Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator

Florence M. Cauthen
Deputy Administrator

(334) 832-1210
FAX (334) 832-2533

October 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Information pertaining to the November 2, 2015
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, November 2, 2015, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The Association of County Commissions of Alabama is conducting a Workshop in County Financial Administration in Prattville on Wednesday, November 4th and Thursday, November 5th. Deputy Administrator Cauthen and I will be attending this workshop.

President/CEO Gary Cobbs with Montgomery YMCA met with the Commission at out last meeting and there was discussion regarding the annual budget appropriations to the YMCA, which include the following: Unified YMCA Appropriation - $30,000; LatchKey Appropriation - $28,040; Thelma Morris After School Program- $25,000; and YMCA Childcare Program - $30,000. **Based upon discussion by the Commission, would you like Mr. Cobbs to meet with the Commission concerning funding to the four programs mentioned above during next years' budget hearings?**

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for November 2, 2015

Waived Rules Items to Consider for November 2, 2015

2. Consider Budget Change Requests (4)
   (1) County Commission Appropriations – Request Number 11
   (2) District Attorney's Office – Request Number 1
   (3) Sheriff's Office – Request Numbers 1 and 2

3. Consider Agreement of Settlement, Compromise, and Release for the Capitol City Plume Proposed Superfund Site, County Commission

4. Consider Memorandum of Agreement among Montgomery County Public Schools, City of Montgomery, Montgomery County Commission and Montgomery County District Attorney for Helping Montgomery Families Initiative (HMFI), District Attorney's Office

5. Consider Revised Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4ATL (FY2014 - $50,000), Sheriff's Office

6. Consider General Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Improvements at the Wingard Park in Grady, County Commission

7. Consider Commercial Exhibit Agreement with the Alabama National Fair & Agricultural Exposition, Inc., regarding Exhibit Space, County Commission

8. Consider Final Pay Application to Stallings & Sons, Inc., regarding Renovations to the Third Floor of Montgomery County Administration Building and Courthouse Annex III for the Probate Judge's Office, County Commission

9. Consider Bid Award to Norris Building Company, Inc., for Renovation of Montgomery County Probate and Revenue Office South, Project Number CKA#14002, County Commission

10. Consider Position Fill Request for Juvenile Probation Officer I, Position Number 900304007, Youth Facility

Items to Consider for November 16, 2015 Montgomery County Commission Regular Meeting Agenda

11. Consider Letter to the U.S. Environmental Protection Agency requesting the Agency to Reconsider their Proposed Change to the Ozone Standard for Montgomery County, County Commission

12. Consider Microsoft Enterprise Agreement Renewal for Software Products and Support, Information Systems

Personnel Actions

13. Consider Position Fill Requests – Engineering Department (4)
    (1) County Road Equipment Operator I, Position Number 610551022
    (2) County Road Equipment Operator I, Position Number 610551021
    (3) County Road Equipment Operator I, Position Number 620551021
    (4) County Road Equipment Operator II, Position Number 630552012

14. Consider Position Fill Requests – District Attorney's Office (3)
    (1) Office Runner, Position Number 408080024
    (2) Legal Support Assistant, Position Number 408020014
    (3) Investigator I, Position Number 410002005

General Information

15. Copy of Letter from Project Manager Cole Roberson with Goodwyn, Mills, and Cawood, Inc., regarding the Updated Montgomery County Solid Waste Management Plan
    - **Public Hearing – December 7th County Commission Meeting**
    - **Consider Approval of Plan – December 7th County Commission Meeting**

16. Copy of Budget Change Request from last year regarding Funding in the amount of $5,000 to River Region United Way

17. Copy of Memorandum from the Association of County Commissions of Alabama (ACCA) Office regarding Regional Debris Removal and Monitoring Contracts

18. Copy of Letter regarding Eastwood Villa Homeowners Association Concerns **(Page 18-1)** and Administrator Mims' Response **(Page 18-3)**

19. Copy of Memorandum from Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission regarding CDBG Eastwood Villa Final Report

20. Copy of Memorandum regarding the 2016 Legislative Agenda Schedule

21. Copy of Email from Executive Director Sonny Brasfield with ACCA regarding Calculation of Association Dues **(The board of directors sets the level (the amount) of the total dues to be paid by the counties and then a formula distributes the dues among the counties. Half of the dues amount is divided equally among the counties. The other half of the dues amount is divided among the counties based on population and assessed valuation of property in the county.)**

22. Copy of Memorandum regarding Board Member Appointments to the Montgomery County Community Punishment and Corrections Authority

23. Copy of Memorandum regarding the Independent Auditor's Report from the Alabama Department of Examiners of Public Accounts regarding Montgomery County Commission for the period October 1, 2013 through September 30, 2014

24. Copy of 2015 Legislative Conference Agenda for the Association of County Commissions of Alabama, which will be held December 2-3, 2015, at The Hotel at Auburn University **(We will need the names of Commissioners who will be attending this Conference)**

25. Copy of Letter from Center Director Gregory Crawford with Goodwyn Community Center requesting Funding for The Annual Senior Citizen Thanksgiving Dinner

26. Copy of Letter from Southeastern Livestock Exposition Executive Director William E. Powell requesting funding in the amount of $10,000 for the Alabama Junior Beef Expo **(Last year, Chairman Dean, Vice Chairman Harris and Commissioners Ingram, Walker and Williams appropriated $500 from each of their accounts and the Commission approved a $7,500 Budget Change Request (In House Miscellaneous Appropriations) to the Alabama Cattlemen's Association for this event for a total of $10,000)**

27. Copy of Service of Process Fee (Sheriff Process Fee) Collection for October 2015

28. Copy of Schedule of Upcoming Bids/Contract Renewals

29. Copies of Detailed Accounts Payables, paid 10/16/15 and 10/23/15; subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
NOVEMBER 2, 2015

8:00 a.m. Prayer led by Commissioner Williams

8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees

8:10 a.m. President Pam Boldin with Riley Relief Foundation and President James Hall with Newtown Mission – Presentation regarding Funding for Missing and Exploited Individuals Awareness

8:20 a.m. Project Manager Cole Roberson with Goodwyn, Mills, and Cawood, Inc. – Presentation regarding the Updated Montgomery County Solid Waste Management Plan **(General Information Item 15)**

8:30 a.m. Director of Risk Management Scott Kramer – Presentation regarding Agreement of Settlement, Compromise, and Release for the Capitol City Plume Proposed Superfund Site **(Waived Rules Item 3)**, Letter to the U.S. Environmental Protection Agency requesting the Agency to Reconsider their Proposed Change to the Ozone Standard for Montgomery County **(Future Agenda Item 11)** and Budget Change Request from last year for River Region United Way Campaign **(General Information Item 16)**

8:40 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Microsoft Enterprise Agreement Renewal for Software Products and Support **(Future Agenda Item 12)** and Update regarding Information Systems Operations

8:50 a.m. County Engineer George Speake – Presentation regarding Position Fill Requests County Road Equipment Operator I, Position Number 610551022, County Road Equipment Operator I, Position Number 610551021, County Road Equipment Operator I, Position Number 620551021, and County Road Equipment Operator II, Position Number 630552012 **(Personnel Action Item 13)** and Memorandum from the Association of County Commissions of Alabama (ACCA) Office regarding Regional Debris Removal and Monitoring Contracts **(General Information Item 17)**

9:00 a.m. President Elizabeth A. Humphrey and Advisor Lindsey Ray with Eastwood Villa Homeowner's Association – Presentation regarding Requests for their Neighborhood and CDBG Eastwood Villa Final Report **(General Information Items 18 and 19)**

9:15 a.m. District Attorney Daryl Bailey – Presentation regarding Memorandum of Agreement among Montgomery County Public Schools, City of Montgomery, Montgomery County Commission and Montgomery County District Attorney for Helping Montgomery Families Initiative (HMFI) **(Waived Rules Item 4)**

9:30 a.m. Formal Session of County Commission

10:00 a.m. Executive Session – County Attorney Gallion has requested to meet with the Commission regarding an Employee Disciplinary Matters

10:15 a.m. Adjourn

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 11

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	10/19/2015
DATE:	10/19/2015	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Transfer to Sheriff's Fund	001-62100.62749	0	25,000	25,000
Donation Revenue	001-40000.47701	(134,500)	(25,000)	(159,500)
	TOTAL	(134,500)	0	(134,500)

JUSTIFICATION:

Transfer to the Sheriff's Fund for the following programs and events:

Deputy Dave Day, a community outreach program
Easter Egg Hunt & Local Hospital Visit to Sick Children
Youth Fishing rodeo
Show and Tell Summer Camp
Halloween Trick-or-Treat Event
Christmas Collection for the Needy
National Night Out
Senior Fishing Rodeo
Neighborhood Watch Programs

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BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	District Attorney	REVIEWED:	S. Thomas	10/20/2015
DATE:	10/19/2015	Finance Director		Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	775-56120-110	518,754	26,614	545,368
Retirement	775-56120-121	56,340	2,345	58,685
Health Insurance	775-56120-122	87,780	7,980	95,760
Life Insurance	775-56120-123	870	54	924
Social Security	775-56120-124	39,696	2,037	41,733
Workers Compensation	775-56120-125	5,192	267	5,459
Child Support Reimbursement	775-40000-44284	(820,027)	(39,297)	(859,324)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	(111,395)	0	(111,395)

JUSTIFICATION:
To increase the revenue and expense budgets for a new Case Manager I position approved by the State of Alabama.

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BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	10/20/2015
DATE:	10/20/2015	Finance Director		Date
REQUESTED BY:	Derrick Cunningham	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52110.551	550,000	45,000	595,000
Town of Pike Road Contribution	001-40000.44916	0	(45,000)	(45,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	550,000	0	550,000

JUSTIFICATION:

To increase the Sheriff Motor Vehicle Budget for a $45,000 contribution from the Town of Pike Road for the purchase of a vehicle.

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BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	10/28/2015
DATE:	10/28/2015	Finance Director		Date
REQUESTED BY:	Derrick Cunningham	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Law Enforcement Supplies	001-52110.219	178,316	68,000	246,316
Motor Vehicles	001-52110.551	595,000	32,748	627,748
Insurance from Property Damage	001-40000.47311	0	(13,122)	(13,122)
Fund Balance	001.35900		(87,626)	
				0
	TOTAL	773,316	0	860,942

JUSTIFICATION:
To increase the Sheriff motor vehicle budget for proceeds from insurance on wrecked vehicles. ($19,626 received in FY 2015 and $13,122 received in FY 2016). In FY 2015 the Sheriff had available budget of $68,000 for the purchase of vehicle supplies and assessories that could not be completed because of the contract expiration. A carryover of the funds is needed.

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A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

October 22, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Director of Risk Management

SUBJECT: Downtown Environmental Alliance – Recommended Settlement

Over the last three years, a public-private partnership was formed to address the environmental issues in Downtown Montgomery. This partnership was named the Downtown Environmental Alliance. Chairman Elton N. Dean, Sr., and I have represented the County's interests through several meetings during this time period. In addition, Attorney Gallion and Attorney Walker have attended some of these meetings in the past. In the last several weeks, Knox Kershaw (which maintained a small administrative office in Downtown) has stated that as a good corporate citizen, they would contribute $10,000 to the Downtown Environmental project.

Other members of the Downtown Alliance have approved this settlement. I am requesting that the Commission consider approving this settlement which has been reviewed and approved by our County attorney. I am recommending that the Commission waive rules to approve this settlement at the next meeting.

cc: Florence Cauthen, Deputy Administrator

Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334 265 8573 | f 334 264 7945

MEMORANDUM

October 21, 2015

TTG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement of Settlement, Compromise and Release for the Capital City Plume Proposed Superfund Site

I have reviewed your Memorandum dated October 20, 2015, along with the Agreement of Settlement, Compromise, and Release for the Capitol City Plume Proposed Superfund Site which has been executed by Knox Kershaw, Inc. and the City of Montgomery.

It is my opinion that this agreement appears to be in order and will be binding on all parties if executed.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

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CAPELL & HOWARD P.C.
ATTORNEYS AT LAW
MONTGOMERY • OPELIKA / AUBURN

Henry H. Hutchinson

(334) 241-8070 Direct
(334) 241-8270 Direct Fax
hh@chlaw.com

October 19, 2015

Via Hand Delivery

Kimberly O. Fehl, Esq., City Attorney
City of Montgomery
City Hall
103 N. Perry Street
Montgomery, AL 36104

Re: Knox Kershaw, Inc.
Downtown Environmental Alliance

Dear Kim:

Enclosed are two copies of Agreement of Settlement, Compromise, and Release for the Capital City Plume Proposed Superfund Site, which have been executed by Knox Kershaw, Inc. Also enclosed is KKI's check in the amount of $10,000. Please have the other parties to the Agreement execute both copies and return one fully executed counterpart to me.

This payment is made by KKI, not because of any fault or participation by it in the Capital City Plume matter, but because of KKI and Knox Kershaw's desire to assist the City in resolving the issues raised by, and difficulties resulting from, that matter.

Sincerely yours,

Henry H. Hutchinson

HHH:nm
Enclosures

cc: Mr. Knox Kershaw

150 SOUTH PERRY STREET (36104), POST OFFICE BOX 2069, MONTGOMERY, ALABAMA 36102-2069
334 241 8000 *tel* 334 323 8888 *fax* www.capellhoward.com

AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE FOR THE CAPITOL CITY PLUME PROPOSED SUPERFUND SITE

This Agreement of Settlement, Compromise, and Release for the Capitol City Plume Proposed Superfund Site ("Settlement Agreement") is made and entered into this ____ day of October, 2015, by and between Knox Kershaw, Inc. ("KKI") and The Advertiser Company ("Advertiser"), City of Montgomery ("City"), the Montgomery County Commission ("County"), the State of Alabama ("State"), and the Water Works & Sanitary Sewer Board of the City of Montgomery ("Water Board"), collectively the Downtown Environmental Alliance ("Alliance"), (hereinafter referenced collectively as the "Settling Parties" or "Parties") on the following terms and conditions:

WHEREAS, the Alliance anticipates entering into an Agreement ("ADEM Agreement") with the Alabama Department of Environmental Management ("ADEM") with respect to the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama, United States ("Capitol Site");

WHEREAS, pursuant to the anticipated ADEM Agreement, the Alliance members will agree to perform certain work at the Site ("the Work");

WHEREAS, the Alliance has reached a tentative agreement with the United States Environmental Protection Agency ("EPA") regarding EPA's claim for past costs at the Capitol Site ("EPA Past Costs Settlement") pursuant to Section 107 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607;

WHEREAS, once the Alliance executes the ADEM Agreement and EPA Past Costs Settlement, and EPA and ADEM execute a Memorandum of Agreement regarding the Capitol Site ("MOA"), the Alliance anticipates that regulatory oversight of the Capitol Site will be transferred from EPA to ADEM and all future Work by the Alliance at the Capitol Site will be performed under the oversight of ADEM;

WHEREAS, KKI, pursuant to and subject to this Settlement Agreement, will pay a fixed and specific sum to the Alliance to fully and completely settle its potential liability for Covered Matters at the Capitol Site, including any future final remedy for the Capitol Site;

WHEREAS, the Settling Parties deny all liability at the Capitol Site, and except as provided herein, reserve all rights and claims;

NOW, THEREFORE, in consideration of the foregoing, the Settling Parties mutually agree as follows:

1. Definitions.

As used in this Settlement Agreement, all defined terms shall have the meanings set forth below:

1.1. **CERCLA** shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq. The terms "Remedy," "Remedial Action," "Removal," "Response," "Release" and "Hazardous Substance" shall have the meanings assigned to such terms in Section 101 of CERCLA, 42 U.S.C. § 9601;

1.2.1 Subject to Section 1.2.2 below, **Covered Matters** shall mean any and all claims by any party against for the following:

(a) all past, present, and future Response Costs incurred or to be incurred by the Alliance, EPA, ADEM, and any other person for the Capitol Site relating to Releases of Hazardous Substances in groundwater at the Capitol Site. Covered Matters shall include claims for money damages, equitable relief, and/or contribution brought pursuant to any federal or state statute, regulation, or common law;

(b) all past, present, and future Response Costs incurred or to be incurred to comply with the ADEM Agreement;

(c) all Response Costs to comply with potential Future Orders (as defined below) or judicially or administratively approved settlements for the liability described in 1.2.1(a) above; and

(d) third-party claims arising out of the Alliance's implementation of any past, present, or future remedial actions or Future Orders or judicially or administratively approved settlements for the liability described in 1.2.1(a) above;

1.2.2 Covered Matters shall <u>not</u> mean:

(a) any claims or costs relating to the enforcement of this Settlement Agreement;

(b) any and all claims for natural resource damages related to the Capitol Site under 42 U.S.C. §§ 9607(a)(C) and 9607(f), or any similar federal, state or local law, regulation or ordinance regarding natural resources;

(c) any and all claims for toxic torts, personal injury, or property damage;

(d) criminal liability;

(e) liability for any indoor air contamination;

(f) claims of any nature related to any facility or site other than the Capitol Site, including any soil, soil vapor, or groundwater contamination unrelated to the Capitol Site, at any facility or former facility of KKI; and

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(g) claims by any third party against KKI for contractual indemnity or related to KKI's insurers;

1.3 Downtown Environmental Alliance ("Alliance") shall mean the Alliance Members including: The Advertiser Company ("Advertiser"), the City of Montgomery ("City"), the Montgomery County Commission ("County"), the State of Alabama including the Alabama Law Enforcement Agency ("ALEA") as successor-in-interest to the Alabama Department of Public Safety, the Alabama Department of Education ("Education"), the Alabama Department of Post-Secondary Education, the Alabama Department of Transportation ("ALDOT"), and the Water Works & Sanitary Sewer Board of the City of Montgomery ("Water Board");

1.4 Future Orders shall mean an EPA or ADEM order that requires the Alliance to incur any Response Costs to the extent such Response Costs are to address the release of Hazardous Substances identified through the environmental investigation at the Capitol Site, excluding contamination at any current or former facility of KKI, other than soil, soil vapor, and/or groundwater contamination within the area of the Capitol Site;

1.5 Capitol City Plume Proposed Superfund Site or Capitol Site shall mean the Capitol City groundwater plume as defined in the ADEM Agreement, attached herein as Appendix 1;

1.6 RCRA shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq.;

1.7 Response Costs shall mean past and future costs, including investigative and administrative costs; the obligation to perform any Removal and Remedial Action; costs of operation, maintenance and monitoring of any Removal or Remedial Action; costs of government agency oversight of any Removal or Remedial Action; and any other costs of complying with any directive, order or requirement of a federal or state agency in connection with the Capitol Site;

1.8 Settlement Amount shall mean that total amount listed in Section 4.1 which has been agreed upon betweenand the Alliance to fully resolve KKI's liability with respect to Covered Matters;

1.9 Settling Entity shall mean Knox Kershaw, Inc., an Alabama corporation with its headquarters located at 11211 Trackwork Street, Montgomery, Alabama 36117;

1.10 Settling Parties or Settling Party shall mean KKI and the Alliance, individually or collectively;

1.11 State shall mean the State of Alabama, as well as all of its agencies, divisions, and departments, including but not limited to the Alabama Department of Education, Alabama Department of Post-Secondary Education, Alabama Department of Transportation, and

Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety.

