with the State's closeout procedures.

Montgomery County Commission	**Town of Pike Road, Alabama**
____________________	____________________
Elton N. Dean, Sr. **Chairman**	**Gordon Stone** **Mayor**
____________________	____________________
Date	**Date**

Memo

Re: Final Pay Application for Ketom Construction Company d/b/a Southern Preservation Systems

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:
Please find attached an application for final payment to Ketom Construction Company d/b/a Southern Preservation Systems for the Scott Street Parking Deck Restoration, County Commission.

I request that this item be placed on the March 16, 2021 agenda.

ATTACHED:
Final Pay App for Southern Preservation Systems

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Montgomery County Commission
c/o Goodwyn, Mills and Cawood, Inc.
2660 Eastchase Lane
Montgomery, AL 36117

FROM CONTRACTOR:
Ketom Construction Company, Inc.,
d/b/a Southern Preservation Systems
3735 Harrison Road Ste 100
Loganville, GA 30052

PROJECT:
Scott Street Parking Deck Restoration
101 South Lawrence Street
Montromery, AL

VIA ARCHITECT:

APPLICATION #: 18-081 ~~14~~ 13
PERIOD TO: 12/30/20
PROJECT NOS: AMGM160024

CONTRACT DATE: 03/19/19

Distribution to:
- [x] Owner
- [ ] Const. Mgr
- [ ] Architect
- [ ] Contractor

CONTRACT FOR: Sealant Repairs

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	941,494.00
2. Net change by Change Orders	$	$ (36,803.32)
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	904,690.68
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	904,690.68
5. RETAINAGE:		
a. ______ of Completed Work (Columns D+E on Continuation Sheet)	$	-
b. ______ of Stored Material (Column F on Continuation Sheet)	$	$ -
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet	$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	904,690.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	22,617.26
8. CURRENT PAYMENT DUE	$	22,617.27
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

Ketom Construction Company, Inc d/b/a Southern Preservation Systems

By: [signature] Date: 12/30/20

State of: Georgia
County of: Gwinnett
Subscribed and sworn to before me this 30th day of December, 2020

Notary Public: Stephanie Young
My Commission expires: 10/14/24

STEPHANIE YOUNG
MY COMMISSION EXPIRES
NOTARY PUBLIC
OCTOBER 14, 2024
WALTON COUNTY, GEORGIA

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 22,617.27

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Carrie Day Date: 2/23/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Scott Street Parking Deck Restoration
101 South Lawrence Street
Montromery, AL

APPLICATION NUMBER: 18-081 14
APPLICATION DATE: 12/30/20
PERIOD TO: 30-Dec-20
ARCHITECT'S PROJECT NO: AMGM160024

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
1	Moblization	28,514.00	712.85	712.85		28,514.00	100%		
2	Wash	54,223.00	1,355.58	1,355.58		54,223.00	100%		
3	Paver Work	23,076.00	576.90	576.90		23,076.00	100%		
4	Door/Threshold	1,707.00	42.67	42.67		1,707.00	100%		
5	Handrail	478.00	11.95	11.95		478.00	100%		
6	Traffic Coating	75,247.00	1,881.17	1,881.17		75,247.00	100%		
7	Drains						100%		
	Cor #3								
	REVISED CONTRACT	35,611.45	890.28	890.28		35,611.45	100%		
8	Clean Storefront	18,608.00	465.20	465.20		18,608.00	100%		
9	Elevator Work					449,851.00			
	Cor #2								
	REVISED CONTRACT	449,851.00	11,246.28	11,246.28		449,851.00	100%		
10	Allowances								
	Unused Allowances								
	OH&P on Unused Allowances								
	Cor #1 thru Cor #3								
	REVISED CONTRACT	(3,345.76)	(83.65)	(83.64)		(3,345.76)	100%		
11	Blast and Paint	138,600.00	3,465.00	3,465.00		138,600.00	100%		
12	Signage	2,850.00	71.25	71.25		2,850.00	100%		
13	Video Repair	3,291.00	82.28	82.28		3,291.00	100%		
14	General Conditions	62,800.00	1,570.00	1,570.00		62,800.00	100%		
15	Cor #1								
	Lug Support Repair								
X	REVISED CONTRACT	13,179.99	329.50	329.50		13,179.99	100%		
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	904,690.68	22,617.26	22,617.27		904,690.68	100%		

UNCONDITIONAL WAIVER AND LIEN RELEASE
UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

The undersigned Trade Contractor has been employed by Southern Preservation Systems to Restore Parking Deck, which is located in the city of Montgomery, County of Montgomery, and is owned by Montgomery County Commission. More particularly described as follows:

Scott Street Parking Deck

Parking Deck Restoration

Upon receipt of the sum of $ 22,617.27; the Trade Contractor waives and releases any and all liens or claims of lien it has upon the foregoing described property through the date of December 30, 2020.

Given under hand and seal this 30th Day of December, 2020

Ketom Construction Company, Inc. d/b/a
Southern Preservation Systems
COMPANY NAME

By: [signature]

Title: President

Sworn to and subscribed before me
this 30th day of December, 2020

[signature]
Notary Public

My Commission Expires:
October 14, 2024

STEPHANIE YOUNG
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 14, 2024
WALTON COUNTY, GEORGIA

KETOM CONSTRUCTION CO.

7535

Vendor: Midsouth Electric Company, Inc

Check date: 01/15/2021

Invoice #	Invoice Date		Gross Amount	Disc. Amount	Net Amount
20-615	01/07/2021	Electrical Work	2,850.00	0.00	2,850.00

Copy of Payment
to Mid South Electric

Safeguard SF13103L4HG-1SA TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 706-327-9550 CSV0V30010000 B15SF005824

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

KETOM CONSTRUCTION COMPANY, INC.
DBA SOUTHERN PRESERVATION SYSTEMS
3735 HARRISON RD.
SUITE 100
LOGANVILLE, GA 30052
(770-982-9970)

SUNTRUST
ACH RT 061000104
64-10/610

7535
NUMBER

Check Date: 01/15/2021
Check Amount: *****2,850.00

PAY:

*** Two Thousand Eight Hundred Fifty Dollars ****

TO THE ORDER OF
Midsouth Electric Company, Inc
6006 Troy Highway

Montgomery, AL 36116-

SECURED BY EZSHIELD

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE ICON IMAGE DISAPPEARS WITH HEAT

⑈007535⑈ ⑆061000104⑆ 1000180106311⑈

MID-SOUTH ELECTRIC CO., INC.

6006 TROY HIGHWAY
MONTGOMERY, AL 36116
(334) 286-9675

Invoice

Date	Invoice #
10/30/2020	20-615

U/C 1/B

Bill To
MONTGOMERY COUNTY COMMISSION P. O. BOX 1667 MONTGOMERY, AL. 36102-1667 lamarallen@mc-ala.org samanthaworley@mc-ala.org Emailed 11/03

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	As Per Quoted Price 9/20, 9/21, 10/01, 10/05/2020 Installed new circuit for mini split air conditioner unit in mechanical room Scott Street Parking Deck	2,850.00	2,850.00
630332			

THANK YOU FOR YOUR BUSINESS

October 2020

Total $2,850.00

921 113 376

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond No 0582460

PROJECT: (name, address) Scott Street Parking Deck Renovations, GMC Project No. AMGM160024

TO (Owner)

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Scott Street Parking Deck Renovations, GMC Project No. AMGM160024
CONTRACT DATE: March 19, 2019

CONTRACTOR: Southern Preservation Systems d/b/a Ketom Construction Company, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

International Fidelity Insurance Company
One Newark Center , Newark, NJ 07102-5207 , SURETY COMPANY

on bond of (here insert name and address of Contractor)

Southern Preservation Systems d/b/a Ketom Construction Company, Inc.
3170 Lenora Church Road S.W., Suite 100, Snellville, GA 30039 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Montgomery County Commission
P.O. Box 1667, Montgomery, AL 36102 , OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this 7th day of , January, 2021

International Fidelity Insurance Company
Surety Company

By: [signature]
Signature of Authorized Representative

Bryan M. Caneschi Attorney-in-Fact
Title

Attest: alexis apostolidis
Alexis Apostolidis, Witness
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

ONE PAGE

POWER OF ATTORNEY

Bond # 0582460

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AIZA ANDERSON, MICHELLE ANNE MCMAHON, JOSHUA SANFORD, DONNA M. PLANETA, BRYAN M. CANESCHI, DANIELLE D. JOHNSON, NOAH W. PIERCE, JYNELL MARIE WHITEHEAD, BETHANY STEVENSON, ERIC STRBA, TANYA NGUYEN, MERCEDES PHOTHIRATH, SAMUEL E. BEGUN, LORINA MONIQUE GARCIA, REBECCA STEVENSON, AIMEE R. PERONDINE

Hartford, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC My Comm. Exp. 04-04-2023 No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. January 7, 2021

A02427 Willis of Connecticut, LLC

Irene Martins, Assistant Secretary

choose to know
Montgomery Advertiser
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

TO: SOUTHERN PRESERVATION SYSTEMS
8170 LENORA CHURCH ROAD SW
SNELLVILLE , GA 30039

# of Affidavits 1
This is not an invoice

E-Verify#: DHS72179
PROOF OF PUBLICATION

State of Alabama
County of Montgomery:

Before the undersigned authority personally appeared said Legal Clerk who on oath, says that he/she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama: that the attached copy of advertisement, being a Legal in the matter of:

Ad Number: 0004436869
Was published in said newspaper in the issue(s) of:

MGM-Montgomery Advertiser

10/27/2020, 11/03/2020, 11/10/2020, 11/17/2020, 11/24/2020, 12/01/2020, 12/08/2020

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is $600.25

Kathleen Allen
Legal Clerk

Subscribe and sworn before me this 8th day of December, 2020

Nancy Heyrman
Notary Public, State of Wisconsin, County of Brown

5.19.23
My Commission expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

Montgomery Advertiser

PART OF THE USA TODAY NETWORK

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer:	SOUTHERN PRESERVATION SYSTEMS	**Ad No.:**	0004436869
Address:	8170 LENORA CHURCH ROAD SW SNELLVILLE GA 30039 USA	**Pymt Method** **Net Amt:**	Credit Card $600.25
Phone:	(770) 982-9971		
Run Times:	7	**No. of Affidavits:**	0

Run Dates: 10/27/20, 11/03/20, 11/10/20, 11/17/20, 11/24/20, 12/01/20, 12/08/20

Text of Ad:

RENOVATION TO THE SCOTT STREET PARKING DECK
MONTGOMERY, ALABAMA
FOR THE MONTGOMERY COUNTY COMMISSION
FORM OF ADVERTISEMENT FOR COMPLETION
LEGAL NOTICE
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that Ketom Construction Company, Inc. has completed the Contract for Construction of
RENOVATION TO THE SCOTT STREET PARKING DECK
MONTGOMERY, ALABAMA
[Architect's Project No. AMGM160024]
for Montgomery County Commission; Montgomery, Alabama; Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify
GOODWYN, MILLS & CAWOOD, INC.
2660 Eastchase Lane, Suite 200
Montgomery, Alabama 36117
Ketom Construction Company, Inc., Contractor
3170 Lenora Church Rd SW, Suite 100
Snellville, GA 30039
Mont. Adv. 10/27, 11/03, 11/10, 11/17, 11/24/2020
0004436869

Text of Ad:

RENOVATION TO THE SCOTT STREET PARKING DECK
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FOR THE MONTGOMERY COUNTY COMMISSION
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MONTGOMERY, ALABAMA
[Architect's Project No. AMGM160024]
for Montgomery County Commission; Montgomery, Alabama; Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify
GOODWYN, MILLS & CAWOOD, INC.
2660 Eastchase Lane, Suite 200
Montgomery, Alabama 36117
Ketom Construction Company, Inc., Contractor
3170 Lenora Church Rd SW, Suite 100
Snellville, GA 30039
Mont. Adv. 10/27, 11/03, 11/10, 11/17, 11/24, 12/01, 12/08/2020
0004436869

KETOM

36 Years

1984 - 2020

PROVIDING QUALITY SERVICE

CONSTRUCTION COMPANY

Affiliations

December 30, 2020

Re: Change of address notice

This letter is to inform you that our company address has changed as of December 1st, 2020.

Our new billing/mailing address is:

Ketom Construction Company, Inc.
d/b/a Southern Preservation Systems
3735 Harrison Road
Suite 100
Loganville, GA 30052

Please update your records to reflect our new location and send all future correspondence and payments to the address listed above.

Our telephone number and other contact information will remain the same. If you have any questions, please do not hesitate to contact us.

We appreciate the chance of doing business with you.

Thank you

Steve Kennedy
Ketom Construction Company, Inc.
DBA Southern Preservation Systems
3735 Harrison Rd.
Suite 100
Loganville, GA 30052
770-982-9970

Memo

Re: Final Pay Application for W.S. Newell and Sons, Inc

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

Please find attached an application for final payment to W.S. Newell and Sons, Inc for the Old Selma Road Park project.

I request that this item be placed on a future agenda.

ATTACHED:

Old Selma Est#13 11-04-20

APPLICATION AND CERTIFICATE FOR PAYMENT

(This Certificate is not negotiable. The amount certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or contractor under this contract.)