2. **Purpose.**

The terms of this Settlement Agreement shall control the manner and means by which the Settling Parties will settle claims and causes of action by and among each other for the Covered Matters pursuant to CERCLA, RCRA, and other federal and state statutory and common law.

3. **Nature of Settlement Agreement.**

The Settling Parties acknowledge that the consideration tendered and received herein, the promises, undertakings and agreements made, and the execution of this Settlement Agreement, are in compromise and settlement of disputed claims and are not admissions of liability on the part of any of them, and that each of the Settling Parties is willing to perform its obligations hereunder for the purpose of resolving their differences and to avoid the burden and expense of protracted litigation relating to the Covered Matters. Neither this Settlement Agreement, nor any performance hereunder by any Settling Party, shall create any rights on behalf of any other person or entity not a party hereto. Notwithstanding the foregoing, this Settlement Agreement shall be fully admissible in any proceeding to enforce the Settling Parties' rights and obligations hereunder. Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Settling Parties.

4. **Payment by Settling Entity.**

4.1 **Payment by KKI.** In settlement of the Covered Matters, and in consideration of the mutual undertakings and benefits in this Settlement Agreement, KKI shall pay the Alliance the sum of $10,000 ("Settlement Amount") no later than fourteen (14) days after notice is given to KKI of the complete execution of the ADEM Agreement, the EPA Past Costs Settlement, and the MOA. Payment of the Settlement Amount shall be in U.S. Dollars by check made payable to the City of Montgomery for the benefit of the Alliance.

4.2 **Payment Not Penalty.** The payment made by KKI is intended by KKI to represent KKI's contributions to the Covered Matters and is not a penalty or monetary sanction.

5. **Releases, Certification, Assignments, Covenants Not to Sue, and Contribution Protection.**

5.1 **Alliance Members' Release and Covenant Not to Sue.** Upon the Alliance's receipt of the Settlement Amount, the Alliance Members release, forever discharge, and covenant not to sue KKI , its parents, subsidiaries, affiliates, directors, officers or employees in any capacity, shareholders, agents, successors or assigns for Covered Matters.

5.2 **Settling Entity's Release and Covenant Not to Sue.** Upon the parties' execution of this Settlement Agreement, and the complete execution of the ADEM Agreement,

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the EPA Past Costs Settlement, and the MOA, KKI releases, forever discharges, and covenants not to sue the Alliance Members, their parents, subsidiaries, affiliates, directors, officers or employees in any capacity, shareholders, agents, officers, successors or assigns for Covered Matters.

5.3 Effectiveness of Releases. The release in Section 5.1 will be effective upon the Alliance's receipt of KKI's full payment of the Settlement Amount as provided in Section 4.1. The release in Section 5.2 will be effective upon the parties' execution of the Settlement Agreement and the complete execution of the ADEM Agreement, the EPA Past Costs Settlement, and the MOA.

5.4 Reservations, Limitations. In construing the scope of the releases granted in Sections 5.1 and 5.2 above, the following reservations and limitations shall apply:

(a) Nothing in this Settlement Agreement is intended to release the joint and several liability of any person or private or public entity at the Capitol Site who is not a Settling Party under this Settlement Agreement;

(b) The Settling Parties agree that compliance with the terms of this Settlement Agreement shall satisfy the claims of the Settling Parties against one another only for Covered Matters and that the Alliance intends to reserve all claims and actions against non-participants, including without limitation, all claims and actions assigned by KKI pursuant to this Settlement Agreement;

(c) KKI agrees that it is settling for only the persons and entities included in the definition of Settling Entity; and

(d) Each Settling Party expressly reserves the right to take such actions as against any other Settling Party as may be necessary to enforce this Settlement Agreement.

5.5 Assignments. In consideration of the mutual undertakings and benefits in this Settlement Agreement, KKI hereby assigns to the Alliance any and all claims, defenses and remedies of KKI against any other persons or public or private entities arising out of Covered Matters, except for (a) past, present or future claims against any person or entity relating to insurance coverage or for contractual indemnity with respect to KKI's alleged liability with respect to the Covered Matters, and/or (b) claims arising out of any failure of KKI to comply with the terms of this Settlement Agreement. The Settling Parties intend through this assignment to enable the Alliance to recover fully as allowed by law against such parties. KKI agrees to provide such reasonable cooperation and assistance to the Alliance as is necessary to effectuate the intent of this Section 5.5. KKI shall neither have nor incur litigation costs or attorney's fees regarding the assigned claims, nor share in any recoveries under this Section 5.5.

6. **Confidentiality of this Settlement Agreement and Shared Information.**

(a) To the extent allowed by law, each Settling Party agrees that this Settlement Agreement, its terms, and all shared information received from any Settling Party, its counsel or technical consultants pursuant to this Settlement Agreement, shall be held in strict confidence by the receiving Settling Party and that this Settlement Agreement, its terms, and such shared information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Settlement Agreement. Nothing herein is intended to negate or alter any confidentiality agreements between the Settling Parties entered into before the effective date of this Settlement Agreement.

(b) If the terms of this Settlement Agreement or such shared information becomes the subject of an administrative or judicial order, or public records request requiring disclosure of such information by a Settling Party, where the information will be unprotected by confidentiality obligations, the Settling Party may satisfy its confidentiality obligations hereunder by notifying the other Settling Parties.

(c) Each Settling Party shall take all necessary and appropriate measures to ensure that any person or private or public entity that is granted access to the terms of this Settlement Agreement or any shared information or that participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Settlement Agreement, is familiar with the terms of this Settlement Agreement and complies with such terms as they relate to the duties of such person or entity.

(d) The Settling Parties intend by this Section 6 to protect from disclosure the terms of this Settlement Agreement.

(e) The confidentiality obligations of the Settling Parties under this Section 6 shall remain in full force and effect, without regard to whether potential actions arising out of the Covered Matters are terminated by final judgment, and shall survive any termination of this Settlement Agreement. The provisions of this Section 6 shall not apply to information which is now or hereafter becomes public knowledge without violation of this Settlement Agreement, which is sought and obtained from a Settling Party pursuant to applicable discovery procedures and not otherwise protected from disclosure or which is required to be disclosed pursuant to any applicable open records law.

(f) Information subject to the confidentiality provision of this Section 6 shall be governed for purposes of admissibility in any later litigation by Rule 408 of the Federal Rules of Evidence. Each Settling Party agrees that the purposes of the confidentiality provisions are to prevent dissemination of the terms of this Settlement Agreement to persons who are not parties to this Settlement Agreement and to restrict the admissibility of this Settlement Agreement and shared information. Each Settling Party further agrees that the receipt and knowledge of the terms of this Settlement Agreement or any shared information pursuant to this Settlement Agreement shall not be the basis for disqualification of any person from participation in any subsequent administrative or legal proceeding, including litigation for Recovery of Response Costs.

(g) Nothing in this Section 6 is intended to prohibit the sharing of information with a Settling Party's insurers for the purpose of obtaining coverage for a Settling Party's costs. All information provided to an insurer is subject to the confidentiality provisions of this Section 6.

7. **Denial of Liability and Reservation of Rights.**

Except as expressly provided by the terms of this Settlement Agreement, this Settlement Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, liability or fault, a waiver or release of any right or defense not specifically enumerated, or an estoppel against any Settling Party, by Settling Parties as among themselves, or by any other person not a Settling Party.

8. **Insurance.**

The Settling Parties do not intend hereby to make any Settlement Agreement that will prejudice any Settling Party with respect to its insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers.

9. **Successors and Assigns.**

This Settlement Agreement shall be binding upon the successors and assigns of the Settling Parties. No assignment or delegation by a Settling Party of its obligations under this Settlement Agreement or of this Settlement Agreement will release the assigning Settling Party without the prior written consent of the other Settling Parties, which consent will not be unreasonably withheld so long as it does not prejudice the other Settling Parties' rights under the Settlement Agreement.

10. **Advice of Counsel.**

No Settling Party, or representative or counsel for any Settling Party, has acted as counsel for any other Settling Party with respect to such Settling Party entering into this Settlement Agreement, except as expressly engaged by such Settling Party with respect to this Settlement Agreement, and each Settling Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Settlement Agreement. This Settlement Agreement has been negotiated on behalf of the parties by and with the advice of legal counsel and no general rule of contract construction requiring an agreement to be more stringently construed against the drafter or proponent of any particular provision will be applied in the construction or interpretation of this Settlement Agreement.

11. **Necessary Authorizations.**

The Settling Parties warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery and performance of this Settlement Agreement and all other actions taken or to be taken in connection with this Settlement Agreement have been fully authorized.

12. **Notice.**

All communications or notices to each Settling Party under this Settlement Agreement shall be in writing sent to the respective Settling Party's designated representative as set forth on the Settling Party's signature page ("Signature Page"). Any Settling Party may change its designated representative upon notice to the other. Any such notice shall be sent by U.S. Mail, return receipt requested, or by overnight courier service, with confirmation of delivery. Notice shall be effective two days after sending.

13. **Effective Date.**

The effective date of this Settlement Agreement shall be the date stated in the first paragraph of the recitals above.

14. **Amendments.**

No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Settlement Agreement will be effective unless evidenced by an instrument in writing signed by all of the Settling Parties.

15. **Severability.**

If any provision of this Settlement Agreement is deemed invalid or unenforceable, the balance of this Settlement Agreement shall remain in full force and effect.

16. **Separate Documents.**

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Applicable Law.**

For purposes of enforcement or interpretation of the provisions of this Settlement Agreement, the Settling Parties agree that the laws of the State of Alabama shall be applicable, except to the extent the Settling Parties agree, or a court determines federal law applies to questions arising under CERCLA or RCRA. The Settling Parties further agree not to contest personal jurisdiction in the United States District Court for the Middle District of Alabama with respect to litigation brought for such purposes.

18. Entire Agreement.

This Settlement Agreement embodies the entire agreement and understanding of the Settling Parties with respect to the subject matter herein, and supersedes any and all prior agreements, arrangements and understandings entered into with respect to the subject matter herein.

[SIGNATURE PAGE FOLLOWS]

SETTLEMENT AGREEMENT BETWEEN KNOX KERSHAW, INC. AND THE DOWNTOWN ENVIRONMENTAL ALLIANCE

SIGNATURE PAGE

IN WITNESS WHEREOF, the Settling Parties hereto enter into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Settling Party or entity on whose behalf it is indicated that the person is signing.

Downtown Environmental Alliance

Member: The Advertiser Company

By: ______________________ Dated: October ___, 2015
Name: ______________________

Authorized Representative for Notice:
Name: ______________________
Address: ______________________
Phone: ______________________
Fax: ______________________
E-mail: ______________________

Member: City of Montgomery

By: ______________________ Dated: October 20, 2015
Name: Todd Strange

Authorized Representative for Notice:
Name: Kim Fehl
Address: Post Office Box 1111, Mtgy, AL 36101-1111
Phone: (334)625-2050
Fax: (334)625-2310
E-mail: kfehl@montgomeryal.gov

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Member: Montgomery County Commission, Alabama

By: ______________________________ Dated: October ___, 2015
Name: ______________________

Authorized Representative for Notice:
Name: ____________________________
Address: ____________________________
Phone: ____________________________
Fax: ____________________________
E-mail: ____________________________

Member: State of Alabama

By: ______________________________ Dated: October ___, 2015
Name: ______________________

Authorized Representative for Notice:
Name: ____________________________
Address: ____________________________
Phone: ____________________________
Fax: ____________________________
E-mail: ____________________________

Member: Water Works & Sanitary Sewer Board of the City of Montgomery

By: ______________________________ Dated: October ___, 2015
Name: ______________________

Authorized Representative for Notice:
Name: ____________________________
Address: ____________________________
Phone: ____________________________
Fax: ____________________________
E-mail: ____________________________

Settling Entity

Knox Kershaw, Inc.

By: Knox Kershaw

Name: Knox Kershaw

Dated: October 13th, 2015

Authorized Representative for Notice:

Name:	Knox Kershaw
Address:	11211 Trackwork Street Montgomery, AL 36117
Phone:	(334) 387-5669
Fax:	(334) 270-0008
E-mail:	knox@knoxkershaw.com

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Daryl D. Bailey

District Attorney

Fifteenth Judicial Circuit of Alabama

251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

October 28, 2015

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

RE: Memorandum of Agreement for HMFI

Dear Chairman Dean:

Attached is the memorandum of agreement for the Helping Montgomery Families Initiative (HMFI) between the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery County Board of Education.

The County Commission approved their funding for HMFI at the August 17, 2015 Commission meeting.

Your signature is requested. All other approvals and signatures have been obtained.

Thank you for your continued support of HMFI.

Sincerely,

Daryl D. Bailey

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

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MEMORANDUM OF AGREEMENT
Among

MONTGOMERY COUNTY PUBLIC SCHOOLS
CITY OF MONTGOMERY
MONTGOMERY COUNTY COMMISSION
And
MONTGOMERY COUNTY DISTRICT ATTORNEY

WHEREAS, the parties, believe that education of young people is a priority in the safety and development of our community.

WHEREAS, the parties believe that, with the cooperation of all agencies mentioned, the student dropout rate can be decreased, hence enhancing the educational development of our youth.

WHEREAS, the parties recognize that suspensions and truancy have a direct correlation to the dropout rate.

WHEREAS, for several years, Montgomery Public Schools (MPS), the City of Montgomery (CITY) and the Montgomery County Commission (COUNTY) have partnered with the Montgomery County District Attorney's Office (DA) which includes Helping Montgomery Families Initiative (HMFI), to assess and address the issues of student behavior and attendance, collecting data for making improvements.

NOW, THEREFORE, desiring to continue and expand the efforts, and pursuant to the laws of the State of Alabama, especially Section 16-28-12 of the Code of Alabama, the parties hereby desire and determine to enter into this agreement to more efficiently and effectively utilize our resource toward that end.

ARTICLE I. TERMS

Section 1.1 This Agreement shall be for one year commencing October 1, 2015 and ending September 30, 2016. This Agreement may be terminated by any party providing thirty days written notice or at any time by mutual written consent of all parties.

Section 1.2 The CITY, COUNTY and MPS will provide support and funding to the DA to continue the existing HMFI suspension and truancy programs. Monies will be utilized solely to pay HMFI expenses such as staff salaries, benefits, travel (reimbursed at the federal reimbursement rate), and materials, including office supplies, postage, radio/cell phones and printing and any other expenses deemed necessary from the DA.

Section 1.3 The DA will employ staff to perform activities and duties as described under roles and responsibilities in this document. The staff will be employees of the DA's HMFI program under the direction and supervision of the Executive Director. The HMFI Director will work in

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partnership with the MPS Office of Learning Supports and any other school official as designated by the MPS Superintendent, to ensure that action steps identified within the body of this Agreement are executed. The DA shall be totally responsible for, and shall have exclusive control over, the management and disbursement of all such monies received under this agreement.

ARTICLE II.
ROLES AND RESPONSIBILITIES

Section 2.1 The CITY of Montgomery agrees to:

- Support and fund HMFI in an amount of $125,000
- Support truancy efforts of MPS

Section 2.2 The COUNTY of Montgomery agrees to:

- Support and fund HMFI in the amount of $100,000
- Support truancy efforts of MPS
- Provide adequate space, utilities and security for the HMFI staff

Section 2.3 MPS agrees to:

General

- Support and fund HMFI in an amount of $100,000

Truancy

- Require schools to generate through INOW and mail the initial letter to notify parents of the Alabama Compulsory School Attendance Law at the first unexcused absence
- Provide HMFI with weekly CSV files containing a list of students with unexcused absences for the preceding week and a list of students receiving a compulsory attendance letter
- Pay postage and mail DA/HMFI attendance alert letter
- Continue to monitor school personnel regarding the proper implementation of guidelines on attendance and discipline data entry in the INOW system
- Monitor unexcused absence rates
- Assign District Resource Officers (DROs) responsible for attendance
- Provide professional development for data entry personnel on INOW and all other attendance policies and procedures
- Monitor and spot check schools' attendance data to make sure it is in alignment with MPS policies
- Utilize school messenger to alert parents/guardians of the child's absence from school that day to include language that informs parent/guardian (s) of the three day window to submit an excuse upon a student's return to school
- Identify students who meet criteria for truancy
- Make home visits to parent/guardian(s) of truant students

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- Serve parent/guardian(s) with the written parental notification of the Alabama Compulsory Attendance Law (DROs)
- Assist with coordination of all attendance related programs
- Mail Early Warning Notices to parent/guardians
- Link students and families to services within MPS and the community
- File affidavits with Juvenile Court as necessary
- Attend court as necessary and required
- Compile annual report on truancy data

Suspensions

MPS administrative staff will use the tiered services approach for behavior intervention for all students. Any student who receives four out-of-school suspensions for any discipline infraction will be brought before the Problem Solving Team (PST) for determination of referral to HMFI for additional intervening strategies to improve behavioral success. Relevant student demographics and data will be transferred to the HMFI Executive director for services.

Behavior Offenses	Services
Tier I – First suspension	School-wide Discipline Plan Corrective strategies HMFI letter
Tier II – Second and third suspension	School-wide Discipline Plan Corrective Strategies Problem Solving Team Group/Individual Counseling Peer Mediation Special Education Services Behavior Interventionist
Tier III – Fourth and subsequent suspensions and other selected due process cases	School-wide Discipline Plan Corrective Strategies Problem Solving Team Behavior Analysis Behavior Intervention Center Special Education Services District Resources HMFI

Additionally MPS agrees to:

- Identify students who meet criteria for referral to HMFI
- Provide HMFI with student files of referred students including MPS intervention documentation
- Provide HMFI with weekly CSV files with a list of suspended students after the first suspension
- Participate with HMFI Multi-Disciplinary Team (MDT)
- Continue to monitor school personnel regarding the proper implementation of guidelines on discipline data entry in the INOW system

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- Monitor discipline issues and suspension rates
- Provide professional development for data entry personnel on INOW other data entry procedures for discipline infractions
- Monitor and spot check schools' discipline data to make sure it is in alignment with MPS policies
- Assist with coordination of all attendance related programs
- Attend court as necessary and required
- Compile annual report on suspension data

Section 2.4 The DA agrees to:

General

- Support and fund HMFI in an amount of $75,000
- Provide oversight of all HMFI staff
- Support MPS' truancy efforts
- Provide to the Office of Learning Supports quarterly activity and financial reports including quantitative and qualitative impact data.
- Comply with the Title VI of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

Truancy

- Generate the DA/TIP Alert letter to parents/guardians of students at risk after the 2nd unexcused absence from a listing provided by Student Support Services
- Coordinate Early Warning (EW) meetings with Juvenile Court and in coordination with MPS
- Work in coordination with the Office of Learning Supports to compile an annual report for all stakeholders
- Work in coordination with the Office of Learning Supports in the presentation of the annual report for all stakeholders

Suspension

- Send a warning letter to parents after the first suspension from weekly list provided by MPS
- Make contact with parents/guardians of referred students
- Send assessment letters for referred students
- Conduct home visits and complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G, a nationally recognized evidence based tool to identify specific needs that may prevent a student from behaving appropriately in a learning environment when contact is made
- Utilize a Multi-Disciplinary approach and team for the purpose of interagency information sharing and development of Individualized Intervention Plans (IIP)
- Link student and families through the IIP to services within the community

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- Maintain community partnerships that serve as referral sources for students and families
- Monitor parents/guardians compliance with the IIP
- Notify MPS Office of Learning Supports when program has reached its capacity for serving students and families
- Contact service providers within the community and MPS to determine students/families level of compliance with services
- Monitor student's behavior and progress through bi-weekly contact with parents/guardians
- Complete the NCFAS-G with families that successfully complete the program

ARTICLE III.
OUTCOMES & EVALUATION

Section 3.1 Outcomes.
The HMFI Director and Office of Learning Supports will jointly oversee the monitoring and evaluation of the following program outcomes.

(1) Improved tracking of absences
(2) Earlier identification of students at risk for truancy
(3) Increased awareness of underlying causes of truancy
(4) Increased use of interventions to address barriers to attendance
(5) Improved community awareness of importance of school attendance
(6) Decrease in filings of truancy affidavits
(7) Decreased numbers of suspension for students completing the program
(8) Decreased number of unexcused absences
(9) Annual evaluation of program effectiveness

Section 3.2 Monitoring. The 2014-15 unexcused absence reports for schools will be utilized as the baseline rate for unexcused absences. Unexcused absence reports generated through INOW for the 2015-2016 school year will be compared with the 2014-2015 baseline data. The rate of unexcused absences for each school, factoring in year-to-year enrollment changes, will be compared. The number of initial letters notifying parents of the Alabama Compulsory School Attendance law sent by each school will be monitored and compared to the number of students with unexcused absences. The Truancy Tracking generated through INOW will serve as the method to monitor specific steps taken to address truancy for each student by the DRO. HMFI will utilize an internal database to capture all interventions and families linked to services within the program.

Section 3.3 Reporting. The Office of Learning Supports will provide to the HMFI Executive Director, weekly reports detailing district-wide truancy and suspension activity. The HMFI Executive Director will provide to the Office of Learning Supports:

- Quarterly reporting of number of assessments administered with the North Carolina Family Assessment Scale-G, number of students referred to program partners and data reporting student and family compliance with partner programs, including attendance and participation
- Quarterly reporting of closed cases

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* Numbers of family IIPs on a monthly basis;

ARTICLE IV.GENERAL PROVISIONS

Section 4.1 Confidentiality. All parties will maintain the confidentiality of student and family information in accordance with the Federal Education Rights Privacy Act. HIPPA and other regulations governing privacy and to share said information only with agreed upon parties as allowed by law.

Section 4.2 Criminal Background Checks. Each person employed by the DA under this Agreement shall pass a criminal background check. The DA will be responsible for the criminal background clearances for HMFI staff.

Section 4.3 Notice. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand-delivered to the party's representative below. or (2) when deposited in the United States Mail. postage prepaid. certified mail. return receipt requested. to the party's representative below. at the address set forth herein. or at such other address as a party hereto shall have specified by written notice to the other party hereto delivered in accordance herewith.

To MPS:	Margaret T. Allen. Superintendent Montgomery Public Schools 307 South Decatur Street Montgomery. Alabama 36104
To the DA:	Daryl Bailey. Esquire District Attorney Office of Montgomery County District Attorney 100 South Lawrence Street Montgomery. Alabama 36104
To the City:	Todd Strange Mayor. City of Montgomery 103 North Perry Street Montgomery. Alabama 36104
To the County:	Elton N. Dean. Sr. Chairperson. Montgomery County Commission 101 South Lawrence Street Montgomery. Alabama 36104

Section 4.4 Proration. This Agreement is contingent upon there being no declared proration of funding by the State of Alabama. Should MPS be caused to incur any reduction in any funding during the current fiscal year. MPS shall have the option of immediately

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terminating this Agreement with no further obligation under this Agreement, as of the effective date of termination.

Section 4.5 Confidentiality of Student Information/FERPA Compliance. The DA acknowledges the need to protect personal identifying information and other information of MPS's students. MPS will ensure that its employees and all persons providing services hereunder will protect all such information from disclosure without the written consent of students and parents/ guardians and will comply with all federal and state laws and regulations pertaining to protection of student information.

More specifically, MPS acknowledges that it has designated HMFI as a "school official" with "legitimate education interests" in the information of students whose records are being shared under the terms of this Agreement, for purposes of the Family Educational Rights and Privacy Act (FERPA). Furthermore, HMFI "acts for" and is an agent of MPS only for the limited purpose of the HMFI's receiving protected information within the bounds of FERPA and other applicable federal law and regulations. Nothing in this Agreement is to be construed as establishing an agency relationship between the HMFI and MPS for any purpose other than as set out in this paragraph. HMFI agrees that it will not use or allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the MPS's FERPA policy contained in the MPS's Code of Student Behavior. HMFI acknowledges that it has obtained and reviewed a copy of this Policy and fully understands the language set forth therein.

Section 4.6 Independent Contractor/ No Agency. It is mutually agreed and understood by the parties to this Agreement that, except as provided in the FERPA Compliance paragraph,

a. the services of the HMFI are retained on an independent contractor basis,
b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, servants, agents, or subcontractors of the DA.
c. all officers, directors, employees, servants, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA, shall not be agents or employees of MPS and shall not make a claim for any benefit that is conferred upon an employee of MPS including, but not limited to, status under the Student's First Act
d. neither party is authorized to act as an agent for, or legal representative of, the other
party, and
e. neither party shall have the authority to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party.

Section 4.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

Section 4.8 No Assignment. It is expressly understood and agreed that the services provided by HMFI require special expertise. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable or delegable by HMFI unless approved in writing by MPS, such approval to be in the sole discretion of the Board of Education. In the event of

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an assignment or delegation by the DA or HMFI without the approval in writing by the BOARD, this Agreement shall automatically become voidable.

Section 4.9 Legal Construction. Should any one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. Any ambiguities in this Agreement, or any amendment or exhibit hereto, shall not be resolved against the drafter but shall be construed in accordance with their fair meaning. The parties hereto additionally acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement.

Section 4.10. Choice of Law, Jurisdiction, and Venue. It is expressly agreed and stipulated that this Agreement shall be deemed to have been made and to be performable in the State of Alabama, County of Montgomery, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Alabama. Venue and jurisdiction (if any) shall be proper only in the Federal and State Courts located in Montgomery, Alabama.

Section 4.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the DA, MPS, the CITY and the COUNTY and their respective successors, heirs, or assigns, as the case may be.

Section 4.12 Compliance with Applicable Laws. HMFI will comply with the requirements of applicable law, statutes, ordinances, rules, regulations and orders of all governmental authorities.

Section 4.13 Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein, and shall be of no effect in the construction of this Agreement.

Section 4.14 Third Parties. Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any rights, licenses, powers, privileges or remedies. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty of a party hereto to a non-party to this Agreement.

Section 4.15 Survival. The representations, warranties and covenants contained or made in the Agreement shall survive the termination of this Agreement, and the performance of the work contemplated by this Agreement.

Section 4.16 Waiver. The waiver by a party hereto of a breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent or other breach or violation of that provision, or of any other provision(s) of this Agreement.

Section 4.17 Default. It shall be an event of default hereunder if either party breaches a term or provision of this Agreement and fails to cure such breach within fourteen (14) days after receiving written notice from the other party of such breach.

Section 4.18 Limitation on Damages. In no event shall MPS or any of its Board members, officers, employees, agents, or servants be liable to the CONTRACTOR for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this Agreement, or to the performance of or breach of any provision hereof. Any damages, if otherwise recoverable, shall be limited to the amount then due pursuant to the provisions of this Agreement.

Section 4.19 No Limitation on Immunity or Other Defenses. Nothing in this Agreement may be construed to limit in any way any immunity or defenses afforded to MPS and/or its Board members, officers, employees, agents or servants pursuant to federal or state constitutional, statutory, or common law in the event of a dispute.

Section 4.21 Force Majeure. The parties' obligations under this Agreement are subject to, and neither party shall be liable for, delays or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control.

Section 4.22 Entire Agreement. This Agreement is a complete integration of and supersedes any and all prior understandings, writings, proposals, representations, and/or agreements, both oral and written, between the parties to this Agreement with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives who sign below.

MONTGOMERY PUBLIC SCHOOLS

By: Margaret Allen Date: 10-08-15
MARGARET T. ALLEN
Superintendent
307 S. Decatur Street, Montgomery, AL 36104

CITY OF MONTGOMERY

By: ______________ Date: 10/15/15
TODD STRANGE
Mayor
103 N. Perry Street, Montgomery, AL 36104

10/14 2015

APPROVED AS TO FORM

City Attorney

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MONTGOMERY COUNTY COMMISSION

By: ______________________ Date: ______________

ELTON N. DEAN, SR.
Chairperson
101 S. Lawrence Street, Montgomery, AL 36104

MONTGOMERY COUNTY DISTRICT ATTORNEY

By: Daryl D. Bailey Date: 10-13-15

DARYL D. BAILEY
District Attorney
251 South Lawrence Street, Montgomery, AL 36104

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 23, 2015

MEMORANDUM

TO	:	Elton N. Dean, Sr., Chairman Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT	:	4ATL Grant~$50,000 Cooperative Agreement

Please find attached a two original revised 4ATL Grant Cooperative Agreements with the only change being the extension date was changed from October 31, 2015, to March 31, 2016. Please place it on the next agenda so that we can continue with the said grant. Once it's approved, please sign where indicated on both original agreements and email or call Christie (ext. 7106) and she'll pick up the agreements.

Thank you.

DC/crv

encls.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Administrator Name & Address:		2. Issuing Office & Address:	
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY	4. Amount of:	5. Effective Dates	6. Award Number:
2014	Federal: $50,000.00 Total: $50,000.00	Begin:7/15/2015 End: 03/31/2016 **Amended**	4ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2014 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

5. Project Implementation: The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

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

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

Initial Here DC

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

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

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

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

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

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

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

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

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

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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

e. Equipment Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

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

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17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

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

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

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

21. Debarment Certification: With the signing of the cooperative agreement, the Administrator and the Equipment Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

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

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

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

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

26. Compliance Agreement: The Administrator and the Equipment Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

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

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

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

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Administrator or Equipment Recipient for any of the following reasons:

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Administrator allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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

31. Budget Detail Worksheet (BDW):

a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Metropolitan Medical Response System (MMRS):

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

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

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

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

34. Overtime and Backfill: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

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

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

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

36. Special Instructions: This grant is for costs related to the virtual/simulated Active Shooter Program

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CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 S. Perry St. Montgomery, Alabama 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

E-Mail Address: Derrick.Cunningham@mc-ala.org

Signature: D C Date:

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 100 S. Lawrence St., Montgomery, AL 36104

Phone Number:

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: Date:

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

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

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Elton N. Dean Sr. Title: Chairman

Signature:

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Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: General Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc.

This week, I was informed that the County Commission was awarded an $8,000 grant from the Mid-South Resource Conservation & Development Council, Inc., for improvements at the Wingard Park in Grady.

Attached is the General Grant Cooperative Agreement, which has to be approved prior to our November 16, 2015, County Commission meeting. Therefore, I am requesting for the Commission to waive rules at Monday's County Commission meeting.

DLM/tn

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General Grant Cooperative Agreement

This Agreement is made and entered into on October 1, 2015 by and between the Mid-South Resource Conservation & Development Council, Inc. and **Montgomery County Commission.**

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Wingard Park in Grady Improvements.**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

   I. To provide <u>$8000.00</u> after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2015 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and <u>are subject to proration if ordered by the State Finance Director.</u>

   II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.

   III. Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.

2. The Grantee Agrees:
   To use the funds only on a project that will have public benefits.

   I. Document the total value of the project in the final report.
   II. Operate and maintain the project with local resources.
   III. Allow pre-arranged public tours of the project.
   IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
   V. To spend grant funds only on items included and approved in the project proposal.
   VI. Sign & document:
      a. **To return this signed** COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.

6-2

b. **Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).**
c. **Explain the total "value of the project" in monetary terms in the final report.**
d. **Provide electronic pictures and documentation.**
e. **Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.**
f. **Give credit to the Mid-South RC&D Council on press releases & publications.**
g. **Call or contact the Executive Director Becky Wood @ 334-356-1855 or email to midsouthexecutivedirector@gmail.com with questions relative to spending funds.**

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D **will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.**

VIII. **Complete the project and have the appropriate documentation in our office on or before** July 15, 2016**. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with** PRIOR APPROVAL **from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.**

IX. **Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 15, 2016.** If you will be unable to complete your project by July 15, 2016, please notify Becky Wood @ 334-356-1855 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by July 1, 2016 are SUBJECT TO REVOCATION OF ALL FUNDS.
Grantees who are not able to utilize the grant funds by July 15, 2016 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 1, 2016 will not only loose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!

X. Notify the Council before starting the project. Send Project updates on the scheduled days below:

6-3

1st Update: November 30, 2015
2nd Update- February 28, 2016
3rd Update- June 30, 2016
Final Report and everything on the Project Completion Checklist Due by July 15, 2016

XI. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.

XII. Provide the Mid-South RC&D Council with a Federal Tax ID number_____________________________.

3. It is mutually agreed:

I. This agreement shall become effective on the date appearing in the first paragraph
II. The amount granted is $8000.00.
III. This agreement may be revised upon mutual consent of both parties.
IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

______________________	______________________
Mid-South RC&D Council	Date
______________________	______________________
Responsible party	Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

6-4

Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

October 26, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Alabama National Fair

During a recent county commission meeting, you requested that I get a county commission exhibit booth at the Alabama National Fair, which will be held in Montgomery, October 30-November 8, 2015. The contract for that free space has been reviewed and approved by Mr. Gallion. Therefore, I am asking that the Commission waive rules at Monday's meeting and approve the contract so that we can return it to the Alabama National Fair, as soon as possible.

Thank you.

7-1

COMMERCIAL EXHIBIT AGREEMENT
ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.
OCTOBER 30 – NOVEMBER 8, 2015
P.O. BOX 3304, MONTGOMERY, AL 36109-0304
PHONE (334) 272-6831 FAX (334) 272-6835

Name of Exhibitor: Montgomery County Commission **Contact: Didi Henry**
Mailing Address: P.O. Box 1667 Montgomery, AL 36102
Exhibit will be used for: Promote the Montgomery County Commission

Whereas, the Alabama National Fair & Agricultural Exposition, Inc., hereinafter, the Fair, a corporation duly organized under the laws of the State of Alabama, expects to install and operate a fair in the City of Montgomery, Alabama for ten (10) days beginning October 30, 2015, and continuing through November 8, 2015; and Whereas, **Montgomery County Commission** , hereinafter referred to as Exhibitor, desires to lease from Fair, commercial exhibit space for use during the period of the Fair. Now, therefore, the Fair does hereby lease space to Exhibitor, to erect, install and exhibit at the Alabama Agricultural Center & Garrett Coliseum in Montgomery, Alabama, at such location assigned to Exhibitor by the Fair Management. This lease is granted upon the following terms and conditions:

TERMS: EXHIBIT WILL BE ERECTED IN COMMERCIAL EXHIBIT SPACE #96. THE EXHIBITOR AGREES TO PAY FOR ITS ASSIGNED EXHIBIT SPACE THE TOTAL AMOUNT OF $0.00.

In the event the Exhibitor is unable to obtain liability insurance, liability insurance coverage in the amount required can be purchased through the Fair Office for $88.00. This coverage is provided through Colonial Insurance Company. Please check the box below if this coverage is needed.

☐ **I intend to purchase liability insurance coverage and have enclosed an additional $88.00 for payment of this coverage.**

In addition to the above, Exhibitor agrees to comply with the following additional conditions:

(1) The Fair will provide one 110 electrical outlet. Any additional electrical requirements must be ordered in advance and paid by Exhibitor.
(2) The Fair Management will issue to Exhibitor, at no charge, the following tickets:

1 season pass and 20 one time admission tickets

The Fair Management will also issue to the Exhibitor, 2 floor passes per concert so that **no more than 2 individuals** may remain in its booth on the Coliseum floor. The dates of the concerts planned as of the issue of this agreement are October 31st, November 1st, November 6th, and November 7th but are subject to change. Additional concerts may be added to the Fair's schedule at a later date. The Coliseum floor will be closed one hour prior to each concert and will reopen immediately at the conclusion of each concert. All non-emergency lighting in the Coliseum Arena will be turned off during the concerts including any lighting in booth spaces. No one will be allowed on the Coliseum floor without a pass one hour before the concert or during the concert. Passes will be distributed the day of the concert.
3) EXHIBITOR MUST PURCHASE ANY ADDITIONAL ADMISSION TICKETS TO BE USED FOR MANNING ITS EXHIBIT, OR FOR ENTERING THE FAIR AT ANY TIME DURING FAIR HOURS. ALL EXHIBITORS ARE REQUIRED TO HAVE AN ADMISSION TICKET OR PASS TO GAIN ADMISSION TO THE FAIRGROUNDS; OTHERWISE THE EXHIBITOR WILL HAVE TO PURCHASE A TICKET AT THE GATE. THERE WILL BE NO EXCEPTIONS.
(4) Displays, structures, or other items in exhibit shall not exceed eight (8) feet in height in the back and must not be enclosed on the sides so as not to obscure adjoining booths. This is in the best interest for all exhibitors. Exhibitor will not be permitted to attach items to booth draperies.
(5) All display items, including signs, must be placed within the assigned space and in compliance with Fire Department and all safety regulations.