PROJECT: Old Selma Road Park
Montgomery, AL

TO (Owner): Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

CONTRACTOR (Payee): W.S. Newell & Sons, Inc.
P.O. Drawer 241327
Montgomery, AL 36124-1327
334-215-8000 / 334-215-8393 Fax

CONTRACT DATE: 11/12/19

APPLICATION DATE: 11/04/20 **APPLICATION NO:** 13 FINAL

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner per attached c/o summary		ADDITIONS	DEDUCTIONS
TOTAL		See below $0.00	$0.00
Change Order This Application			
Number	Approved (date)		
TOTALS		$0.00	$0.00

Net change by Change Orders $0.00

CERTIFICATE OF THE CONTRACTOR:
The undersigned contractor certifies that to the best of the CONTRACTOR'S knowledge, information and belief the work covered by this APPLICATION FOR PAYMENT has been completed in accordance with the contract documents.

CONTRACTOR: W.S. Newell & Sons, Inc.

By: Don Hoggle Date: **11/04/20**
Don Hoggel, Vice President

KYE B. THOMPSON NOTARY PUBLIC ALABAMA STATE AT LARGE EXPIRES MAY 27, 2024

Subscribed and sworn to before me this Date 11/4/20 "
Notary Public: Skye B. Thompson
My Commission Expires: 5/27/24

PERIOD FROM: 11/1/20 **TO:** 11/4/20
Application is made for Payment, as shown below, in connection with the Contract.
(Construction project billing format is attached.)
The present status of the account for this Contract is as follows:

1. ORIGINAL CONTRACT SUM	$2,279,053.57
2. NET CHANGE BY CHANGE ORDER	$0.00
2a CONTRACT ADJUSTMENTS (ASPHALT INDEX)	
3. CONTRACT SUM TO DATE	$2,279,053.57
4. TOTAL COMPLETED & STORED TO DATE	$2,279,053.57
5. RETAINAGE AT 5% on 50% of Contract: RELEASE	-
6. TOTAL EARNED LESS RETAINAGE	2,279,053.57
7. LESS PREVIOUS BILLINGS FROM CONTRACTOR	2,222,077.23
8. CURRENT PAYMENT DUE	**$56,976.34**

In accordance with the contract documents, based on on-site observations and the data comprising the above application. The engineer certifies to the owner that to the best of the engineer's knowledge, information and belief the work has progressed as represented in this application for payment.

AMOUNT CERTIFIED $ ____________

ENGINEER: GMC

By: ____________ Date: ____________

W.S. NEWELL & SONS, INC.
P.O. Drawer 241327
Montgomery, AL 36124-1327

Phone: 334 215-8000
Fax: 334 215-8393

Estimate #: 13 FINAL
Through: 11/04/20

Project: Old Selma Road Park
Montgomery County

				CURRENT MONTH	TO DATE
LINE #	DESCRIPTION	CONT. TOT.	% COMP.	AMOUNT	AMOUNT
	General Items				
10	Mobilization				
20	Geometric Control				
30	Traffic Control				
40	Clearing and Grubbing (Burn Onsite)				
	General Items Subtotal:	**$ 74,350.00**	100.00%	**$ -**	**$ 74,350.00**
	Grading				
50	Topsoil Stripping (4")				
60	Unclassified Excavation (Cut-Fill)				
70	3' Undercut (Big Pavilion)				
80	Excess Material (Spoil OnSite)				
90	Topsoil Replace 4"				
100	Perimeter Underdrain (Big Pavilion)				
110	Fine Grading				
	Grading Subtotal:	**$ 156,395.29**	100.00%	**$ -**	**$ 156,395.29**
	Base and Pave				
120	12" Lime Stabilization Asphalt/Concrete Paving				
130	24" Curb and Gutter				
140	Backfill of Curb and Gutter				
150	Sidewalk				
160	Wearing Surface				
170	SD & HD Asphalt Paving				
180	Signing and Striping				
	Base and Pave Subtotal:	**$ 347,814.50**	100.00%	**$ -**	**$ 347,814.50**
	Storm Drainage				
190	60" RCP				
200	42" RCP				
210	30" RCP				
220	24" RCP				
230	22"x13" RACP				
240	18" RCP				
250	60" SPHW				
260	42" SPHW				
270	30" SPHW				
280	24" SPHW				
290	18" SPHW				
310	SWSI				
320	DWSI				
330	Junction Box				
	Storm Drainage Subtotal:	**$ 137,571.98**	100.00%	**$ -**	**$ 137,571.98**

W.S. NEWELL & SONS, INC.
P.O. Drawer 241327
Montgomery, AL 36124-1327

Phone: 334 215-8000
Fax: 334 215-8393

Estimate #: 13 FINAL
Through: 11/04/20

Project: Old Selma Road Park
Montgomery County

LINE #	DESCRIPTION	CONT. TOT.	% COMP.	CURRENT MONTH AMOUNT	TO DATE AMOUNT
	Erosion Control				
340	Type A Silt Fence				
350	Filter Inlet Protection				
360	Erosion Eels				
370	Construction Exit Pad				
380	Filter Fabric for RR				
390	CL II Rip Rap				
400	Rip Rap Spillway w/ Splash Pad				
410	Temporary Seed				
420	Temporary Mulch				
430	Permanent Seed				
440	Permanent Mulch				
	Erosion Control Subtotal:	$ 175,927.22	100.00%	$ -	$ 175,927.22
	Water System				
450	Tie to Existing				
460	6" D.I.				
470	6" C900 WM				
480	2" Domestic Service Line				
490	Jack & Bore 14" Steel Casing w/ Spacers				
500	6"x6" Stainless Steel Tapping Valve & Sleeve				
510	Fire Hydrant Assembly				
520	Sand for Water System				
530	Testing and Disinfection				
540	Water System Materials				
	Water System Subtotal:	$ 78,312.14	100.00%	$ -	$ 78,312.14
	Fencing				
550	Split Rail Fence				
	Fencing Subtotal:	$ 22,839.96	100.00%	$ -	$ 22,839.96
	Pavilion				
560	Big Pavilion				
	Pavilion Subtotal:	$ 435,918.00	100.00%	$ -	$ 435,918.00
	Landscape				
570	Sod				
	Landscape Subtotal:	$ 37,785.00	100.00%	$ -	$ 37,785.00