7-2

(6) All activities of any Exhibitor must be confined to the space purchased.
(7) The Fair Management has the right to remove any display or items for sale that the Fair Management deems lewd, crude, or socially unacceptable.
(8) Any giveaway item, including novelties and literature and all other items of any kind which the Exhibitor plans to distribute, should be submitted to the Fair Office at least thirty (30) days in advance of the opening day of the Fair for approval by the Fair Management. No item of any type may be distributed by an Exhibitor without permission from the Fair Management.
(9) Exhibitor will not be permitted to distribute bumper stickers or any other item with adhesive front or back without permission from the Fair Management.
(10) Exhibit space may not be used for any politician, political party or organization, or for any on-the-spot solicitation of funds for any individual, cause or organization.
(11) Entertainment performances will be held on the Coliseum stage daily. During these or other stage events, all distracting lights must be turned off and any interfering noises must be discontinued.
(12) Exhibits must be in place and ready by 5 p.m. Thursday, October 29th. For the health, welfare, and safety of all Exhibitors and Fair patrons, and in cooperation with law enforcement directives, exhibits may only be removed starting at 8:00 p.m. on Sunday, November 8th.
(13) The Fair shall have the right to use or lease the above assigned space if the Exhibitor does not occupy it by 5 p.m. Thursday, October 29th, and the Exhibitor shall forfeit all monies previously paid to the Fair to reserve the exhibit space.
(14) Over the counter sales will only be permitted by the Fair Management if explicitly provided for in this agreement, and on the conditions established by the Fair Management.
(15) No subletting of exhibit space by any Exhibitor and only one business or organization per 10'X10' space will be permitted.
(16) Exhibitor agrees to display, exhibit, advertise or promote only such products or services as specified in this agreement, and only in the space assigned to it, unless otherwise noted in this agreement, or as permitted by the Fair Management.
(17) Exhibitor agrees to pay all State, County and City license, fees, and taxes required.
(18) No loud noise will be permitted in any exhibit space, including music being played above an accepted volume level unless approved by the Fair Management. This requirement is for the benefit of every Exhibitor. Violation of this requirement will be cause for the removal of any Exhibit without a refund of any portion of the rental fee. Exhibitor will not be permitted to use speakers or microphones unless approved by the Fair Management.
(19) The Fair will have security personnel in the exhibit areas and will make every effort to protect Exhibitor's property in these areas; however, **THE FAIR SHALL HAVE NO LIABILITY FOR THEFT OF, OR DAMAGE TO EXHIBITOR'S PROPERTY**. **NOTE: TUESDAY, NOVEMBER 3RD AND WEDNESDAY, NOVEMBER 4TH ARE TWO UNADVERTISED DAYS THAT PATRONS WILL BE ON THE FAIRGROUNDS STARTING AT 9 AM. ANY ITEMS IN UNMANNED BOOTHS WILL NEED TO BE SECURED FOR THIS REASON.**
(20) Exhibitors desiring to have a registration for any type of giveaway or contest must obtain prior permission from the Fair Management. Exhibitor must explain all operational details of the giveaway or contest and how the information obtained from contestants will be used. No list of names taken at the Fair may be sold or given away. Giveaways or prizes may be a name brand item but may not advertise for any other business or representative. Minimum age for drawings is 19 years of age.
(21) Changes in this agreement must be in writing and approved by the Fair Management. The Fair is under no obligation to approve requested changes.
(22) The Exhibitor shall not at any time install or operate, or carry on, directly or indirectly, either by Exhibitor or through Exhibitor's agents or employees, anything which is in violation of federal, state, or local law.
(23) If at any time in the opinion of the Fair Management, exhibit is found to be detrimental to the interests of the Fair, the Exhibitor shall, upon demand, immediately remove its exhibit from the fairgrounds at Exhibitor's expense.
(24) If a violation of the terms of this contract occurs, the Fair Manager shall have the right to VOID THIS AGREEMENT, AND CLOSE THE EXHIBIT without recourse.
(25) To the extent permitted by law, the Exhibitor agrees to hold harmless, to indemnify and to defend the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett

Coliseum Redevelopment Corporation, its officers, directors, and employees against any claims, demands, lawsuits and expenses (including reasonable attorney's fees) of any nature whatsoever made against them arising out of preparation, setting up, installation, operation, taking down, or removal of Exhibit by Exhibitor, or for any actions by Exhibitor's employees, agents and subcontractors.

(26) For any and all damages or injuries to, or suffered by Exhibitor or its employees or agents, Exhibitor's, its employees or its agents sole redress shall be against the person or persons causing the damage or injury. Exhibitor understands and agrees that the Fair makes no guarantees or warranties of any kind except those expressly contained in this agreement.

(27) The Alabama National Fair & Agricultural Exposition through its Management reserves the right to refuse the use of or restrict the use of any part of the grounds of the Alabama Agricultural Center or Garrett Coliseum, during the Fair for any use other than that expressly provided in this agreement.

This agreement is made and to be performed in Montgomery, Alabama. For any and all disputes arising under the terms of this agreement, Exhibitor consents to the exercise of personal jurisdiction over it by the State Courts in Montgomery, Alabama. This agreement is the entire agreement between the Fair and Exhibitor, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the Fair Management.

In Witness Whereof, this contract is executed on **10/26/2015**.

Montgomery County Commission

By: ______________________________

Name: ______________________________
Please Print Name

Phone: (334) 832-1270

Email: didihenry@mc-ala.org

Alabama National Fair

By: ______________________________
Jimmy Dickey - Manager

FOR FAIR OFFICE USE ONLY

DATE CONTRACT MAILED: ______________

DEPOSIT RECEIVED: ______________

DATE CONTRACT RECEIVED: ______________

INSURANCE RECEIVED: ______________

FINAL PAYMENT RECEIVED: ______________

7-4

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator fmc

SUBJECT: Stallings & Sons, Inc., Final Pay Application for Annex III Renovations

Please find attached an application for final payment of $17,645.20 to Stallings & Sons, Inc., under its contract for renovations to the third floor of Annex III.

I request that the Commission waive rules and approve final payment to Stallings & Sons, Inc.

8-1

JMR+H
Architecture, PC

October 16, 2015

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36110
Phone: 334.270.4255

RE: Alterations to Third Floor Montgomery County Courthouse Annex No. 3
JMR+H Architects, PC PROJECT No. 210
Application and Certification for Payment No. Eight (8)-FINAL

Dear Mr. Mims:

Four (4) copies of the referenced Application submitted 13 October 2015 by Stallings & Sons, Inc. and received on 13 October 2015 are enclosed. This Application, representing approximately **100%** complete with payment due the contractor for **$17,645.20** has been reviewed and approved in accordance with the contract requirements.

Please review and process for payment. **We request that JMR+H be provided a copy of the transmittal of payment to the contractor for our records.**

Should you have any questions, please call.

Best Regards,

JMR+H Architecture, P.C.

David Sawicki

David Sawicki
Director Contract Administration

8-2

AIA® Document G702™ – 1992

Application and Certificate for Payment

FINAL

TO OWNER:	Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104	**PROJECT:**	Alterations to Third Floor Annex Three Montgomery County Courthouse	**APPLICATION NO:** 008 **PERIOD TO:** October 09, 2015 **CONTRACT FOR:** General Construction	**Distribution to:** OWNER: X ARCHITECT: X
FROM CONTRACTOR:	Stallings & Sons, Inc. Jeff Stallings 1140 Newell Parkway Montgomery, AL 36110 (334) 244-2093	**VIA ARCHITECT:**	JMR + H Architects, PC 60 Commerce St., Suite 1520 Montgomery, AL 36104	**CONTRACT DATE:** June 17, 2014 **PROJECT NOS:** 15-07 / /	CONTRACTOR: X FIELD: BOOKKEEPING/FILE: X

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** .... $ 1,227,232.00
2. **NET CHANGE BY CHANGE ORDERS** .... $ 2,108.69
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) .... $ 1,229,340.69
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) .... $ 1,229,340.69
5. **RETAINAGE:**
   a. 0 % of Completed Work (Column D + E on G703) $ 0.00
   b. 0 % of Stored Material (Column F on G703) $ 0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) .... $ 0.00
6. **TOTAL EARNED LESS RETAINAGE** .... $ 1,229,340.69
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** .... $ 1,211,695.49
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** .... $ 17,645.20
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 15,532.61	$ 0.00
Total approved this Month	$ 0.00	$ 13,423.92
TOTALS	$ 15,532.61	$ 13,423.92
NET CHANGES by Change Order	$	2,108.69

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 herein is now due.

CONTRACTOR:

By: Jeffrey A. Stallings Date: October 09, 2015

State of: Alabama

County of: Montgomery

Subscribed and sworn to before me this 9th day of October, 2015

Notary Public: Sheena Scheil

My Commission expires: October 01, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 .... $ 17,645.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: David Saunders Date: 10·16·15

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.

8-3

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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DEPUTY ADMINISTRATOR
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TDD (334) 265-3568
www.mc-ala.org

October 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator FMC

SUBJECT: Award of Contract for Renovation of Montgomery County Probate and Revenue Office South

Attached is Chambless King Architects' recommendation to award the contract to renovate Montgomery County Probate and Revenue Office South to the lowest bidder, Norris Building Company, Inc., and enter into a construction contract in the amount of $920,911.00. The contract calls for completion of the project within 180 days of the notice to proceed.

I request that rules be waived to award the Renovation of Montgomery County Probate and Revenue Office South Contract to Norris Building Company, Inc., and enter into a construction contract in the amount of $920,911.00.

9-1

ck

architects

10/28/2015

Florence M. Cauthen
Deputy Administrator, Montgomery County Commission
101 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102

Attn: Donald L. Mims, County Administrator, Montgomery County Commission
Florence M. Cauthen, Deputy Administrator, Montgomery County Commission

Re: A Renovation to Montgomery County Probate and Revenue Office South
3425 McGehee Road, Montgomery, AL 36111
CK# 14002

Bid Award Recommendation

Dear Mr. Mims/Mrs. Cauthen,

Pursuant to the construction bid opening on October 20, 2015 we have received and review all requested documents and information from Bullard-Cook Inc., Southeast Cherokee Construction, Inc. and Norris Building Company, Inc. We have determined, Norris Building Company Inc., to be the lowest bidder and to have met all of the stipulated bidding requirements of the contract. Therefore, we would recommend awarding the contract to Norris Building Company Inc. for $920,911.00 with no alternates to be accepted.

Please call if you have any questions or concerns. In the meantime we are waiting on your directive for us to proceed with the Owner-Contractor Agreement.

Sincerely,
Chambless King Architects

John Chambless, AIA

CC: Stephen King, AIA

Chambless King Architects • 12 West Jefferson Street, Suite 300 • Montgomery, Alabama 36104 • 334 272 0029 • www.chamblessking.com

9-2

TABULATION OF BIDS
CHAMBLESS KING ARCHITECTS

PROJECT A New Facility for Montgomery County Probate and Revenue South Office
3425 McGehee Road, Montgomery, Alabama

PROJECT NUMBER CKA#14002

BID SUBMISSION 2:00 p.m. CST October 20th 2015
AT Montgomery County Commission Conference Room
Montgomery County Courthouse Annex 3 101 S. Lawrence Street, Montgomery, AL
Announced Owner's Budget - $ N/A

GENERAL CONTRACTORS CONTRACTORS	G.C. LICENSE (ON ENVELOPE)	BID GUARANTY Bid Bond or Cashier's Check	ADDENDA ONE thru SIX ACKNOWLEDGEMENT	Bid Proposal Form C-3	Attachment C-3A	Attachment "A"	Attachment "C"	BASE BID	Alternate No. 1 REMOVAL OF ALL EXISTING TILE	ENVELOPE NOTES
A.G. Dre'co										No Bid
Bear Brothers										No Bid
Bullard-Cook, Inc.	19830	5%	X	X	X	X	X	$945,350.00	$10,400.00	rec'd 1:59pm
Central Contracting, Inc.										No Bid
Hutcheson Construction Company										No Bid
ITNOA, LLC										No Bid
KWZ Contracting										No Bid
Norris Building Company, Inc.	11575-U	5%	X	X	X	X	X	$920,911.00	$9,379.00	rec'd 1:58pm
Russell Construction										No Bid
S. Wright Construction LLC										No Bid
Southeast Cherokee Construction, Inc.	14433	5%	X	X	X	X	X	$1,029,400.00	$121,000.00	rec'd 1:58pm

Norman M Cant
Owner's Representative
Montgomery County Commission

Architect's Representative
Chambless King Architects

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

Sworn and subscribed before me this 20 day of October, 2015

Stephanie M Moseley
Notary

STEPHANIE M. MOSELEY
Notary Public
State of Alabama
MY COMMISSION EXPIRES: OCT 29, 2016

9-3

Montgomery County Youth Facility

Memo

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator BRH

Date: October 20, 2015

Re: Juvenile Probation Officer Fill Request

We currently have a Juvenile Probation Officer vacancy. Due to the caseload our probation officers already have, this position needs to be filled immediately. I am requesting approval to fill this vacancy at the November 2, 2015, working session County Commission Meeting.

Thank you for your consideration!

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Ray Williams, Probation Supervisor

1. POSITION TITLE: Juvenile Probation Officer I - (to replace LaWanda Davidson)

POSITION NUMBER: 900304007

PROPOSED EFFECTIVE DATE: 11/16/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 ($36,284/$1,395.54/$17.4443)

Bruce R. Howell
Department Head

10/20/2015
Date

2. ADMINISTRATIVE REVIEW
() APPROVED
() DISAPPROVED

____
Funding Authority

3. CERTIFICATION
Promotional ________ Candidates
Open-Competitive ________ Candidates
Transfer ________ Candidates
____

____
Personnel Director

____
Date

4. SELECTEE: _______________

____
Appointing Authority

____
Date

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

10-2

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
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TDD (334) 265-3568
www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Letter to U.S. Environmental Protection Agency regarding Ozone Levels

During the County Commission meeting of October 5, 2015, Executive Director Lance Brown with the Partnership for Affordable Clean Energy (PACE) addressed the Commission regarding a proposal from the Environmental Protection Agency (EPA) that would change the surface-level ozone from 75 parts per billion to 70 parts per billion. He stated that lowering the standard could place Montgomery County in danger of a possible ozone non-attainment. Chairman Dean requested that he draft a proposed letter on behalf of the County Commission. A copy of the draft letter is attached, which has been reviewed and found acceptable by the Montgomery Area Chamber of Commerce.

Should you have any questions, please contact me.

DLM/tn

Attachment

11-1

A COUNTY OLDER THAN THE STATE

ESTABLISHED 1816

MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS, JR., VICE CHAIRMAN
ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

November 16, 2015

The Honorable Gina McCarthy
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Dear Administrator McCarthy:

It has recently come to the attention of county officials that the Environmental Protection Agency (EPA) plans to tighten the standard for ground level ozone to 70 parts per billion. With a local air monitor measured by the Alabama Department of Environmental Management that typically registers just under 70 parts per billion for ozone, our county leadership is gravely concerned that your agency's proposed lower standard could negatively affect our county and the people and businesses who call it home.

Under the current standard of 75 parts per billion, Montgomery County has complied successfully with EPA standards, balancing the county's economic growth with sensible air standards. In fact, we believe Montgomery County to be a strong example of a community devoted simultaneously to new industrial opportunities and environmental stewardship. EPA's new standard, though, could upset that balance and endanger economic growth in Montgomery County and the surrounding areas that depend on jobs within our county's borders.

Should Montgomery County fail to meet the tighter standard for ground level ozone, new sources of air emissions such as new industry could be restricted and initiatives such as road construction could be placed in jeopardy. Ozone non-attainment could be very costly to local economic development efforts and represent a step backward for job growth during these tough economic times. You may be aware, for example, that Montgomery County is home to the first-ever Hyundai production plant built in the United States. This job-creating project continues to grow, as do others, but likely would not have been possible under ozone non-attainment.

Montgomery County is not alone, of course. Many counties currently monitored for ground level ozone could fall into non-attainment under EPA's tighter standard. The National Association of Manufacturers says the rule could be one of the most expensive regulations in our country's history. Some have reported that even some national parks could fail to meet a lower national ozone standard. This seems to us a consequence that calls into question the sensibility and purpose of your agency's proposal.

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P.O. BOX 1667 • MONTGOMERY, ALABAMA 36102-1667 • (334) 832-1210 • TDD (334) 265-3568 • FAX (334) 832-2533

Montgomery County is dedicated to a clean environment for the people who choose to call our community home, but we could soon find ourselves on the wrong side of a new, seemingly-arbitrary measure of environmental quality. We urge you to reconsider your agency's proposed ozone standard and work with our local leaders to find a solution that doesn't endanger the tremendous economic progress our community is making.

Sincerely,

Elton N. Dean, Sr.
Chairman

cc: President Barack Obama
Senator Richard Shelby
Senator Jeff Sessions
Representative Mike Rogers
Representative Martha Roby
Representative Terri Sewell

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Memo

To: The Montgomery County Commission

From: Lou Ialacci

CC: Donnie Mims, Florence Cauthen, Myrtle Singleton

Date: October 28, 2015

Re: Microsoft Enterprise Agreement Renewal

Attached to this memo are the standard Microsoft Enterprise Agreement (EA) documents from Software Hardware Integration (SHI), who is the vendor on the State contract for providing Microsoft licensing and products. These are the standard forms required by Microsoft for the three year renewal period - the Microsoft/Volume Licensing Program Signature Form, Enterprise Enrollment Volume Licensing State and Local, and the Document Revision Authorization Form. These forms/contracts were originally reviewed and approved by the County Commission on October 24, 2006. The first three year renewal documents were approved by the County Commission on December 7, 2009 and the second three year renewal documents were approved by the County Commission on November 19, 2012.

This three year renewal will allow Montgomery County to continue its enrollment in Microsoft's EA and take advantage of the latest services being offered – Microsoft's new cloud based Office 365. This new approach provides many important services, like compliance with Federal and State laws pertaining to privacy, security, and archiving of all the County's email and related data. This is all part of Microsoft's overall plan for product and revenue growth. The County, like the City and State, wants to take the most cost effective approach.

The County and all of our vendors that provide our business applications rely heavily on Microsoft products. Due to the evolution of their products and services Microsoft's pricing structure has increased more than I anticipated. There should be some savings in other areas that Microsoft is covering with

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their new product. I am going to try to cover the large increase with my current budget by working to eliminate duplicate services from other vendors that are now provided by Microsoft.

The EA has worked very well for the County for the past nine years. During the term of the agreement there is an annual adjustment at the end of each year for any new products or additional workstations installed during that year. In an effort to control costs and remain current in technology we have to evaluate the products and services offered to ensure we get the best value. This renewal allows the County to cover its increasing software needs. The County will also continue to have access to Microsoft's latest updates, their technical support, and have the security that we are in full compliance with Microsoft's licensing requirements.

I am requesting the County Commission approve putting the attached renewal documents on the agenda for November 16, 2015. Thank you

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73377

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0390953.002_PSF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Montgomery County Commission
Signature* ______________________
Printed First and Last Name* Elton N. Dean, Sr.
Printed Title Chairman Montgomery County Commission
Signature Date*
Tax ID

** indicates required field*

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Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	5654712
Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

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is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows::

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii)Late true-up order. If the true-up order or update statement is not received when due:

1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and

2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. End of Enrollment term and termination.

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

- **(i)** Government Community Cloud Services will be offered only within the United States.
- **(ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
- **(iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Montgomery County Commission
Contact name* First Lou **Last** Ialacci
Contact email address* louialacci@mc-ala.org
Street address* 100 South Lawrence Street
City* Montgomery

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State/Province* AL
Postal code* 36104-4209
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* US
Phone* 334-832-1305
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First **Last**
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First **Last**
Contact email address*
Phone*
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State/Province*
Postal code*
Country*
Contact name*
Phone*
Contact email address*
** indicates required fields*

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By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* ______________________________
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

12-14

Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name Montgomery County Commission
Customer Representative Signature
Customer Printed Name and Title Elton N. Dean, Sr – Chairman Montgomery County Commission
Date

12-15

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

George C. Speake, PE, PLS
County Engineer
James M. Kelley, PE
Assistant County Engineer
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer
George C. Speake 10/28/15

SUBJECT: Position Fill Requests for County Road Equipment Operator I Positions

It is respectfully requested that we be permitted to fill three County Road Equipment Operator I (CREO I) vacancies that have been created by recent promotions from CREO I to CREO II. Two of these positions are at our District I maintenance facility located on Terminal Road, and one of the positions is at out District II maintenance facility located on Meriwether Road.

Forwarded herewith are the position fill request forms pertaining to these vacancies. These positions are funded in our current FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/gcs

Attachments

C: File

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

1. Position Title CREO I

   Position Number 610551022 - Replacing James D Willis Jr.

   Proposed Effective Date November 9, 2015

   Type of Appointment (x) Permanent ( ) Temporary

   Recruiting
   (x) Promotional Register ( ) Transfer
   (x) Open Competitive Register ( ) Reemployment

   Pay Grade S04- 1 $26096. Pay Step to be based upon City / County of Montgomery Personnel Board Rules and Regulations, Rule 6 Section 10 a Promotions

   ________________ Department Head Date 10/23/15

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

   ________________ Funding Authority

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

   ________________ Personnel Director Date ________

4. Selectee: ________________

   ________________ Appointing Authority Date ________

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

13-2

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

1. Position Title CREO I

   Position Number 610551021 - Replacing Jason Keller

   Proposed Effective Date November 9, 2015

   Type of Appointment (x) Permanent ( ) Temporary

   Recruiting
   (x) Promotional Register ( ) Transfer
   (x) Open Competitive Register ( ) Reemployment

   Pay Grade S04- 1 $26096.