W.S. NEWELL & SONS, INC.
P.O. Drawer 241327
Montgomery, AL 36124-1327

Phone: 334 215-8000
Fax: 334 215-8393

Estimate #: 13 FINAL
Through: 11/04/20

Project: Old Selma Road Park
Montgomery County

LINE #	DESCRIPTION	CONT. TOT.	% COMP.	CURRENT MONTH AMOUNT	TO DATE AMOUNT
	Alternate #1				
580	Small Pavilion				
590	Footbridge				
600	Sidewalk				
	Alternate #1 Subtotal:	**$ 259,181.60**	100.00%	**$ -**	**$ 259,181.60**
	Alternate #2				
610	8" 825B Gravel Road w/ Filter Fabric				
620	Gravel Road Topsoil Stripping				
630	Gravel Road Topsoil Replacement				
640	Gravel Road Unclassified				
650	Silt Fence				
660	Clearing and Grubbing				
670	Water Line				
680	CL II Rip Rap Lined Ditch				
690	Storage Building (Change = Value)				
	Alternate #2 Subtotal:	**$ 313,460.48**	100.00%	**$ -**	**$ 313,460.48**
	Alternate #3				
700	Landscape & Irrigation (sod not included)				
	Alternate #3 Subtotal:	**$ 118,835.80**	100.00%	**$ -**	**$ 118,835.80**
	Alternate #4				
710	6' Chain Link Fence w/ Gates				
720	Clearing & Grubbing for Chain Link Fence				
	Alternate #4 Subtotal:	**$ 120,661.60**	100.00%	**$ -**	**$ 120,661.60**
	Original Contract Subtotal:	**$ 2,279,053.57**	100.00%	**$ -**	**$ 2,279,053.57**
	Approved Change Orders				
	NONE				
	Change Order Subtotal:	**$ -**		**$ -**	**$ -**
	GRAND TOTALS:	**$ 2,279,053.57**	**100.00%**	**$ -**	**$ 2,279,053.57**

Memo

Re: Inmate Excess Medical Policy Renewal

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

I received multiple quotes for multiple deductibles. The reduction of premium is attributed to more data by specific inmate being provided to the company since Millennium Risk Managers begin handling the payments of medical invoices for services provided to the inmates outside of the detention facility.

Montgomery County Inmate Excess Program History 2012 - 2020

Year	Premium	Deductible	Claims Paid	Annual Savings
2012	$ 153,166	$ 25,000	$ -	
2013	$ 141,594	$ 25,000	$ 57,725	
2014	$ 139,141	$ 25,000	$ -	
2015	$ 161,157	$ 25,000	$ 17,744	
2016	$ 90,920	$ 50,000	$ -	
2017	$ 96,909	$ 40,000	$ -	
2018	$ 92,169	$ 40,000	$ 71,169	
2019	$ 93,888	$ 40,000	$ -	
2020	$ 55,100	$ 75,000	-	
Total	**$ 1,024,0444**		**$ 146,638**	
2021 Quoted	$ 50,798	$ 50,000		$ 4,302
2021 Quoted	$ 31,853	$ 75,000		$ 23,247
2021 Quoted	$ 24,456	$ 90,000		$ 30,644
2021 Recommended	$ 42,042	$ 60,000		$ 13,058

RECOMMENDATION:

It is my recommendation that the County renew the inmate medical excess insurance with a $60,000 deductible amounting to a 25% reduction of deductible and a 27% reduction of premium from last year.

I am requesting the item be placed on the next agenda for approval.

Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division
2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 12, 2021

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2021-2022, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

Type	Maximum County Fee
Retail Beer (On or Off Premises)	$75.00
Retail Beer (Off Premises Only)	$75.00
Retail Table Wine (On or Off Premises)	$75.00
Retail Table Wine (Off Premises Only)	$75.00
Wholesale Beer Only	$275.00
Wholesale Table Wine Only	$275.00
Wholesale Table Wine and Beer	$375.00
Additional Warehouse Wine or Beer or Both	$100.00
Importer	$250.00
Brewpub	$500.00

Please supply us with this information no later than **April 23, 2021**. This form must be signed by an authorized county official. Please return your completed document to Courtney.Craig@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: ____

County: ____

COUNTY (51) **MONTGOMERY 2021-2022**

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	$ 50.00	$300.00	$300.00	$600.00	$650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	$ 50.00	$300.00	$300.00	$600.00	$650.00
020 - RESTAURANT RETAIL LIQUOR	$ 50.00	$300.00	$300.00	$600.00	$650.00
031 - CLUB LIQUOR - CLASS I	$ 50.00	$300.00	$500.00	$800.00	$850.00
032 - CLUB LIQUOR - CLASS II	$ 50.00	$750.00	$750.00	$1,500.00	$1,550.00
** 040 - RETAIL BEER - (ON OR OFF PREMISES)	$ 50.00	$150.00	$75.00	$225.00	$275.00
** 050 - RETAIL BEER (OFF PREMISES ONLY)	$ 50.00	$150.00	$75.00	$225.00	$275.00
** 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	$ 50.00	$150.00	$75.00	$225.00	$275.00
** 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$ 50.00	$150.00	$75.00	$225.00	$275.00
080 - LIQUOR WHOLESALE	$ 50.00	$500.00	$500.00	$1,000.00	$1,050.00
** 090 - WHOLESALE BEER ONLY	$ 50.00	$550.00	$275.00	$825.00	$875.00
** 100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	$ 50.00	$550.00	$275.00	$825.00	$875.00
** 110 - WHOLESALE TABLE WINE & BEER COMBINED	$ 50.00	$750.00	$375.00	$1,125.00	$1,175.00
120 - WAREHOUSE LICENSE	$ 50.00	$200.00	$200.00	$400.00	$450.00
** 130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	$ 50.00	$200.00	$100.00	$300.00	$350.00
140 - SPECIAL EVENTS RETAIL	$ 50.00	$150.00	$150.00	N/A	$350.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$ 50.00	$100.00	$100.00	N/A	$250.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	$ 50.00	$250.00	$250.00	$500.00	$550.00
170 - RETAIL COMMON CARRIER	$ 50.00	$150.00	$150.00	$300.00	$350.00
200 - MANUFACTURER	$ 50.00	$500.00	$500.00	$1,000.00	$1,050.00
** 210 - IMPORTER	$ 50.00	$500.00	$250.00	$750.00	$800.00
** 220 - BREWPUB	$ 50.00	$1,000.00	$500.00	$1,500.00	$1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	$ 50.00	$300.00	$300.00	$600.00	$650.00
240 - NON-PROFIT - TAX EXEMPT		$0.00	N/A	N/A	N/A

* A $50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED:____________________________ __________________ ____________

Authorized County Official Title Date

Memo

Re: Invitation to Bid No. 51910-21B-011 Delivery, Setup and Retrieval of Election Equipment

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request that approval of award on the above referenced Invitation to Bid to the lowest bidder, Armstrong Relocation, Part I: $297.00 per precinct for the delivery, setup and retrieval of election equipment and Part II: $125.00 crew rate per hour to provide moving services on an as needed basis be placed on a future agenda.