   Pay Step to be based upon City / County of Montgomery Personnel Board Rules and Regulations, Rule 6 Section 10 a Promotions

   ____________________ Date 10/23/15
   Department Head

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

   ____
   Funding Authority

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

   ____________________ Date ________
   Personnel Director

4. Selectee: ____________________

   ____________________ Date ________
   Appointing Authority

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

13-3

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Engineering District 2

DEPARTMENT HEAD: George Speake

SUPERVISOR: Ron Betts

1. Position Title CREO I

Position Number 620551021 - Replacing Clarence Myrick

Proposed Effective Date November 9, 2015

Type of Appointment (x) Permanent ( ) Temporary

Recruiting

(X) Promotional Register ( ) Transfer
(x) Open Competitive Register ( ) Reemployment

Pay Grade S04 - 1 $26,096.

Pay Step to be based upon City / County of Montgomery Personnel Board Rules and Regulations, Rule 6 Section 10 b Transfers

[signature]
Department Head

Date 10/13/15

2. Administrative Review
( ) Approved
( ) Disapproved

____
Funding Authority

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

______________________ Date ______
Personnel Director

4. Selectee: ______________________

______________________ Date ______
Appointing Authority

5. ( ) Manpower data entered by ______________ Date ______
( ) Payroll entered by ______________ Date ______

13-4

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department

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

ESTABLISHED 1816

George C. Speake, PE, PLS
County Engineer
James M. Kelley, PE
Assistant County Engineer
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

October 23, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

10/23/15

SUBJECT: Position Fill Request for County Road Equipment Operator II Position

It is respectfully requested that we be permitted to fill a County Road Equipment Operator II (CREO II) vacancy that will be created by the proposed November 1, 2015, retirement of the current employee in this position. This position is at our District III maintenance facility located at Ramer.

Forwarded herewith is the position fill request form pertaining to this vacancy. This position will be filled by promoting from within (no new hires) and is funded in our current FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/gcs

Attachment

C: File

13-5

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Engineering District 3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

1. Position Title CREO II

   Position Number 630552012 - Replacing Benjamin Berrey

   Proposed Effective Date November 9, 2015

   Type of Appointment (x) Permanent ( ) Temporary

   Recruiting

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

   Pay Grade S06 -1 $24,198.

   Pay Step to be based upon City / County of Montgomery Personnel Board Rules and Regulations, Rule 6 Section 10 b Transfers

   [signature] Date 10/23/15
   Department Head

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

   ____
   Funding Authority

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

   ______________________________ Date ____________
   Personnel Director

4. Selectee: ______________________________

   ______________________________ Date ____________
   Appointing Authority

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

13-6

Daryl D. Bailey

District Attorney

Fifteenth Judicial Circuit of Alabama

251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 26, 2015

SUBJECT: Position Fill Requests

I respectfully request the County Commission approve the three attached position fill requests. The vacancies were created by two retirements and one resignation. The Investigator I position is funded in our Child Support budget. The Legal Support Assistant and the Office Runner are funded in our general budget.

Please contact me if you have any questions.

Attachments

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: **Daryl D. Bailey**

SUPERVISOR: **Rhonda B. Cape**

POSITION TITLE: Office Runner

POSITION NO: 408080024

PROPOSED EFFECTIVE DATE: November 9, 2015

TYPE OF APPOINTMENT: (X) PERMANENT ( ) TEMPORARY

RECRUITING:

(X) OPEN ( ) TRANSFER

( ) PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: A01-01-AO1-15 **SALARY RANGE:** $20,635 - $30,830

Pay step to be based upon the following rules:

(x)**Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x)**Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

2 ______________________________

Funding

3 **SELECTEE:** ______________________________

______________________________ Date: __________

Appointing Authority Signature – District Attorney Office

4 ( ) **Manpower data entered by:** ______________________________ Date: __________

( ) **Payroll entered by:** ______________________________ Date: __________

14-2

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: **Daryl D. Bailey**

SUPERVISOR: **Azzie M. Taylor**

POSITION TITLE: **Legal SA**

POSITION NO: **408020014**

PROPOSED EFFECTIVE DATE: **November 9, 2015**

TYPE OF APPOINTMENT: (X) PERMANENT ( ) TEMPORARY

RECRUITING:

(X) OPEN ( ) TRANSFER

( ) PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE:A05-01-AO5-15 **SALARY RANGE: $32,318 - $48,286**

Pay step to be based upon the following rules:

(x)**Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.
*Merit dates do not change.
(x)**Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

---

1 **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

2 ______________________
Funding

3 **SELECTEE:** ______________________

______________________ **Date:** __________
Appointing Authority Signature – District Attorney Office

4 ( ) **Manpower data entered by:** ______________ **Date:** __________

( ) **Payroll entered by:** ______________ **Date:** __________

14-3

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: **Daryl D. Bailey**

SUPERVISOR: **Michael J. Thomas**

POSITION TITLE: **Investigator 1**

POSITION NO: **410002005**

PROPOSED EFFECTIVE DATE: **November 23, 2015**

TYPE OF APPOINTMENT: **(X) PERMANENT** **( ) TEMPORARY**

RECRUITING:

(X) OPEN **( ) TRANSFER**

( ) PROMOTION **(X) PROMOTION/TRANSFER**

PAY GRADE:PS5-01-PS5-15 **SALARY RANGE: $57,188 - $85,444**

Pay step to be based upon the following rules:

(x)**Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.
*Merit dates do not change.

(x)**Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

---

1 **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

2 ______________________________
Funding

3 **SELECTEE:** ______________________________

______________________________ **Date:** __________
Appointing Authority Signature – District Attorney Office

4 **( ) Manpower data entered by:** ______________ **Date:** __________

( ) Payroll entered by: ______________ **Date:** __________

14-4

November 2, 2015

Montgomery County Commission,

Goodwyn, Mills and Cawood (GMC) has been retained to update the Montgomery County Solid Waste Management Plan. This plan addresses the solid waste needs for the county over the next ten years. The City of Montgomery has opted out of this plan and will develop their own.

Once the plan was updated, a draft was submitted to ADEM and the Town of Pike Road for approval. Now that the plan has been approved by ADEM and Pike Road, a notice of the public comment period (30 days) shall be published at least once in a newspaper of general circulation in the jurisdiction and in the official gazette, if any, in the jurisdiction. The public notice also needs to include the time and place of the public hearing. This hearing can only occur 30 days after the notice has been published but less than 45 days after it has been published. GMC can provide a public announcement that will sufficiently meet the requirements of the Code 22-27-47.

After the plan is passed into resolution a final draft with the resolution will be submitted to ADEM for approval.

Sincerely,
GOODWYN, MILLS, AND CAWOOD, INC

Cole Roberson
Project Manager

MONTGOMERY COUNTY

SOLID WASTE MANAGEMENT PLAN

Prepared For:
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Prepared By:

GOODWYN | MILLS | CAWOOD

2660 EastChase Lane
Suite 200
Montgomery, Al 36117
(334) 271-3200

October 8, 2015

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Table of Contents

I. Introduction

A Solid Waste Management Plan (SWMP) is required of local governments by the Alabama Department of Environmental Management (ADEM) to plan for the collection and disposal of solid waste generated within its boundaries. A SWMP was last developed for Montgomery County in 2005, which addressed the solid waste needs for Montgomery County until 2015. This plan will serve as an update to the 2005 plan by analyzing the previous recommendations and providing suggested alternatives to serve the solid waste needs of Montgomery County.

The goal of this Solid Waste Management Plan is to aid Montgomery County, its municipalities, and ADEM in providing for the collection and disposal of solid waste generated within the county. The plan is meant to provide an overview of current waste volumes and characteristics, as well as to project the future solid waste needs of the county. In addition, the plan is intended to offer alternatives and recommendations for the county to implement in order to efficiently and economically meet their needs. Section X of this plan offers recommendations for Montgomery County to meet the needs set forth in this plan. The plan will serve Montgomery County for a 10-year period from 2015 to 2025. As required by Alabama Law, the Montgomery County Commission will pass a resolution to accept this plan. This updated Plan will expire ten (10) years from the approval date of the resolution included in Appendix E.

Montgomery County is located in central Alabama. It is bounded by Elmore County to the north, Macon County and Bullock County to the east, Pike County to the southeast, Crenshaw County to the southwest, Lowndes County to the southwest, and Autauga County to the northwest. Montgomery County is composed of two municipalities and one county government. The City of Montgomery and the Town of Pike Road are the only municipalities within Montgomery County. Most of the county is in a sparsely populated, rural area. The City of Montgomery opted out of the Montgomery County Solid Waste Management Plan (SWMP). The City of Montgomery elected to opt out of being included in this SWMP. The opt-out letter can be found in Appendix F. The remainder of this report will not include any data in relation to the City of Montgomery. This SWMP solely represents the Town of Pike Road and Rural Montgomery County. The population totals for Montgomery County will omit the population and projected population of the City of Montgomery. The Town of Pike Road has experienced a significant increase in population in recent years. To more accurately project the population increases for the Town of Pike Road, the author contacted The University of Alabama's Center for Business and Economic Research directly. Goodwyn, Mills and Cawood contracted The University of Alabama's Center for Business and Economic Research to calculate population projections of the city of Montgomery and The Town of Pike Road.

According to the 2010 US Census, the population of Montgomery County is 23,599 people. This is an approximately 12.23% increase from the 2000 US Census figure of 21,027 people. Of the 2010 figure, approximately 70.30%, or 18,193 people, live outside of the Pike Road Municipality. According to the 2010 US Census, populations of Pike Road is 5,406.

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A detailed list of current population data as well as population projections is shown below (**Figure I-1**).

Figure I-1
Montgomery County Current and Projected Populations

Area	**Census Data**			**Projected Population**		
	1990	**2000**	**2010**	**2015**	**2020**	**2025**
Montgomery County	21,979	21,942	18,193	24,099	27,801	28,154
Pike Road	NA	310	5,406	8,330	10,749	13,519
Category	**Existing Population**			**Projected Population**		
	1990	**2000**	**2010**	**2015**	**2020**	**2025**
Urban	NA	310	5,406	8,330	10,749	13,519
Rural	21,979	21,942	18,193	24,099	27,801	28,154
Total	21,979	22,252	23,599	32,429	38,550	41,673

Sources:

U.S. Census Bureau, 2010 Data

U.S. Census Bureau and Center for Business and Economic Research, The University of Alabama, September 2015.

Municipality Projected Population Estimated as Percentage of Future county Population based on municipality's 2010 percentage of overall county population

Among the variety of Montgomery's industries are automotive manufacturing, metal fabrication, food processing, lumber processing, and furniture production. Sand, gravel, grain, and chemicals are transported north and south via barge from the Montgomery region.

II. Waste Volume and Compositions

Section 22-27-47(b)(1): Describe and explain the general origin, and weight or volume of solid waste currently generated within the jurisdiction's boundaries.

Section 22-27-47(b)(7): Describe and explain the general origin and weight or volume of solid waste reasonably expected to be generated within the jurisdiction annually during the next 10 years. The assessment shall describe the primary variables affecting this estimate and the extent to which they can reasonably be expected to affect the estimate.

Municipal solid waste consists of the solid material discarded by a community including excess food, containers and packaging, residential garden wastes, other household discards, and light industrial debris. These materials are generally disposed of by the community in a permitted landfill. Hazardous wastes including paints, oils, and radioactive substances present special disposal problems and are not included in municipal solid waste. According to the United States Environmental Protection Agency, the US generated approximately 4.7 lbs per day of municipal solid waste in 2005 and 4.43 lbs per day in 2010. A value of 5 lbs per person per day is commonly used for design purposes in developing solid waste plans. This number can vary greatly in an area based on illegal dumping, recycling programs, an area's average income, and the number and type of jobs within the community. Given Montgomery County's existing population of 23,599, the expected waste to be generated from the county would be 21,534 tons per year; however, recent data shows the total waste at approximately 11,908 tons per year. Table II-1 gives the average composition of solid wastes generated in the United States.

Table II-1
Composition of Municipal Solid Waste, 2012

Component	Percentage by Weight
Paper, Cardboard	27.4
Yard Waste	13.5
Food Waste	14.5
Metal	8.9
Glass	4.6
Plastics	12.7
Wood	6.3
Rubber, Leather, Textiles	8.7
Other (Ceramic, Stone, Dirt)	3.4
Total	100%

A key to evaluating the solid waste management needs for Montgomery County is to determine the amount of existing and future wastes volumes to be generated. In addition, the composition of that waste generated must be taken into account. This data can be useful in making determinations as to the required landfill capacity and alternatives for collection and disposal. The composition of the waste will aid in determining the amount of potential recyclables as well as waste that could be disposed of in a Construction and Demolition (C & D) landfill instead of a Municipal Solid Waste (MSW) landfill.

Montgomery County Commission is under contract with Advanced Disposal to provide solid waste for all residences in rural Montgomery County. The Town of Pike Road is also under contract with Advanced Disposal for collection of its solid waste.

The amount of industrial and C&D wastes can vary greatly from one area to another. These wastes are directly affected by the number and type of large industries and the amount of growth and construction an area is experiencing. Waste that is transported to C&D landfills is usually collected and transported by a private homeowner, municipality, or a contract hauler. There are three C&D landfills in Montgomery County where citizens can dispose of C&D waste.

The average annual municipal solid waste collected in Montgomery County is 11,908 tons or approximately 2.76 lbs per person per day. This amount is considerably less than the national average discussed previously, which could be attributed to the rural nature of the area. Table II-2 gives a breakdown of the average annual waste collected in Montgomery County.

Table II-2
Montgomery County Waste Totals

Source of Waste	Tons of Waste
Commercial Waste	7,643
Montgomery County Residential Waste	2,303
Pike Road Residential Waste	1,962
Total	**11,908**

The Solid Waste Management Plan must address the solid waste needs of Montgomery County for the next 10 years. In order to accomplish this, projections must be made of the waste to be generated in that time period. Using the projected population trends and past increases in solid waste generation, estimates can be made. According to data from the 2005 plan, Montgomery County generated an average of 6,853 tons per year of solid waste. In 2014 the total waste increased to 11,908 tons per year.

Table II-3 gives a breakdown of population and solid waste projections for Montgomery County for the next 10 years. The population figures for 2015, 2020, and 2025 were obtained from the University of Alabama Center for Business and Economic Research. Population projections for intermediate years were interpolated by the author. The solid waste projections over the next 10 years are based on percentage increases in population. It should be noted that population data is generally not a reliable measure for future waste projections, but considering there are no long range economic projections available from the Regional Planning Commission, population will be the only variable used in predicting future solid waste projections.

Table II-3
Population and Solid Waste Projections

Year	Population Projections	Solid Waste Projections (Tons)
2015	32,429	16,363
2016	33,653	16,981
2017	34,923	17,622
2018	36,242	18,288
2019	37,610	18,978
2020	38,550	19,452
2021	39,175	19,768
2022	39,809	20,087
2023	40,454	20,413
2024	41,110	20,744
2025	41,673	21,028

III. Existing Collection Methods

Section 22-27-47(b)(2): Identify current methods of collection and haulage (transport) of solid waste within the jurisdiction.

Advanced Disposal is under contract with Montgomery County to provide solid waste collection to all residences within rural Montgomery County. In addition, the Town of Pike Road has an individual contract with Advanced Disposal to provide waste collection services. All residences are provided house-to-house collection on a weekly basis. The county and municipalities pay Advanced Disposal a set fee for the services and collect from the residences on a quarterly basis.

Advanced Disposal also provides collection services for businesses, industries and institutions through individual contracts. Dumpsters are provided to these private entities and collected based on individual needs. There is a tipping fee charged for the collection from these businesses.

Records of waste volume and compositions were obtained from Advanced Disposal for 2014. Montgomery County Commission is under contract with Advanced Disposal to collect solid waste from rural Montgomery County. Solid waste is collected on a weekly basis from approximately 3,301 residences in Montgomery County. The total solid waste collected by Advanced Disposal from rural areas within the county for 2014 was 2,303 tons. Fees are assessed by Advanced Disposal to each resident at $44.13 per quarter.

The Town of Pike Road is under contract with Advanced Disposal for the collection of its residential waste on a weekly basis from 2,800 residents. The total solid waste collected by Advanced Disposal from the Town of Pike Road for 2014 was 1962 tons.

The total commercial solid waste collected in Montgomery County and The Town of Pike Road was approximately 7,643 tons for 2014.

Advanced Disposal operates a transfer station located at 2141 Hunter Loop Road, Montgomery, Alabama. All waste collected by Advanced Disposal in the county is hauled to the transfer station to prevent long hauls to the landfill by individual trucks. The waste collected from the individual trucks is dumped into a loading area at the transfer station. When enough waste has accumulated, it is loaded into a tractor trailer and hauled to the landfill.

The Montgomery County Commission and Advanced Disposal offer free trash drop-off sites throughout the county on the last Saturday of the month between 10:00 am and 2:00 pm. These Drop off location accept any type of waste.

All other solid waste is transported to the nearest C&D landfill by individuals personally. Collection of these wastes is the responsibility of the individual or private company and is not provided by the county or local municipalities. All waste disposed of at this site must be brought to the landfill by the individual or business. Depending upon the amount of waste being transported, the waste is usually hauled to the landfill in privately owned vehicles, trailers or large dump trucks. Disposal of solid waste is not permitted by the county other than at the locations listed above.

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IV. Evaluation of Disposal Facilities

Section 22-27-47(b)(3): Identify and describe the facilities where solid waste is currently being disposed or processed and the remaining available permitted capacity of such facilities and the capacity which could be made available through the reasonable expansion of such facilities. The plan shall also explain the extent to which existing facilities will be used during the life of the plan and shall not substantially impair the use of their remaining capacity.

Section 22-27-47(b)(12): For any facility expected to serve the jurisdiction's future needs that is located or is proposed to be located outside the jurisdiction, the plan shall explain in detail the reasons for selecting such a facility.

Municipal solid waste (MSW) is generally disposed in a permitted landfill facility. All newly constructed MSW landfills require liners, which prevent the leachate from the waste from contaminating adjacent soil and groundwater. Leachates are liquid wastes from a landfill containing dissolved and suspended solid matter. Waste is placed in layers, typically 2 to 3 ft. thick, and is compacted before soil is added as a cover. A landfill is typically evaluated according to its remaining capacity. MSW collected by the Advanced Disposal is currently disposed of in the Stonesthrow Landfill.

There are three public landfills located in Montgomery County. The North Montgomery County Landfill, Tocwah Landfill, and Circle J Landfill. The Tocwah and Circle J Landfills only accept C&D waste. The North Montgomery Landfill Collects MSW and C&D waste. The Stonesthrow Landfill is located in Tallassee, Alabama. Stonesthrow Landfill is owned and operated by Advanced Disposal. Stonesthrow Landfill is currently permitted by the Alabama Department of Environmental Management to accept a maximum of 1500 tons per day.