Coordination of award was made with Octavius Jackson, Chief Clerk, Probate Court.

ATTACHED:

Tabulation 51910-21B-011 Delivery, Setup and Retrieval of Election Equipment

Contract No. 51910-21B-011 Delivery, Setup and Retrieval of Election Equipment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:	BID # 1	BID # 2	BID # 3	BID # 4	BID # 5
INVITATION TO BID NO: 51910-21B-011 DATE ISSUED: February 2, 2021 DATE OPENED: February 22, 2021 REQUESTING DEPARTMENT: Election Center TERMS OF PAYMENT / DISCOUNT:	Armstrong Relocation 212 Total Solutions Way Alabaster, AL 35007 bsaunders@goarmstrong.com Minority Vendor Yes No X	Lambert Relocation, Inc. 191 Jesse Bennett Drive Madison, AL 35756 nsilva@golambert.com Minority Vendor Yes No X			
DELIVERY DATE:					

ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1 UNIT PRICE	BID # 1 EXTENDED AMOUNT	BID # 2 UNIT PRICE	BID # 2 EXTENDED AMOUNT	BID # 3 UNIT PRICE	BID # 3 EXTENDED AMOUNT	BID # 4 UNIT PRICE	BID # 4 EXTENDED AMOUNT	BID # 5 UNIT PRICE	BID # 5 EXTENDED AMOUNT
1	Part I: Price per precinct	ea.	1	$ 297.00	$ 297.00	$350.00	$350.00						
2	Price per precinct after 5:00p and/or weekends	ea.	1	$ 297.00	$ 297.00	$350.00	$350.00						
3	Part II: Crew rate	hr.	4	$ 125.00	$ 500.00	$160.00	$640.00						
4	Crew rate for after 5:00p and/or weekends	hr.	4	$ 125.00	$ 500.00	$160.00	$640.00						
	Emailed 15 Bidders												
TOTAL BID AMOUNTS					$1,594.00		$1,980.00						

Notes:

STATE OF ALABAMA
MONTGOMERY COUNTY　　　　　　CONTRACT NO. 51910-21B-011

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 16th day of March 2021, between Armstrong Relocation of Alabaster, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Armstrong Relocation agrees to deliver, setup and retrieve election equipment and provide moving services on an as need basis for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51910-21B-011 as issued by Montgomery County Commission on February 2, 2021 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Armstrong Relocation and Montgomery County Commission agree as follows:

1. All terms, conditions and specifications of the Invitation to Bid are incorporated herein by this reference.

2. The contract will begin March 16, 2021 and end on December 31, 2023.

3. Quoted prices will remain firm for the duration of the contract.

4. Armstrong Relocation shall at all times be in compliance with all specifications of the Invitation to Bid.

5. Montgomery County Commission and Armstrong Relocation reserves the right to cancel this contract at any time during the contract period, providing either party gives a one hundred and twenty (120) day written notice.

6. Armstrong Relocation agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Armstrong Relocation, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Armstrong Relocation, its employees, agents and officers. Armstrong Relocation agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand,

or suits at its sole expense. Armstrong Relocation also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the meditation 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 meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute 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 Armstrong Relocation.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 16th day of March 2021.

WITNESS:	ARMSTRONG RELOCATION
________________________________	BY:____
	TITLE: ______________________________________
WITNESS:	MONTGOMERY COUNTY COMMISSION
________________________________	BY: ____
	TITLE: ______________________________________

Memo

Re: Montgomery Area Mental Health Authority

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:
On April 1, 2021, Rev. Albert Perkins term will expire as a Board Member of the Montgomery Area Mental Health Authority.

We will be discussing this appointment at Tuesday's meeting.

ATTACHED:
Montgomery Area Mental Health Authority 2019

Updated 5/2019

Montgomery Area Mental Health Authority

Members:	**Term Expires:**
Rev. Albert Perkins, III 425 North Moye Drive Montgomery, AL 36109	4/1/2021
Arica Smith 2224 Semaht Drive Montgomery, AL 36106 334-224-4294 Smithfamily2224@yahoo.com	4/1/2025
Yulanda Tyre 350 Split Bark Road Cecil, AL 36013 334-318-1134	4/1/2023

Ms. Donna Leslie, Executive Director
Montgomery Area Mental Health Authority
P.O. Box 3223
Montgomery, AL 36109

Term: 6 years

Memo

Re:	Board Member Appointment to the North Montgomery Volunteer Fire Protection Authority
Date:	County Commission - Information Session - Mar 02 2021
To:	Montgomery County Commission
From:	Florence Cauthen, Administrator

BACKGROUND INFORMATION:
On March 1, 2021, the term of Anthony Raborn will expire as a member of the North Montgomery Volunteer Fire Protection Authority. He would like to be reappointed to the Board.

Mr. Thomas Barker and Mr. Tom Gaddy have resigned from the Board. Mr. Robert Anderson and Ms. Kayla Christian would like to be appointed to the Board for the remainder of Mr. Barker and Mr. Gaddy's terms, which expire March 1, 2023.

Mr. John Doss has resigned from the Board. Mr. Albert Ryer would like to be appointed for the remainder of Mr. Doss' term, which expires March 1, 2025.

I am requesting that these board member appointments be placed on the next agenda.

ATTACHED:
N. Mtg. Vol. Fire Prot. Aut 19

North Montgomery Volunteer
Fire Protection Authority

Members:	**Term Expires:**
Anthony Raborn 2934 Willena Avenue Montgomery, AL 36110 Cell: 799-7355	3/1/2021
Thomas Barker 4511 Coosada Ferry Road Montgomery, AL 36110 Home: 263-0307 Cell: 850-1782 Southern Linc: 82*1782	3/1/2023
Tom Gaddy 101 Hope Drive Montgomery, AL 36110 Home: 277-9630	3/1/2023
John Doss 64 Maplewood Drive Montgomery, AL 36110 Home: 265-9441	3/1/2025
Joe Glenn 4560 Coosada Ferry Road Montgomery, AL 36110 Home: 264-5795	3/1/2025

Term: 6 years

PINTLALA WATER SYSTEM, INC.

123 FEDERAL ROAD
HOPE HULL, ALABAMA 36043

PHONE: (334) 288-5054
FAX: (334) 288-7387

February 23, 2021

Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

Dear Commissioners,

On March 1, 2021, the term for Wayne G. Hatcher is due to expire. I, Wayne G. Hatcher would like to request being reappointed to the Pintlala Water and Fire Protection Authority board.

Thank you for your help and consideration in this matter.

Sincerely,

Wayne G. Hatcher

WAYNE G. HATCHER

Pintlala Water & Fire Protection Authority

Members:	**Term Expires:**
William “Bill” Huneycutt 164 Tahoma Drive Letohatchee, AL 36047	3/1/2023
Wallace Bush, Jr. 4430 Robert C. Ham Road Montgomery, Alabama 36108 Phone: 334-322-7311	3/1/2025
Wayne G. Hatcher 195 Lamar Road Hope Hull, AL 36043 Phone: 281-4180	3/1/2021

Cc: Chairman
Maintenance: Fran Pugh, 288-5054)

Term: 6 years

Memo

Re: Starting Salary for Court Therapist II

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Ray Williams, Chief Probation Officer

BACKGROUND INFORMATION:
I am requesting that I be allowed to fill the position of Court Therapist II starting at Pay Grade A10 - Step 3 for the Montgomery County Youth Facility Court. This memo serves as a request to be placed on the March 2nd Information Session agenda. Thank you for your consideration.

ATTACHED:
Start salary Court Therapist II - Revised - 2-23-21
2021 Youth Facility Juvenile Court PositionBudgetReport - 2-23-21

Memo

To: Ms. Florence Cauthen, Montgomery County Administrator

From: Ray Williams, Chief Probation Officer

Date: February 22, 2021

Re: Starting Salary for Court Therapist II

The Family Court of Montgomery County, Alabama, Juvenile Division, has been trying to fill a Court Therapist II position since March 2020. Due to a lack of qualified applicants, the Montgomery City-County Personnel has advertised this position on three (3) separate occasions. Ultimately, the minimum required educational qualification for the position was reduced from a PhD to a master's degree in a social service field and licensed as a Psychologist or Licensed Professional Counselor (LPC). We have now identified a candidate that we wish to hire.

One aspect of the juvenile justice system is centered around the rehabilitation of juveniles. The person who occupies this position will play a vital role at the Juvenile Court by being responsible for evaluating and documenting our juvenile clients' mental and emotional statuses, providing treatment, and coordinating needed services with other agencies. The Court Therapist II position is classified at A10. Step 1 starts at $56,189.00. However, the identified candidate to hire is requesting a starting salary of $60,000.00. This person is the most suitable for the position. Therefore, I am recommending that we hire this person starting at Step 3 which is $60,156.00. This will be an addition of $3,967.00 to our budget.

2021 Youth Facility Juvenile Court Position Budget

Budget Year 2021
Current Data

Position		Status	Employee	Wage	Tax	Benefit	Workers' Comp	Total
Department	**YFC - Youth Facility Juvenile Court**							
930013009	Administrative Support Associate	Promoted	DAVIS, TONYA DENISE - 10844	28,343.00	2,169.00	12,863.00	.00	43,375.00
930013094	Administrative Support Associate	Promoted	LAMB, KE'ANTRICE WYNYATTA - 10771	28,343.00	2,169.00	12,126.00	.00	42,638.00
930326001	Chief Probation Officer	Promoted	WILLIAMS, RAY MICHAEL - 81557	85,124.00	6,531.00	20,035.00	.00	111,690.00
930378002	Court Operations Clerk II	Promoted	TAYLOR, BARBARA A - 81387	43,725.00	3,345.00	14,827.00	.00	61,897.00
930378051	Court Operations Clerk II	Promoted	COLLINS, TRACY A - 10436	46,007.00	3,521.00	15,119.00	.00	64,647.00
930340002	Court Therapist I	Promoted	ENGLE, LINDA PARSLEY - 80452	66,290.00	5,072.00	17,671.00	.00	89,033.00
930345039	Court Therapist II	Promoted		56,190.00	4,299.00	16,394.00	.00	76,883.00
930304008	Juvenile Probation Officer	Promoted	SMITH, JESSICA LEIGH - 81237	42,006.00	3,215.00	14,606.00	.00	59,827.00
930304007	Juvenile Probation Officer	Promoted	PARHAM, KIMBERLYN LATRICE - 10623	41,408.00	3,169.00	14,531.00	.00	59,108.00
930304091	Juvenile Probation Officer	Promoted	SILVA, SHANNON F - 10174	42,687.00	3,285.00	14,694.00	.00	60,666.00
930304010	Juvenile Probation Officer	Promoted	WERT, RACHEL LINETT - 10347	41,408.00	3,169.00	13,455.00	.00	58,032.00
930304092	Juvenile Probation Officer	Promoted	SIKES, ANN C - 81300	45,248.00	3,463.00	15,021.00	.00	63,732.00
930304053	Juvenile Probation Officer	Promoted	ALLEN, ELIZABETH RUTLEDGE - 11095	38,615.00	2,955.00	14,172.00	.00	55,742.00
900304007	Juvenile Probation Officer	Promoted		36,285.00	2,777.00	13,869.00	.00	52,931.00
930304095	Juvenile Probation Officer	Promoted		36,285.00	2,777.00	13,869.00	.00	52,931.00
930304026	Juvenile Probation Officer	Promoted		36,285.00	2,777.00	13,869.00	.00	52,931.00
930304034	Juvenile Probation Officer	Promoted	ANTHONY, SHERUNDA NATRICE - 80231	43,966.00	3,364.00	14,857.00	.00	62,187.00
930306031	Juvenile Probation Officer II	Promoted	ANTHONY, LAVENNIA DAVIS - 81458	55,063.00	4,231.00	16,262.00	.00	75,556.00
930306001	Juvenile Probation Officer II	Promoted	BURNETT, JAMIE CHRISTOPHER - 81597	51,857.00	3,987.00	15,860.00	.00	71,704.00
930306026	Juvenile Probation Officer II	Promoted	TAPLEY, EUGENIA N - 80720	56,667.00	4,336.00	16,463.00	.00	77,466.00
930306071	Juvenile Probation Officer II	Promoted	ASHURST, AMANDA LEIGH - 80470	58,272.00	4,458.00	16,665.00	.00	79,395.00
930306028	Juvenile Probation Officer II	Promoted	GREGG, GARRY L - 81407	57,869.00	4,428.00	9,930.00	.00	72,227.00