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V. Elimination of Dumps

Section 22-27-47(b)(6): Propose procedures for the identification and elimination of unauthorized dumps in the jurisdiction.

Illegal dumping creates environmental and health hazards and must be addressed as a part of this report. Illegal dumping can occur throughout the county both on public right of way and on private property. The disposed waste can pollute streams and rivers and affect the quality of groundwater. Participation in the solid waste collection system is not mandatory of residents of Montgomery County.

One of the objectives of this Solid Waste Management Plan is to address illegal dumping in Montgomery County and offer suggestions for their elimination. At the time of this report, the Montgomery County Solid Waste Officer was unaware of any new illegal dump sites within the county on public rights of way. This absence of illegal dumping in Montgomery County can be greatly attributed to the work the county and municipalities have done over the past 10 years including implementing solid waste collection systems and educating the public of the environmental consequences.

A key to the elimination of illegal dumps throughout the county is public education. The public must be made aware of the adverse effects the waste will have on their surrounding environment. One method that can be used to educate the public of the environmental consequences of illegal dumping is through the Montgomery County School System. Local officials can make presentations and students can be encouraged by teachers and school officials to take the necessary steps to protect the environment for the future. Other methods for public education can include signs throughout the county encouraging residents not to litter and organized clean-ups of dump sites in the county.

A second key to the elimination of illegal dumps is to provide all residences with house-to-house waste pick-up at affordable rates. Some residents who are forced to pay high fees for collection and have to go out of their way to have the waste collected will often seek alternative ways to dispose of the waste such as illegal dumping or burning. Montgomery County and the Town of Pike Road have accomplished this by contracting with Advanced Disposal. Montgomery County and the Town of Pike Road must work to ensure these services continue and that fees residents are required to pay do not dramatically increase.

It is recommended that Montgomery County and the Town of Pike Road continue their efforts throughout the ten-year period of this plan to eliminate all illegal dumps within the county. Providing enough manpower to adequately monitor all sites with law enforcement would be virtually impossible, however, all law enforcement throughout the county should be made aware of the location of these dumps and encouraged to periodically monitor them. Citizens of Montgomery County and the Town of Pike Road, especially those living and owning property near the sites should also be encouraged to monitor the sites and report any illegal dumping to appropriate authorities. Implementing increased punitive fines for illegal dumping as a deterrent may also be considered.

VI. Solid Waste Agreements and Authorities

Section 22-27-47(b)(9): Identify any current agreements between the jurisdiction and other units of local government or public authorities for the joint use of solid waste processing or disposal facilities and evaluate the need for and feasibility of entering joint agreements in the future.

Section 22-27-47(b)(10): Identify any current contractual agreements with private entities for the collection, processing or disposal of solid waste and evaluate the need for and feasibility of entering into such agreements in the future.

The Montgomery County Solid Waste Department is directed by the Montgomery County Commission. Municipalities within the county include and the Town of Pike Road which also currently has an agreement with Advanced Disposal for house-to-house pick up. The Town of Pike Road's contract with Advanced Disposal began June 1, 2006 and ends May 31, 2018. The Montgomery County's contract with Advanced Disposal began July 2003 and ends June 30, 2018. Data was not available for agreements between Advanced Disposal and privately owned businesses and industries.

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VII. Recycling

Section 22-27-47(b)(4): Provide a description of current or planned recycling programs and an analysis of their impact on waste generated within the jurisdiction. Particularly regarding recycling, the plan shall describe and evaluate:

a. *Potential benefits of recycling, including the potential solid waste reduction and the avoided cost of municipal waste processing or disposal.*
b. *Existing materials recovery operations and the kind and weight or volume of materials recycled by the operations, whether public or private.*
c. *The compatibility of recycling with other waste processing or disposal methods used in the jurisdiction including methods of collecting recyclables.*
d. *Options for cooperation or agreement with other jurisdictions for the collection, processing and sale of recyclable materials.*

Recycling is an important step in developing an effective solid waste management plan for a community. Recycling programs can eliminate 25% to 50% of the waste generated by a community. Programs can consist of collection or materials for reuse, as well as composting of yard wastes. It is estimated that approximately 20% of the solid waste from a community is made up of yard wastes. Other recyclable wastes including plastics, paper and cardboard must be collected and transported to a facility capable of recycling the materials.

Recycling can be accomplished both at the source and at the point of disposal. Collection programs can be established to pick up recyclables at each residence, business, and institution with the resident having the responsibility to separate the items from other waste. Recycling centers can also be set up at one or more locations in the county, providing a location where recyclable wastes can be brought. In addition, recycling containers can be set up at all transfer stations and landfills to allow customers bringing wastes to these locations to participate in the program.

In addition to providing collection services, educational tools can be utilized to promote recycling activities. Local schools can be used to educate children on the importance of recycling for the protection of the environment. Public education methods can also be utilized by the county and local municipalities.

There are currently recycling programs in Montgomery County. As noted in the 2005 Plan, Alabama Act 89-824 recommends that each county must develop a recycling plan to reduce waste volume by 25%. In order to meet the 25% goal, Montgomery County must implement a county-wide plan and encourage participation be all local municipalities. A proposed plan of action for reaching this goal is described in Section VIII of this report.

VIII. Proposed Alternatives

In compiling a Solid Waste Management Plan for Montgomery County, it is important to evaluate alternatives in order to ensure the county has the proper plans in place to adequately serve its resident's solid waste needs. Alternatives must be evaluated for solid waste collection, disposal, and recycling programs. An analysis must be made of the current system to determine any deficiencies and areas where the county can seek to improve. Several factors must be taken into account including the county's anticipated growth, their ability to meet current and future regulatory requirements, and their ability to provide quality service to the residents at affordable rates.

The first area that was analyzed was the collection of solid waste within the county. Currently, Advanced Disposal collects the majority of solid waste generated within Montgomery County and the Town of Pike Road on a contract basis. Advanced Disposal charges the county $44.13 per quarter for collection from residencies within the county and charges the Town of Pike Road $43.83 per quarter for collection from residents within the town. Waste volumes collected from these commercial businesses were not reported; therefore, will not be considered in this plan.

One alternative for the collection of solid waste would be for the county and municipality to collect waste at all residences and businesses. In order to accomplish this, a county-wide Solid Waste Authority would need to be established to oversee the collection services and aid the municipalities in all management aspects. Costs of the collection system would depend greatly on the location of the disposal facility. There is currently a transfer station within the county that helps to shorten haul distances for the individual trucks. This alternative would have the advantage of giving control of the system to the county and local governments for cost and quality control. One disadvantage to this alternative is the required initial investment to start the collection system.

A second alternative for collection of solid waste is to continue to contract with a private company. The Town of Pike Road's contract with Advanced Disposal ends May 31, 2018. The Montgomery County's contract with Advanced Disposal ends June 30, 2018. The county and municipalities can choose to continue with the same company or solicit bids from other companies for the services. An advantage to this alternative is that it puts the responsibility of operating the system including maintaining equipment and personnel on the private company. A disadvantage to this alternative is that it does not give the local governments control over the quality of service and costs to the residents.

The second area analyzed was the disposal location of solid waste generated from the county. Currently, all municipal solid waste generated in Montgomery County is transported to the Central Alabama Transfer Station and then disposed of at the Stonesthrow Landfill. This section excludes the North Montgomery Landfill as a recipient of MSW due to The City of Montgomery being the main contributor of MSW at this location. Although the residents of Montgomery County are not directly charged a tipping fee for disposal of waste, the cost is factored in to the fees paid for collection.

A second alternative to solid waste disposal is to continue utilizing the existing collection and disposal system. The county could continue to contract the collection through a private company and allow that company to dispose of the waste at an approved landfill site of their choosing. Currently, collection and disposal of the majority of waste in Montgomery County is handled by Advanced Disposal. The problem that exists with this alternative is that the private company contracted would be a for-profit organization. This could cause the price per customer to be higher than that of a county operated system. In addition, the county would not have as much control as they would when operating their own collection and disposal system.

Montgomery County currently generates approximately 11,908 tons per year of municipal solid waste. Projections show the county's waste increasing to 21,028 tons per year by the year 2025. Given these figures, it is currently more economical for Montgomery County to contract with a private company

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for solid waste disposal. The possibility of a landfill facility in Montgomery County should be reevaluated if there is a dramatic increase in waste generated or if other counties express interest in participating in the project.

The third area that was analyzed was the recycling program for Montgomery County. Currently, the Montgomery County Commission and Advanced Disposal offer free trash drop-off sites throughout the county on the last Saturday of the month. The Town of Pike Road has a recycling drop-off center located on the south side of Veterans Park (4902 Pike Road). Advertisement of these drop-off locations may further encourage citizens to utilize this recycling program. An increase in recycled solid waste would decrease the waste that is currently disposed of in landfills and could ultimately decrease collection and disposal costs. Well established recycling programs can eliminate up to 50% of solid waste that would otherwise occupy landfill space.

One alternative for recycling in Montgomery County is to establish a county-wide recycling program. The county would hire a recycling director and staff to collect, separate and transport the material to the appropriate recycling centers. The county would purchase portable containers to be placed throughout the county for use by all residents. In addition, a building would be needed to provide a central location for handling of all recyclable materials.

Montgomery County should set a goal to recycle approximately 25% of the total solid waste generated annually by the county to meet the requirements established by the State. Based on the solid waste generated in Montgomery County in 2014, approximately 2,977 tons of solid waste would need to be recycled in order to meet this goal. This goal could be easily obtained if the recycling program is established as planned. In order to fully implement a successful recycling program, the county must work with all municipalities to educate the public of its importance and provide convenient methods for public participation.

The proposed recycling program would need to be implemented in phases by the county over a 3 to 5 year period. The county could start the program at a basic level and add locations and methods of collection each year. One possibility for the county is to start the program by contracting with a private company who would collect the materials at various points throughout the county and transport them to the appropriate recycling centers.

A second alternative for recycling is to implement a system of composting. As mentioned in Section VII, yard wastes can account for as much as 20% of a community's total solid waste. By committing a portion of the total yard waste to recycling, Montgomery County could easily reach the 25% goal. Composting can be achieved both on an individual and community-wide basis. Citizens and business owners can create small composts to handle grass clippings, leaves and small limbs. The county or municipalities can create more large-scale composts to be used by the citizens and city departments. Yard wastes and tree debris could be collected by the municipalities or county, or it could be transported to the compost site by the public. The compost material would result in a dramatic landfill area savings and could ultimately be sold by the county.

IX. Economic Considerations

In order for Montgomery County to choose the best alternatives for solid waste collection and disposal, all economic aspects must be considered. The county must work to provide the best possible service for all residents at affordable rates. As a part of this solid waste plan, economic factors are evaluated for collection, disposal, and recycling of solid waste. These factors, coupled with the environmental considerations noted throughout the report will form a composite basis for determining which options the county should pursue.

The first economic consideration is for the collection of solid waste in the county. Presently, the county and municipalities spend approximately $268,400.00 per quarter for weekly house-to-house pick up of the 6,101 households within the county. In order for the county to implement a collection service, estimates would need to be made for the required equipment, personnel, and management. Coordination would be required with each municipality to determine how collection in these areas would be handled. Due to the complexity of the issue, no cost estimates for a collection system were made as a part of this report. The county, however, should further explore this option and determine if it would benefit the residents economically.

The second economic consideration is for disposal of all solid waste. Currently, tipping fees are calculated into the amount that residents pay for solid waste collection. The cost per household for the construction of a regional landfill would depend greatly on the number of other counties participating in the landfill.

The third economic consideration is for a recycling program in Montgomery County. Recent data showed pricing for materials as $70-$80/ton for cardboard, $70-$80/ton for newspapers, $100-$110/ton for magazines, $0.60/lb for aluminum, and $35/ton for clear glass. To reach the 25% goal for recycling, the county would need to recycle approximately 2,977 tons per year. It is estimated that of that 2,977 tons, 40% or 1,190 tons would be yard waste, 30% or 893 tons would be cardboard, 15% or 447 tons would be newspapers, 3% or 89 tons would be magazines, and the remaining 12% or 357 tons would be glass and plastic.

X. Conclusions and Recommendations

Montgomery County currently generates approximately 11,908 tons per year of solid waste. For design purposes, a value of 34,500 tons per year can be expected for the next 10-year period. The majority of all solid waste generated in the county is collected and disposed of by Advanced Disposal on a contract basis. The total cost of collection and disposal for all solid waste in Montgomery County is approximately $268,400.00 per quarter for weekly house-to-house pick up. Solid waste is disposed of in the Stonesthrow Landfill located in Washington County, Alabama.

Three aspects of the solid waste system were evaluated as a part of this plan. First, solid waste collection alternatives were presented including maintaining the current system with private collection, and providing collection by the county or local municipality. Second, disposal alternatives were also discussed including utilizing private landfills and the possible construction of a regional landfill. Finally, recycling programs were analyzed and suggestions made to implement increased recycling and public education.

XI. Guidelines for Local Approval of New or Expanded Facilities

Section 22-27-47(b)(8): Provide for the development or expansion of solid waste management systems in a manner that is consistent with the needs of the area, taking into account planning, zoning, population and development estimates, and economics of the jurisdiction and the protection of air, water, land and other natural resources.

The Montgomery County Commission, as well as leaders from all municipalities within the county must evaluate the alternatives for solid waste collection, disposal and recycling and determine the best course of action to take over the next ten-year period. Several key factors must be used as guidelines for the leaders to use in making their determinations.

In evaluating alternatives for new or expanded facilities, including a county operated landfill and a recycling center, the commission must determine if the needs set forth in the Solid Waste Management Plan have been addressed. New or expanded facilities must be sized according to current and projected waste volumes to ensure they will economically meet the county's needs over the ten-year period. In analyzing alternates for collection of waste, the county must evaluate the existing conditions including cost per customer and level of service in order to determine if changes should be made. Any proposed changes to the existing system must be consistent with the plan adopted by the county and municipalities.

In locating potential sites for solid waste facilities within the county, the commission must evaluate all existing and planned development and infrastructure. The commission should work closely with other agencies including any industrial development boards and regional planning agencies to determine if other development has been planned in or around potential sites. Potential sites must also be evaluated for their proximity to existing industries that generate large volumes of waste.

Prior to determining the location of new sites, the commission must reevaluate these figures as well as determine any areas that are proposed for the development of industries. The commission should also consider the location of existing and proposed major transportation routes in locating the sites. Coordination should be made with local, state and federal transportation authorities to determine any potential conflicts and proposed routes.

Prior to constructing new facilities including a landfill, transfer station or recycling center, the commission must evaluate the potential impacts on the surrounding public health, public safety and the environment. The county must work closely with ADEM and EPA to determine the guidelines for construction and operating such facilities. Costs for providing for these services should be included in the overall budgeting of new facilities to ensure sufficient funding is in place. Once a potential site is located, environmental impact studies should be performed to determine the possible impacts the facility will have. As a part of these studies, social and economic impacts of the proposed facility should also be evaluated. The proposed location should be found to have minimal impacts on the surrounding property values and social perception.

State and Federal Regulations regarding the siting, design, construction and operation of solid waste processing and disposal facilities are in place to protect air, water and natural resources. These Regulations which safeguard against health, safety and environmental concerns involve:

- Buffer zones
- Minimum separation from groundwater
- Storm water run-on/run-off
- Liners, if applicable
- Leachate collection systems, if applicable
- Gas monitoring systems, if applicable

- Daily cover of solid waste

Planning and Zoning is the principal means for the county to guide its future growth and achieve a logical pattern of land use and development for the county. Some of the generally accepted specific objectives of Planning and Zoning are:

- To conserve the taxable value of land and buildings. To prevent overcrowding of land and buildings.
- To control pollution, noise, dust, smoke, vibration, odor, flashes of light or danger of explosion.
- To lessen or avoid congestion in the public streets.
- To promote the public health, safety, comfort, morals, and general welfare of the public and the community.

The Planning and Zoning Department or Commission typically ensures that all new development meets specific guidelines and requirements related to the adequacy of roads, parking, traffic flow, setbacks, drainage, utilities, etc. Any proposed solid waste transfer stations, disposal facilities or processing facilities shall also be located in areas that are appropriately zoned for each type of facility.

The entire nation has been significantly affected by an economic downturn over the past several years. While slight economic growth is starting to occur, it is not expected to increase to the extent that it would significantly impact solid waste management systems and remaining disposal capacities in the area during the life of this SWMP.

A solid waste facility or recycling facility will require certain public services as a minimum. Water service is vital for fire protection, sanitation, and housekeeping. Water service can be public water system extensions or on-site wells. Sewage treatment facilities close at hand is convenient for leachate and wash down water treatment as well as sanitation treatment. If these are not close by, then liquid wastes will need to be captured and hauled to the facilities or sewer extensions constructed. Alternatively, on site treatment can be considered.

Even considering the information presented above, unforeseen circumstances during the next ten years may lead to the need for additional solid waste disposal or processing facilities in the county due to increased population or commercial development. The county may also wish to consider locating additional solid waste processing or disposal facilities within its jurisdiction due to host government benefits (i.e. fees, taxes, etc.) that would be received from these types of Facilities.

XII. Public Participation

Montgomery County must seek to involve the public in the approval of this Solid Waste Management Plan. A copy of the draft plan was made available at the Commission's office for public review. There was a 30 day review period where public comment regarding the plan was accepted. A public hearing was set for (pending approval of plan) and held in the Montgomery County Administration Building. A copy of the draft plan was also sent to all municipalities within the county for their review and comments. All information received from the municipalities was evaluated by Goodwyn, Mills and Cawood, and incorporated into the final plan. The municipalities will be encouraged to pass a resolution in support of the plan and adhere to the recommendations in any future changes in handling their solid waste.

The public should also be involved in any changes to the existing solid waste management and collection system including collection contracts, siting of landfills, and proposed changes in recycling. One possible way this can be accomplished is by the development of a Citizens Solid Waste Advisory Committee. Although the ultimate decision to make changes to the system would remain with the Montgomery County Commission, the advisory committee would be allowed to make recommendations and aid the county in evaluating alternatives. The committee would be made up of citizens from all municipalities and rural areas within the county. The committee would be responsible for organizing additional public hearings and should be made aware of all proceedings before changes are made.

XIII. RCRA Subtitle D Requirements

Section 22-27-47(b)(5): Address the requirements proposed under Subtitle D of the federal Resource Conservation and Recovery Act, 42 U.S. C. Section 6941 as amended and identify and explain those actions the jurisdiction should take to assure proper management of its wastes under these requirements.

The Resource Conservation and Recovery Act (RCRA), an amendment to the Solid Waste Disposal Act, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. RCRA was enacted in 1976 to:

- Protect human health and the environment from the potential hazards of waste disposal;
- Conserve energy and natural resources;
- Reduce the amount of waste generated; and
- Ensure that wastes are managed in an environmentally sound manner.

Enacted in 1984, the Subtitle D amendment to RCRA deals with nonhazardous solid waste management and designates the state and local governments as the primary planning, permitting, regulating, implementing, and enforcement agencies for the management and disposal of household and industrial or commercial non-hazardous solid wastes. Minimum nationwide standards have been developed under Subtitle D that includes specific requirements for the proper design and operation of MSW landfills and other solid waste disposal facilities. These requirements include location restrictions, facility design (liner, leachate collection, run-off controls, etc.) and operating criteria, groundwater and landfill gas monitoring requirements, corrective action requirements, financial assurance requirements, and closure and post-closure care requirements. Most states (including Alabama) have adopted these criteria into their state solid waste management programs. In addition to the minimum federal criteria, states may also impose requirements that are more stringent than the federal requirements. This Plan is in compliance with RCRA, 42 U.S.C. § 6941.