Position		Status	Employee	Wage	Tax	Benefit	Workers' Comp	Total
930306025	Juvenile Probation Officer II	Promoted	MASON, NATALIE POWELL - 26475	67,894.00	5,195.00	17,872.00	.00	90,961.00
930306036	Juvenile Probation Officer II	Promoted	ANDERSON, TYRONE - 905	66,290.00	5,072.00	10,014.00	.00	81,376.00
930306024	Juvenile Probation Officer II	Promoted	MORGAN, DOUGLAS W - 80307	61,480.00	4,704.00	17,067.00	.00	83,251.00
930306054	Juvenile Probation Officer II	Promoted	THOMAS, ALEX M - 53953	67,894.00	5,213.00	17,872.00	.00	90,979.00
930306029	Juvenile Probation Officer II	Promoted	ROGERS, JAMES COLBURN - 10064	51,857.00	3,987.00	15,860.00	.00	71,704.00
930308075	Juvenile Probation Supervisor	Promoted	FRAZIER, PRESTON K - 80471	66,105.00	5,058.00	17,649.00	.00	88,812.00
930308031	Juvenile Probation Supervisor	Promoted	STRICKLAND, PATRICIA - 51783	83,952.00	6,441.00	19,888.00	.00	110,281.00
930308037	Juvenile Probation Supervisor	Promoted	WIMBLEY, RHONDA JOHNSON - 81408	62,140.00	4,755.00	17,151.00	.00	84,046.00
930308035	Juvenile Probation Supervisor	Promoted	BOMAN, ONTKENO K - 10572	58,173.00	4,451.00	15,140.00	.00	77,764.00
930019005	Senior Administrative Assistant	Promoted	PEAVEY, LYNN HENLEY - 80925	49,091.00	3,756.00	15,513.00	.00	68,360.00
Department **YFC - Youth Facility Juvenile Court** Totals		Positions 32		$1,672,819.00	$128,129.00	$491,184.00	$0.00	$2,292,132.00
Grand Totals		Positions 32		$1,672,819.00	$128,129.00	$491,184.00	$0.00	$2,292,132.00

Montgomery County Commission

Position Fill Request – Unbudgeted

County Commission - Information Session - Mar 02 2021

Department:	Community Corrections	**Department Head:**	Phil Bryant
		Supervisor:	Phil Bryant

POSITION INFORMATION:

Title:	Community Corrections Technician	**Number:**	CO0357
Pay Grade:	A04	**Pay Range:**	28,765-42,978
Type of Hire:	New	**Type of Appointment:**	Permanent
Proposed Effective Date:	March 26, 2021		

JUSTIFICATION:

CCP Officer resigned, instead of requesting to fill an officer position, I am requesting a lower classification position. This will save the county approximately $9,000.00 annually.

Phil Bryant — February 19, 2021

Department Head — Date

FINANCIAL IMPACT:

The current budget includes a Community Corrections Officer. Replacing the position with a Community Corrections Technician will result in savings in the current budget.

Sherrill Thomas — February 23, 2021

Finance Director — Date

ADMINISTRATIVE REVIEW/COMMENTS:

Florence Cauthen — February 25, 2021

County Administrator — Date

Montgomery County Commission

Position Fill Request – Unbudgeted

County Commission - Information Session - Mar 02 2021

Department:	Community Corrections	**Department Head:**	Phil Bryant
		Supervisor:	Phil Bryant

POSITION INFORMATION:

Title:	Community Corrections Technician	**Number:**	CO0357
Pay Grade:	A04	**Pay Range:**	28,765-42,978
Type of Hire:	New	**Type of Appointment:**	Permanent
Proposed Effective Date:	March 26, 2021		

JUSTIFICATION:

An employee hired as an officer is requesting a Technician position. The Technician position doesn't require an APOST certification. The Technician position pays less and will save the county money.

Phil Bryant — February 19, 2021

Department Head — Date

FINANCIAL IMPACT:

The current budget has a Community Corrections Officer position. Replacing it with a Community Corrections Technician will result in a savings to the current budget.

Sherrill Thomas — February 23, 2021

Finance Director — Date

ADMINISTRATIVE REVIEW/COMMENTS:

Florence Cauthen — February 25, 2021

County Administrator — Date

Montgomery County Commission

Position Fill Request – Unbudgeted

County Commission - Information Session - Mar 02 2021

Department:	Personnel Department	**Department Head:**	Carmen Douglas
		Supervisor:	Carmen Douglas

POSITION INFORMATION:

Title:	Personnel Associate	**Number:**	
Pay Grade:	A07	**Pay Range:**	$40,664-$60,755
Type of Hire:	Promotional	**Type of Appointment:**	Permanent
Proposed Effective Date:	March 15, 2021		

JUSTIFICATION:

Personnel Associate slots have been vacant for over a year. Because of the pandemic, I did not believe that it was an appropriate time to fill the slots. We currently have over 50 jobs to fill in addition to our other duties. The current staff cannot support this workload in a timely fashion.

Carmen Douglas — February 24, 2021

Department Head — Date

FINANCIAL IMPACT:

The annual salary and benefit cost of a Personnel Associate position is $58,305. The 2021 budget will increase by one-half of this with a March start date. The vacancy was removed from the 2021 budget because of the hiring freeze when the budget was developed. The City of Montgomery funds 80% of the Personnel budget.

Sherrill Thomas — February 24, 2021

Finance Director — Date

ADMINISTRATIVE REVIEW/COMMENTS:

Florence Cauthen — February 25, 2021

County Administrator — Date

Memo

Re: Hiring Plumber at Irregular Step

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

City-County Personnel announced a plumber position on October 29, 2020, and, to date, has received only one application. The sole applicant is certified in plumbing, HVAC and gas and has a very good work history. His certification in three trades brings value to the County. Based on his qualifications and experience, it is reasonable to hire him at S10/8.

FINANCIAL IMPACT:

The plumber position is currently budgeted at S10/10. A starting salary at S10/8 generates a savings of $2,639.

RECOMMENDATION:

I request that consideration to hire a plumber at S10/8 be placed on the next agenda.

Memo

Re: Employee Cost of Living Adjustment

Date: County Commission - Information Session - Mar 02 2021

To: Montgomery County Commission

From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:
Because of the uncertainty of the effects of COVID on County revenues, the Fiscal Year 2021 budget did not include funding for an employee Merit increase. Budget discussions did include reviewing the 2020 results and 2021 revenue trends and consider a Cost of Living Adjustment (COLA) on April 1, the halfway point of the 2021 budget year.

Sales tax revenues, which represent 40% of the County General Fund increased over 3% in FY 2020 compared to FY 2019 collections, and FY 2021 sales tax revenues show an increase of 8% through January 2021 collections compared to the same FY 2020 period. Other revenues are trending in line with 2020 collections.

FINANCIAL IMPACT:
The estimated cost of the COLA is $700,000 with about $600,000 attributable to the General Fund. The half-year COLA approximates the cost of what an employee Merit would have been.

RECOMMENDATION:
Based on the FY 2020 financial results and the 2021 year to date trends, I recommend that the County consider approving a 3% COLA effective April 1, 2021.