The Town of Pike Road municipality offers residential solid waste collection for households in their jurisdiction via Advanced Disposal. In addition, the Montgomery County Commission provides household solid waste collection services in the unincorporated parts of the county through a contract with Advanced Disposal. All municipal solid waste collected is disposed of in an MSW landfill that has been designed in accordance with Subtitle D regulations.

15-22

References

Alabama Department of Environmental Management, Alabama Solid Waste Management Plan. August 2015. http://www.adem.state.al.us/default.cnt

Alabama Department of Environmental Management, Land Division. September 2015.

"County Unemployment Rates." Labor Market Information. Alabama Department of Labor, 18 Aug. 2015.

Environmental Protection Agency, Municipal Solid Waste Generation in the United States. August, 2015. http://www.epa.gov/epawaste/nonhaz/municipal/index.htm

"Montgomery County Profile." Economic Development Partnership of Alabama. Advantage Alabama, 25 Aug. 2015.

University of Alabama Center for Business and Economic Research, 2010 Census for Alabama. August, 2015. http://cber.cba.ua.edu/data.html

APPENDIX A

LETTERS OF APPROVAL

APPENDIX B

PUBLIC NOTICE

APPENDIX C

PROOF OF PUBLICATION

APPENDIX D

PUBLIC HEARING SIGN-IN SHEET

APPENDIX E

MONTGOMERY COUNTY RESOLUTION

APPENDIX F

City of Montgomery Opt-out Letter

Agenda
OCT 20 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 3

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	10/31/2014
DATE:	10/31/2014	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:	D L Mims	
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
River Region United Way	001-55900.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(13,000)	(5,000)	(18,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	(13,000)	0	(13,000)

JUSTIFICATION:

Budget for an appropriation to the River Region United Way for program support.

16-1

ACCA
Association of County Commissions of Alabama

P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678
www.alabamacounties.org
Hon. Ray Long, Morgan County, President
Sonny Brasfield, Executive Director

TO: County Administrators

FROM: ACCA Office

DATE: October 16, 2015

RE: Regional Debris Removal and Monitoring Contracts Executed

The final bid awards for regional debris removal and monitoring contracts have taken place. DRC Emergency Services, LLC received the award for Regions 1, 2, 5, 6, and 7 and Ceres Environmental Services, Inc. was awarded the contracts for Regions 3 and 4. Thompson Consulting Services, received the award for Regions 1-7 for monitoring. We are happy to report that these contracts have now been fully executed and are in effect, meaning that counties are now able to utilize the services available through this joint bid project when and if the need arises. The contract term for these contracts is November 1, 2015 to October 31, 2016 with the option to renew for two additional years.

A copy of the contract for your region, including the Invitation to Bid and Contract Activation Procedures is attached. All supporting documentation for these contracts (proof of insurance, etc.) is on file at the ACCA Office. Counties may contact the ACCA office if copies of any additional documents are needed.

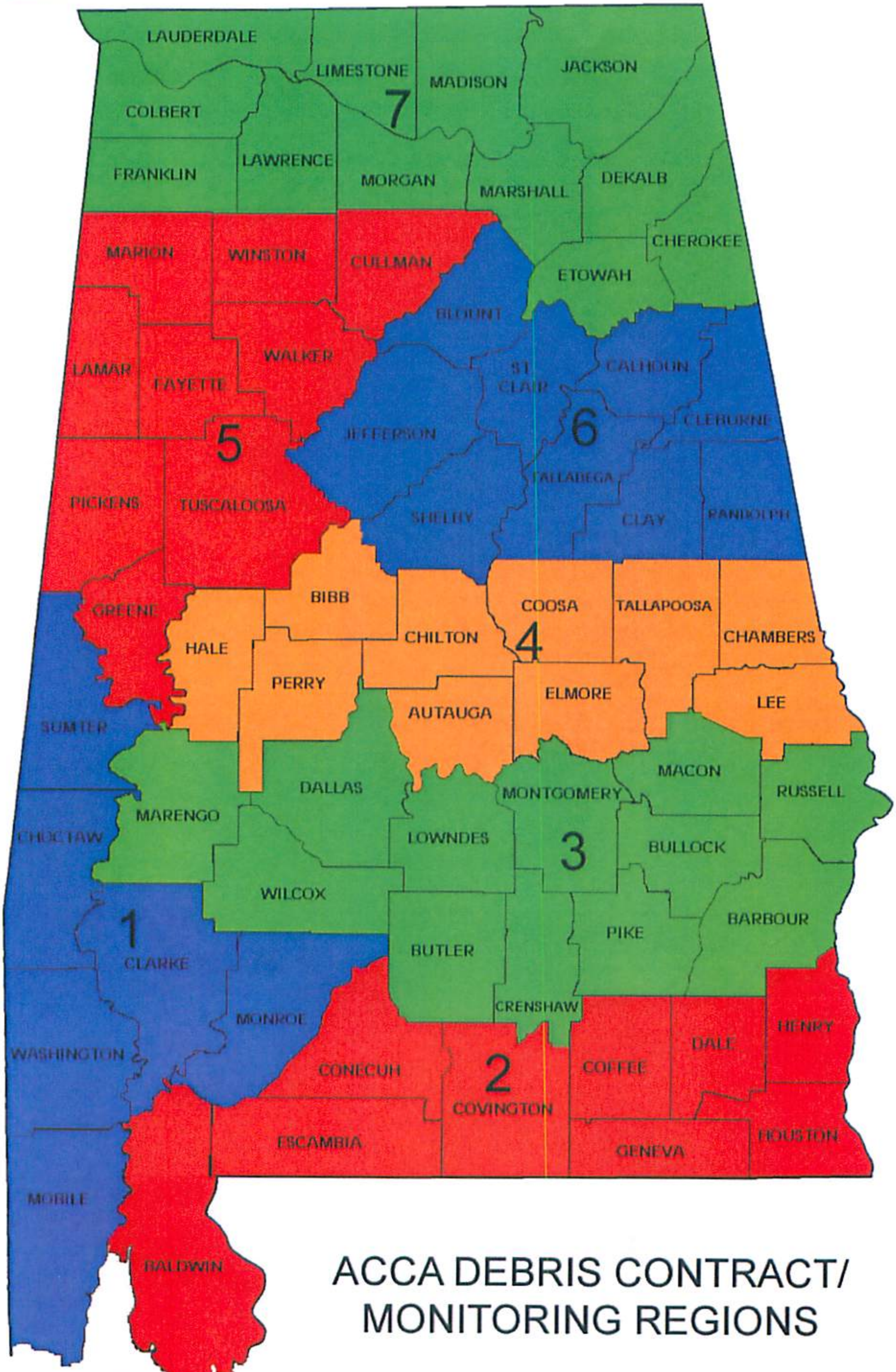
As with other joint bid projects, each county will deal directly with the vendor when and if utilizing the services available under the contract. A copy of the Contract Activation Procedures which counties will use for notifying the contractor that it is activating the services in the contract is attached, along with a sample Notice to Proceed to be forwarded to the contractor at the time of contract activation. The contractor will have 24 hours to respond and will then work directly with the county to activate forces and perform the debris removal services necessary. Complete details of the scope of work and procedures to be followed during activation can be found in the attached Invitation to Bid. It is imperative that both the county and the contractor carefully follow these procedures and that only work authorized under the contract as specified in the bid documents is performed.

Under the terms of this contract, the contractor shall provide the activating county with a payment and performance bond equal to 100% of the estimated cost of the debris removal services upon activation of the contract. Counties should require proof of the required bond before any work is performed. Additionally, the contractor is required to have adequate insurance as set out in the Invitation to Bid at all times.

The pricing and payment procedures to be utilized for any project activated under this regional contract are set out in the Invitation to Bid. The prices to be paid are found on the contractor's Bid Submittal Form. Again, there should be no variation from the pricing or payment procedures set out in the bid documents and executed contract.

ACCA Awarding Authorities by Region
For Debris Removal and Monitoring Services

REGION 1	**Clarke County**
REGION 2	**Houston County**
REGION 3	**Butler County**
REGION 4	**Elmore County**
REGION 5	**Fayette County**
REGION 6	**Calhoun County**
REGION 7	**Etowah County**



ACCA DEBRIS CONTRACT/ MONITORING REGIONS

17-4

Eastwood Villa Homeowners Association, Inc.
101 Eastwood Blvd
Montgomery, AL 36117

2015 SEP 22 AM 10:53

September 15, 2015

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

Dear Commissioner Dean:

We, the citizens of Eastwood Villa Homeowners Association (EVHA) of Montgomery, AL wish to express our concerns regarding the Montgomery County Commission's (MCC) responsibility and obligations to our community. We are requesting your highest level of attention to the following areas to help us as taxpaying citizens in the resolutions these matters:

Street Maintained: Our streets have been worn into very unfavorable conditions. Sixteen years have passed since our streets were last paved. In the past our former commissioner promised every time he was contacted by the EVHA that he was going to get to us after certain other projects had been completed. Our time should be now.

Large Truck: Our neighborhood has heavy dumping trucks making multiple trips daily carrying debris for dumping on private empty lot(s). These trucks are making our streets worse with each trip. We are not knowledgeable of land approved for a dump site in our area. How can they dump? Moreover, what are they dumping? Yet, we are told that these trucks have a right to use the neighborhood streets because the streets are maintained by the county. EVHA question the MCC maintaining of our streets.

Burning of Debris: Burning of debris was a major problem for months on end. Loads and loads of dumped debris were burned on private property that is owned by Mr. Babbilton, a nonresident of the community. The burning would light up the night sky. The smoke would linger for days on end. This created or added to health issues of our residents. Many residents complained of respiratory and allergy complication after the burnings. After many complaints and hard work the burning ceased; however, it is probably only a matter of time before it will start again.

Entrance Sign: Our entrance sign was representative of our community before the destruction by eighteen wheelers and other large truck that were permitted to use the entrance for the pipe company and dumping of debris. This all began when the MCC granted the pipe company permission to enter and disregarded our request that the pipe company construct their private entrance. Later the heavy dump trucks added to the

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problem. Now the excavation project is taking its turn. We need a new sign and we are requesting the MCC to spearhead this project.

Excavation at the Entrance: Presently there is excavation at the entrance into the community. We were not notified prior to the start nor can we get any contact information on who is conducting the operation. At times it is difficult to enter and/or exit the neighborhood. The base of our present entrance sign was cracked two week ago. We have no one to contact about repairs and/or replacement. Are construction permits with posting of the notices being used?

We are requesting the MCC assistance in our getting a fair return for the taxes that the citizens of this community pay. We are asking no more than our fair share. It is our hope that we will be favored with positive actions from you in the near future.

Should you have any questions, you may contact Mr. Lindsey Ray at 334-272-5958.

Sincerely,

Elizabeth A. Humphrey

Elizabeth A. Humphrey

Pc: Commissioner Daniel Harris, Jr.
Commissioner Ronda M. Walker
Commissioner Jiles Williams, Jr.
Commissioner Andrew D. Hall

Tammy Nix

From: Donald Mims
Sent: Friday, October 23, 2015 3:29 PM
To: ehumphrey@charter.net
Cc: Elton N. Dean, Sr.; Elton Dean; Andrew Hall; Poppee4@aol.com; Florence Cauthen; George Speake; James Kelley
Subject: Request from Eastwood Villa Homeowners Association
Attachments: Concerns re Eastwood Villa Homeowners Association.pdf; IMG_0009.JPG; 017.JPG; 016.JPG; 007.JPG

Ms. Humphrey,

I am writing in response to your letter dated September 15, 2015 (copy attached), in which you expressed concerns regarding issues in your neighborhood.

I have talked with Chairman Elton N. Dean, Sr., Commissioner Andrew Hall and County Engineer George Speake and the following are responses to the concerns you raised:

Burning Of Debris: Burning of debris was a major problem for months on end. Loads and loads of dumped debris were burned on private property that is owned by Mr. Babington, a nonresident of the community. The burning would light up the night sky. The smoke would linger for days on end. This created or added to health issues of our residents. Many residents complained of respiratory and allergy complications after the burnings. After many complaints and hard work the burning ceased; however, it is probably only a matter of time before it will start again.

> **The following is Administrator Mims' response to your concern:**
> Relative to the burning of debris, I have been working with the Alabama Department of Environmental Management (ADEM) and they have issued a notice of violation to the landowner, Richard Babington, on July 5, 2015, in which they are holding him responsible for the illegal burning. This is their second notice of violation to Mr. Babington. I will continue to work with ADEM in the effort to stop the burning of debris. If the burning of debris continues, please contact me at 850-9131 and I will report the incident to ADEM.

Large Trucks: Our neighborhood has heavy dumping trucks making multiple trips daily carrying debris for dumping on private empty lot(s). These trucks are making our streets worse with each trip. We are not knowledgeable of land approved for a dump site in our area. How can they dump? Moreover, what are they dumping? Yet, we are told that these trucks have a right to use the neighborhood streets because the streets are maintained by the county. EVHA question the MCC maintaining of our streets.

> **The following is Administrator Mims' response to your concern:**
> Mr. Lindsey Ray and I have been working with the Alabama Department of Environmental Management (ADEM) concerning environmental violations by the neighborhood's adjacent land owner.
>
> **The following is County Engineer George Speake's response to your concern:**
> We have had previous complaints about the debris dump site. I don't know anything we can do concerning this situation. It is my understanding that Administrator Mims has contacted ADEM, and they have issued a Notice of Violation.

18-3

Streets Maintained: Our streets have been worn into very unfavorable conditions. Sixteen years have passed since our streets were last paved. In the past our former commissioner promised every time he was contacted by the EVHA that he was going to get to us after certain other projects had been completed. Our time should be now.

The following is County Engineer George Speake's response to your concern:
We have recently looked at the streets in Eastwood Villa, and they are in fairly good condition. It would cost about $500,000 to resurface all these streets. We have the Eastwood Villa streets on an ongoing list of roads to consider for resurfacing; however, at present there are several other roads that have much more traffic and are in much worse condition. Our gasoline tax revenues have not yet fully recovered from the Great Recession of 2008. If future gasoline tax revenues increase substantially in the future, we would certainly like to resurface these streets.

Entrance Sign: Our entrance sign was representative of our community before the destruction by eighteen wheelers and other large trucks that were permitted to use the entrance for the pipe company and dumping of debris. This all began when the MCC granted the pipe company permission to enter and disregarded our request that the pipe company construct their private entrance. Later the heavy dump trucks added to the problem. Now the excavation project is taking its turn. We need a new sign and we are requesting the MCC to spearhead this project.

The following is Administrator Mims' response to your concern:
I have talked to Commissioner Andrew Hall and he will be placing on the next County Commission agenda a miscellaneous appropriation from his account in the amount of $500 to the City of Montgomery BONDS program, which will be designated for Eastwood Villa Homeowner's Association. The BONDS program helps the County Commission with homeowner's associations in the county, including those outside the city limits, with community enhancement and beautification projects, which includes maintenance costs of subdivision entrance signs. Attached are pictures that I have taken of your entrance sign.

Excavation at the Entrance: Presently there is excavation at the entrance into the community. We were not notified prior to the start nor can we get any contact information on who is conducting the operation. At times it is difficult to enter and/or exit the neighborhood. The base of our present entrance sign was cracked two weeks ago. We have no one to contact about repairs and/or replacement. Are construction permits with posting of notices being used?

The following is County Engineer George Speake's response to your concern:
The excavation at the entrance has to do with a sanitary sewer extension project the Montgomery Water Works and Sanitary Sewer Board has under construction. The County has no responsibility associated with this construction project. The Homeowners Association would need to contact the Montgomery Waterworks and Sanitary Sewer Board concerning this work (telephone no. 334-206-1607).

As requested in your email below dated Monday, October 19th, I have scheduled your homeowner's association to meet with the County Commission at 9:00 a.m., Monday, November 2, 2015, in their Conference Room, which is located on the first floor of the Montgomery County Administration Building and Courthouse Annex III, 101 South Lawrence Street. Please email me and provide the names of those who will be attending the meeting from your neighborhood.

Please call me at 850-9131 to discuss the concerns you have for your community.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
CARPDC Executive Director

DATE: October 29, 2015

RE: CDBG Eastwood Villa Final Report

As you requested, please find below the information on the Eastwood Villa Community.

A) Community Development Block Grant (CDBG) Housing Rehabilitation.

21	Houses Rehab.
38	People Assisted
$303,071.91	Grant Funds

Attached is the Final Report submitted to ADECA at closeout. Of course, we have a lot of additional photographs if they would like any.

B) Weatherization

8	Houses Weatherized
14	People Assisted.
$52,678	Weatherization Funds (approximately)

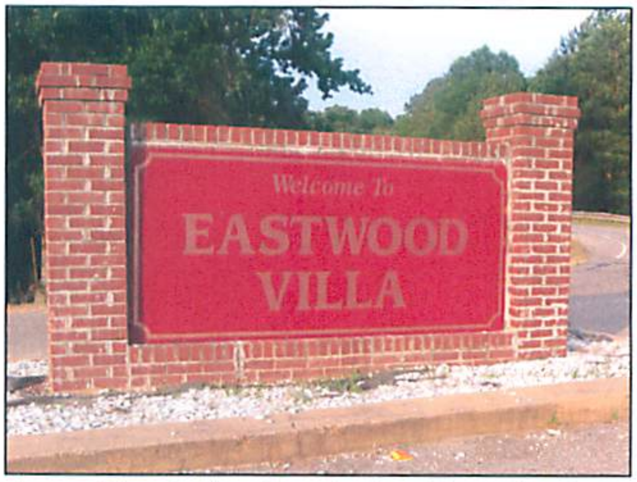
Please let me know if you need any additional information.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

MONTGOMERY COUNTY COMMISSION
CDBG PROJECT NO. CY-CM-RR-12-005

Eastwood Villa Housing Rehabilitation Project

FINAL REPORT



The Montgomery County Commission was awarded an FY 2012 CDBG grant to rehabilitate approximately 18 homes located in the Eastwood Villa community in Montgomery County. This community consists of a total of 151 dwelling units constructed from the 1970s to the present. While the community continues to develop to the east, the scope of work for this project focused on the western side of the neighborhood which was the first original phase of construction. Homes were rehabilitated to the maximum extent feasible to 2003 International Residential Codes, with priority given to health and safety issues. Combined with Lead Safe Practices (24 CFR Part 35), CDBG and local dollars were utilized to assist as many homes as possible, foregoing aesthetic upgrades, when

Before

After

necessary, for more basic improvements relative to structure and function and health and safety issues. While the original application stated that 18 homes would be rehabilitated with an anticipated benefit to approximately 54 low-and-moderate income persons, the project actually rehabbed 21 houses, but with 38 beneficiaries. A formal amendment was submitted to the State to accept the 38 beneficiaries, given the overall decrease from what was proposed in the original grant application. The final count of beneficiaries, based on total grant dollars spent on rehabilitation activities, is still within ADECA's $8,500 per beneficiary cost/benefit ratio for housing rehabilitation.