The City of Montgomery, Alabama and Montgomery County Commission

SMALL AND MINORITY BUSINESS SUPPORT INITIATIVE PROGRAM

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Montgomery County Commission, City of Montgomery and the Moore-Zeigler Group, LLC, a contract services provider, has an effective start date of March 1, 2021 and an ending date of March 1, 2022. During the period of the agreement Moore-Zeigler Group, LLC agrees to provide, at a rate of 7,500.00 per month (60% paid by the city, 40% paid by the county), not to exceed a total cost of $90,000.00 per year, the following services to Montgomery County Commission and the City of Montgomery.

• Serve as Program Manager to implement the Small and Minority Business Support Initiative Program;

• Strengthen the presence and work of the Small and Minority Business Support Initiative Program by developing results driven initiatives, goals, and metrics;

• Create a resource hub that will allow small and minority business owners access to materials from entrepreneurship experts and business owners while promoting peer-to-peer learning and network building among participants;

• Develop a program offering one-on-one consulting on business planning, operational improvements, and financial planning for DBE's and small business owners.

• Develop partnerships with national groups and organizations that offer guidance and world-class resources;

• Assist program participants with preparation for introductory meetings with potential buyers, procurement, and offices of supplier diversity;

• Assist program participants with preparation and development of bids documents or refer them to resources for assistance;

• Assist program participants throughout the entire offer process, proposal submission, contracts, and payment collection;

• Assist with developing pathways for success for small and minority businesses;

• Engage all active small business resource agencies and business associations to ensure inclusion and representation of all sectors of the business community;

• Convene a series of workshops and summits (encouraged to be virtual due to the pandemic), seminars and forums in partnership with existing small business resource agencies on the local, state, and national levels to assist program participants with being prepared to apply for bids;

• Participate on boards and host regularly scheduled small business summits.

Key Measurements:

• Communication will be disseminated to said potential entities as well as local merchant associations utilizing social media, email, telephone solicitations, texts, and mail-outs;

• Conducting a needs assessment within 45 days to determine what barriers exist to doing business with the City of Montgomery and the Montgomery County Commission for DBE's and small businesses, and develop a plan to remedy this problem;

• Conducting a SWOT analysis of the current program by May 31, 2021 with the need's assessment with recommendations or improvements;

• Work with procurement to meet a goal of 30% MBE and WBE doing business with the city of Montgomery and the Montgomery County Commission;

• Benchmark other cities and gather data on best practices.

Monitoring and Evaluation:

MZG will provide to the city and county a monthly written report detailing all activities performed on behalf of the city and county. MZG will solicit feedback from the city and county as to any specific area or direction each wishes to have addressed and request an evaluation of those activities relative to the effectiveness all MZG activities.

Final Report:

Moore-Zeigler Group will provide to the city and county, a final detailed report at the completion of the 12- month period. The report will be submitted to the city and county 30 days after the contract period is completed.

The Moore-Zeigler Group, LLC, fully understands that the $7,500.00 per month fee covers all consultant costs to include, but are not limited to, food, lodging, travel, parking or the purchase of administrative supplies. The Montgomery County Commission, City of Montgomery and The Moore-Zeigler Group, LLC concur that his agreement in no way represents full-time or permanent employment, nor does the contract services provider have a claim or right to any benefits paid to any employee of the Montgomery County Commission and City of Montgomery.

The consultant is engaged as an independent contractor and is not eligible for fringe benefits including retirement, medical insurance, FICA matching contributions, etc. All parties understand that this agreement represents a contract relationship and that the contract service provider is fully responsible for paying their own taxes.

The Moore-Zeigler Group, LLC	**The City of Montgomery**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

Montgomery County Commission

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

County Attorney

Salary Range:
Grade A-15 $89,701 - $133,664 Annually *or*
Grade A-16 $99,360 - $148,455 Annually

Position Overview:

The County Attorney shall be the legal advisor to the Montgomery County Commission, the County Administrator, County Department Heads, and other governmental subdivisions and constitutional officers in all matters of civil law relating to Montgomery County. The County Attorney shall attend all meetings of the Montgomery County Commission unless otherwise directed. The County Attorney shall represent the County in all Courts in the State of Alabama and Federal Courts when necessary to do so. Upon request, the County Attorney shall assist all constitutional officers and department heads of Montgomery County government concerning the general operation of their departments with regard to such legal matters as they shall need, including representation not otherwise provided for before the Courts and administrative agencies and boards of the County and State.

The County Attorney shall draft and/or review such documents, ordinances, contracts, resolutions, bids, proposed legislation and such other documents as may be necessary or required and shall make such certifications as from time to time may be required. The County Attorney shall research points of law, as necessary, and shall perform such other duties as may be assigned by the County Administrator. The County Attorney shall be and remain neutral on all matters and issues as may come before the Montgomery County Commission. The County Attorney shall report to the County Administrator.

Essential Duties and Responsibilities:

Advises Montgomery County Commissioners, County Administrator, County department heads, and other governmental subdivisions and constitutional officers in all matters of civil law relating to Montgomery County.
Represents the County in all Courts in the State of Alabama and Federal Courts as necessary, or when other provision for representation of the County has not been provided for.
Attends all County Commission meetings, unless otherwise directed.
Researches points of laws as necessary.
Prepares opinions, ordinances, resolutions, bid documents, contracts, leases, permits and other legal documents as required.
Ensures that personnel policies and practices are in compliance with federal and state regulations and guidelines.
Advises the Commission on all maters related to compliance with the Ethics Laws of the State of Alabama.
Performs other related duties as required.

Education, Experience, and Qualifications:

Education and Experience
Must be a member in good standing of the Alabama State Bar and shall not have been disciplined in any manner by the State Bar.
Must have experience representing governmental entities and elected officials in the State of Alabama.
Shall be generally familiar with Alabama Statutes and shall be specifically knowledgeable of Title 11.

Knowledge, Skill and Ability
Extensive knowledge of civil and administrative procedures, judicial procedures, and rules of evidence, principles, methods and techniques of legal research and investigation.
Considerable knowledge of Montgomery County's governmental organization, structure and functional responsibilities, including responsibilities and obligations of public officials.
Knowledge of practices and effective techniques in the presentation of court cases.
Must possess the skill to define issues, perform legal research, analyze problems, evaluate alternatives and make sound recommendations.
Have the ability to prepare clear, concise and competent resolutions, ordinances, contracts, leases, permits, reports, correspondence and other written materials.
Must be able to exercise sound independent judgment within general policy guidelines.
Must have the ability to interpret state and federal laws and constitutional provisions affecting county governmental operations. Must be able to establish and maintain effective working relationships with elected officials, department heads, supervisors and those doing business with the County.
Must be able to express ideas clearly and concisely, both orally and in writing.