Before

After

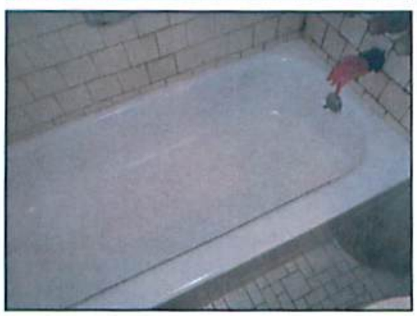
The final project budget reports a total of $303,071.91 in grant dollars expended on housing activities plus $54,892.27 in matching funds that were contributed by the property owners. CDBG funds in the amount of $32,000 were expended on administration of the grant project.

While this project is the first known housing rehabilitation project sponsored and successfully implemented by a County government, its success has paved the way for additional projects of this nature to be considered for funding. Just look at the sample of improvements made to 21 properties in the Eastwood Villa community. The resulting impact benefits not only those receiving direct grants but also everyone in the community as property values go up due to improvements made. Rehabilitation activities included exterior and interior work from door, windows, and roofs, to kitchens, bathrooms, insulation, and flooring.

Before

After

Before



After

Before

After

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: 2016 Legislative Agenda

In anticipation of the 2016 Legislative Session, Cassandra Crosby and Ron Drinkard provided the following schedule:

- October 20th – Meet with Elected Officials
- November 3rd – Draft Legislation for 2016
- November 16th – Brief County Commission regarding the 2016 Legislative Agenda
- December 7th – County Commission approves the Proposed 2016 Legislative Agenda
- December 14th – County Commission Annual Legislative Breakfast with local delegation
- December 21st – Begin Advertisement of Bills
- January 25th – Pre-File Bills for 2016
- February 2nd – 2016 Legislative Session begins

I am providing this for your information.

DLM/tn

20-1

Tammy Nix

From: Sonny Brasfield <SBrasfield@alabamacounties.org>
Sent: Tuesday, October 27, 2015 9:24 AM
To: Tammy Nix

Tammy

Mary said you called and asked about the dues calculations for the ACCA.

The formula used to divide the dues between counties was established many, many years ago. In fact, the formula that was in place when I came to the Association (27 years ago) is still used today. The only change is that the details of the formula are adjusted every three years.

The board of directors sets the level (the amount) of the total dues to be paid by the counties and then the formula distributes the dues among the counties. This year is the third year in which the total amount of dues has remained unchanged, but because the formula is readjusted every three-years there may have been a slight change in dues paid by particular counties last year.

The calculation is very similar to the gasoline tax distribution formula. Half of the dues amount is divided equally among the counties. The other half of the dues amount is divided among the counties based on population and assessed valuation of property in the county.

The portion that uses population and valuation is designed to apportion part of the dues among the counties based on their size and on their tax structure. The population and property value numbers are updated every three years. Last year the numbers were updated so the dues were redistributed somewhat based on changes in population and property values. Next year we will utilize the same data for population and property. And two years from now the population and property numbers will be updated.

If y'all have other questions or need additional information, let me know. I am happy to provide the commission with whatever information it wishes to have.

ACCA
Association of County Commissions of Alabama

Sonny Brasfield
Executive Director
Association of County Commissions of Alabama
334-263-7594 office • 334-263-7678 fax
www.alabamacounties.org

21-1

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

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www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointments

The County Commission, during its meeting on October 19, 2015, discussed board member appointments to the Montgomery County Community Punishment & Corrections Authority.

The following board members terms will expire December 1, 2015 and have agreed to be reappointed: **Robert E.L. Gilpin, Frank Brown and James Williams.**

Also, the Commission will need to make an appointment to replace **Florence Cauthen.**

Concerning these past appointments, the following Commissioners made the nominations for the Board Members:

- Commissioner Polizos nominated **Robert E.L. (Bobo) Gilpin**
- Commissioner Williams nominated **Frank Brown**
- Commissioner Ingram nominated **Florence Cauthen**
- No Record of which Commissioner nominated **James E. Williams**

Of the remaining board members whose terms do not expire until December 1, 2016, the nominations were made by the following people:

- Chairman Dean nominated **Carolyn Millender**
- Community Corrections Executive Director Don Parker nominated **Daniel Harris**

DLM/tn

Attachment

22-1

Updated on 12/2014

Montgomery County Community Punishment & Corrections Authority

Recommended	**Members:**	**Term Expires:**
Polizos	Robert E. L. (Bobo) Gilpin Kaufman Gilpin McKenzie Thomas Weiss, PC P.O. Drawer 4540 Montgomery, Alabama 36103-4540 Direct Dial: 334-409-2236 Email: rgilpin@kgmlegal.com	12/1/2015
Chairman Dean	Carolyn Millender 3552 Dee Drive Montgomery, AL 36116 carmil1908@knology.net Home: 281-2108 Cell: 313-1653	12/1/2016
Exec Dir Don Parker	Daniel Harris 3857 Colline Drive Montgomery, AL 36106 Home: (334) 239-7351	12/1/2016
Williams	Frank Brown, Chairman PO Box 6101 Montgomery, AL 36106-6101 Cell: 224-2281 Work: 353-4609	12/1/2015
	James E. Williams appointed in 2002 no record of who P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	12/1/2015
Ingram	Florence Cauthen 800 Cauthen Drive Montgomery, AL 36105 Cell: 318-7696 Florence.cauthen@gmail.com	12/1/2015
Harris	Robert Taylor, III 7459 Old Barn Road Montgomery, AL 36117 Work: 242-5870 Cell: 221-5385 Rtaylor3@charter.net	12/1/2015
	District Attorney Daryl Bailey Work: 832-2550	
	Sheriff Derrick Cunningham Work: 832-2593	

Sheriff	**4 year term**
District Attorney	**6 year term**
All others	**3 year term**

22-2

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

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www.mc-ala.org

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Audit Report for the Period October 1, 2013 through September 30, 2014

The Alabama Department of Examiners of Public Accounts issued their Independent Auditor's Report on the Montgomery County Commission for the period October 1, 2013 through September 30, 2014.

Attached is the Independent Auditor's Opinion, which states "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Montgomery County Commission, as of September 30, 2014, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America." **This is a good Audit Report, in which no findings were reported.**

It is my understanding that the Audit Report was sent to each Commission.

Should you have any questions, please contact me.

DLM/tn

23-1

Report on the

Montgomery County Commission

Montgomery County, Alabama

October 1, 2013 through September 30, 2014

Filed: October 23, 2015

Department of Examiners of Public Accounts

50 North Ripley Street, Room 3201
P.O. Box 302251
Montgomery, Alabama 36130-2251
Website: www.examiners.alabama.gov

Ronald L. Jones, Chief Examiner

15-543

23-2

State of Alabama
Department of
Examiners of Public Accounts
P.O. Box 302251, Montgomery, AL 36130-2251
50 North Ripley Street, Room 3201
Montgomery, Alabama 36104-3833
Telephone (334) 242-9200
FAX (334) 242-1775

Ronald L. Jones
Chief Examiner

Honorable Ronald L. Jones
Chief Examiner of Public Accounts
Montgomery, Alabama 36130

Dear Sir:

Under the authority of the *Code of Alabama 1975*, Section 41-5-21, we submit this report on the results of the audit of the Montgomery County Commission, Montgomery, Alabama, for the period October 1, 2013 through September 30, 2014.

Sworn to and subscribed before me this the 7th day of October, 2015.

Krystal K Jones
Notary Public - my commission expires 10-08-16

Sworn to and subscribed before me this the 7th day of October, 2015.

Krystal K Jones
Notary Public - my commission expires: 10-08-16

Respectfully submitted,

Brittany H. Little
Brittany H. Little
Examiner of Public Accounts

Brooke Phillips
Brooke N. Phillips
Examiner of Public Accounts

rb

15-543

23-3

Independent Auditor's Report

To: Members of the Montgomery County Commission and County Administrator

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Montgomery County Commission, as of and for the year ended September 30, 2014, and related notes to the financial statements, which collectively comprise the Montgomery County Commission's basic financial statements as listed in the table of contents as Exhibits 1 through 8.

Management's Responsibility for the Financial Statements

The management of the Montgomery County Commission is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in ***Government Auditing Standards***, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Montgomery County Commission, as of September 30, 2014, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (MD&A) and the Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual, (Exhibits 9 and 10), information about infrastructure assets reported using the modified approach (Exhibit 11); the Schedule of Funding Progress – Defined Benefit Pension Plan (Exhibit 12); and the Schedule of Funding Progress – Other Postemployment Benefits (Exhibit 13) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Montgomery County Commission's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards (Exhibit 14) as required by U. S. Office of Management and Budget Circular A-133, ***Audits of States, Local Governments, and Non-Profit Organizations***, is presented for the purposes of additional analysis and is not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with ***Government Auditing Standards***, we have also issued our report dated October 5, 2015, on our consideration of the Montgomery County Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with ***Government Auditing Standards*** in considering the Montgomery County Commission's internal control over financial reporting and compliance.

Ronald L. Jones

Ronald L. Jones
Chief Examiner
Department of Examiners of Public Accounts

Montgomery, Alabama

October 5, 2015

2015 Legislative Conference Agenda

Association of County Commissions of Alabama
December 2 - 3, 2015
The Hotel at Auburn University
Auburn, Alabama; Lee County

ACCA
Association of County Commissions of Alabama
67 Counties One Voice

Tuesday, December 1

9 a.m. - 5 p.m.
AAEM Workshop

Wednesday, December 2

8 a.m. - Noon
AAEM Workshop

10 a.m. - 5 p.m.
ACCA Legislative Conference Registration

10:30 a.m. - 12 p.m.
ACCA Board of Directors Meeting

1:30 - 5 p.m.
Opening General Session
Hon. Ray Long, ACCA President, presiding

- **Indexing Alabama's Road and Bridge Revenue,** *Sen. Gerald Dial*
- **DRIVE Alabama,** *Terri Reynolds, ACCA Director of Public Affairs*
- **Preview of the 2016 Legislative Session,** *Sen. Del Marsh*
- **What You Need to Know About Campaign Finances Before Running for Reelection,** *Othni Lathram, Alabama Law Institute*
- **The Last Details on Constitutional Reform,** *Rep. Randy Davis (invited)*
- **How Budget Cuts Will Effect ALEA,** *Spencer Collier, Secretary of Law Enforcement, Alabama Law Enforcement Agency*

5 - 6 p.m.
Opening Reception

Dinner on your own.

Thursday, December 3

7:30 - 9:15 a.m.
Legislative Conference Registration

8 - 9 a.m.
Breakfast and 2016 Legislative Session Briefing
(ACCA Legislative Program and Priority Legislation)
Hon. Bill Stricklend, ACCA President-Elect, presiding
Sonny Brasfield, ACCA Executive Director, speaking

9:15 - 11:30 a.m.
Commissioners Breakout Session
Hon. Steve McKinnon, ACCA Vice President, presiding

- **Alabama's New Ethics Chief,** *Tom Albritton, Executive Director, Alabama Ethics Commission (invited)*
- **Holding on to Ad Valorem Revenue,** *Ken Webb, Webb & Eley, P.C.*
- **Alabama's Broadband Initiative,** *Kathy Johnson, Director of Broadband Development, Office of the Governor, State of Alabama*
- **Unifying the County Voice: ACCA's Strategic Vision,** *Sonny Brasfield, ACCA Executive Director*
- **Saving Money with the County Joint Bid Program,** *Sonny Brasfield, ACCA Executive Director*

9:15 - 11:30 a.m.
Engineers Breakout Session
Derek Brewer, ACEA President, presiding

- **ATRIP Status Report,** *Ed Austin, ALDOT*
- **Proposed Licensing Changes for Professional Engineers**
- **Proposed Changes to the ACEA Bylaws,** *Chris Champion, Henry County Engineer*

9:15 - 11:30 a.m.
Administrators Breakout Session
Steve Golsan, ACAA President, presiding

- **Alabama's New Ethics Chief,** *Tom Albritton, Executive Director, Alabama Ethics Commission (invited)*
- **Holding on to Ad Valorem Revenue,** *Ken Webb, Webb & Eley, P.C.*
- **Credit Unions and CDARS,** *Alabama Bankers Association*

REGISTER ONLINE AT WWW.ALABAMACOUNTIES.ORG

24-1

2015 Legislative Conference Agenda

Association of County Commissions of Alabama
December 2 - 3, 2015
The Hotel at Auburn University
Auburn, Alabama; Lee County

ACCA
Association of County Commissions of Alabama
67 Counties. One Voice

9:15 - 11:30 a.m.
AAEM Breakout Session
Kathy Carson, AAEM President, presiding

- **EMPG Funding,** *Art Faulkner, Director AEMA*
- **Report from the Emergency Management Advisory Council,** *Skip Gruber, Chairman*
- **How Social Media Serves Strategy When Disaster Strikes,** *Ike Pigott, Positive Position Media Consulting*

9:15 - 11:30 a.m.
AAND Breakout Session
Kristi Stamnes, AAND President, presiding

- **Status Report on ANGEN,** *Alan Campbell, Shelby County 9-1-1 Director*
- **Text to 911 in Action in Calhoun County,** *Angela Baker, Calhoun County Telecommunications Supervisor*
- **Update on the Wireless Program in South Alabama**
- **Business Session and Elections to the Statewide Board**

9:15 - 11:30 a.m.
CROAA Breakout Session
Jayne Pearce, CROAA President, presiding

- **Tobacco Tax**
- **Other topics TBA**

11:30 a.m. - Noon
ACCA Business Session
Hon. Ray Long, ACCA President, presiding

Noon
Adjourn

Please remember that in order to comply with the Alabama Ethics Law, you may only accept an invitation to dinner, etc. from a vendor that is a registered participant in the Legislative Conference.

REGISTER ONLINE AT WWW.ALABAMACOUNTIES.ORG

24-2

Goodwyn Community Center
205 Perry Hill Rd
Montgomery, AL 36109
Mr. Gregory Crawford, Center Director

October 1, 2015

Commissioner Elton N. Dean, Sr
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36100

Commissioner Dean,

On Monday, November 23, 2015, The Annual Senior Citizen Thanksgiving Dinner will once again be held in the City of Montgomery. This Annual Event has served many senior citizens in the West Montgomery Area for many years. Due to the success of the program, this year's event has been extended to Senior Citizens across the entire city of Montgomery. We are expecting a great increase in attendance this year, thus I am soliciting the assistance of the County Commissioners. I am asking for financial assistance to purchase the food and other items necessary to make this event a success.

Thank you in advance for your assistance and donation to this worthy cause.

Sincerely,

Gregory Crawford

Gregory Crawford,
Center Director
Goodwyn Community Center

[illegible] 25-1

SOUTHEASTERN LIVESTOCK EXPOSITION

201 S. Bainbridge St. • Montgomery, AL 36104 • 334/265-1867 • FAX: 334/834-5326
www.bamabeef.org

Elton Dean, Chairman
Montgomery County Commission
100 S. Lawrence St.
Montgomery, AL 36104

October 22, 2015

Dear Chairman Dean:

Thank you for your sponsorship of the statewide Alabama Junior Beef Expo (JBE) held in conjunction with the 58th Annual Southeastern Livestock Exposition Rodeo (SLE). **The JBE dates and SLE Rodeo for 2016 are March 17 - 19.** The 2016 rodeo will be sanctioned by the Professional Rodeo Cowboys Association which is the major league of ProRodeo. One of the top rodeo companies in the nation, Frontier Rodeo Company of Freedom, OK will produce the rodeo and bring some of the top bucking stock in the business.

We are requesting $10,000, the same amount of funding as last year, from the County Commission to help sponsor the Alabama Junior Beef Expo. This sponsorship will help promote the livestock week to increase the number of young people and their families coming to Montgomery. In addition, it will provide part of the premium money for the young people that are exhibiting cattle and horses during this week long event.

The Junior Beef Expo includes the Alabama State Steer Show and Showmanship Competition and brings over 500 outstanding young 4H and FFA exhibitors to Montgomery along with their parents and family members. These youngsters come from over 40 different counties. Additionally we expect 20,000 rodeo fans to attend. With your continued support we will be able to increase the $3 million economic impact on the county by getting thousands of folks to Montgomery County.

The SLE is a non-profit organization. It has been our pleasure for the past 57 years to produce one of Montgomery's top three events. Profits, from the rodeo, help sponsor youth programs, charities and livestock industry organizations.

It is because of support from the County Commission that we are able to produce this big event. Thank you for your consideration. I look forward to hearing from you at your earliest convenience.

Sincerely,

Billy Powell

William E. Powell, III, PhD
WEP: med
Enclosure
cc: Administrator Donnie Mims
SLE Officers

Thanks!

26-1

MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

New Fee so no revenue in prior years

Month Deposited	FY 2016 Collections
OCTOBER	40,638
NOVEMBER	0
DECEMBER	0
JANUARY	0
FEBRUARY	0
MARCH	0
APRIL	0
MAY	0
JUNE	0
JULY	0
AUGUST	0
SEPTEMBER	0
TOTAL	40,638

Budgeted Revenue **$1,000,000**

27-1

UPCOMING BIDS/CONTRACT RENEWALS

Month	Contract No.	Item	Department	Vendor	Renewal Date	Rebid Date
NOVEMBER						
	52110-14B-025	Sherriff's Uniforms	Sheriff's Office	Azar's Uniforms	November 6, 2015	November 6, 2017
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors	November 6, 2016	November 6, 2017
	51988-14B-029	Food Trays	County Commission	Chappy's Deli		November 20, 2015
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut	November 13, 2015	November 13, 2017
	52200-15B-002	Inmate Security	Detention Facility	8284, Inc.	November 14, 2015	November 14, 2018
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	November 30, 2015	November 30, 2018
DECEMBER	5110-12B-029	Security Guard Service	County Commission	MSF, Inc.		December 31, 2015

28-1

11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-16-15

Check Number	To	Check Number
256148		256183
Total Checks Paid		$889,004.83

CHECK #	PAYEE	AMOUNT	DATE
256147	Harold Mark Goins	$ 625.00	10-8-15

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

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Montgomery Co...y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	10/16/2015	256148 Accounts Payable	Administrative Office of Court EV# 459887		1,510.00
	Invoice	Date	Description		Amount
	576	10/08/2015	DA Access; Inv 576; September 2015		1,510.00
Check	10/16/2015	256149 Accounts Payable	Advanced Disposal EV# 11815		148.05
	Invoice	Date	Description		Amount
	SK0003216497	10/08/2015	Advanced Disposal - District III Haul & Return 9/14/15		148.05
Check	10/16/2015	256150 Accounts Payable	Alabama Gas Corporation EV# N/A		36.30
	Invoice	Date	Description		Amount
	2016-00000251	10/08/2015	Gas Bill# 200000625758		20.50
	2016-00000252	10/08/2015	Gas Bill# 200000625494		15.80
Check	10/16/2015	256151 Accounts Payable	Alabama Machinery & Supply Co. (EV#265441)		1,272.75
	Invoice	Date	Description		Amount
	999578	10/08/2015	Alabama Machinery - Wypall Shop Towels - District II		1,272.75
Check	10/16/2015	256152 Accounts Payable	Alabama Power Company EV# 40635		2,631.84
	Invoice	Date	Description		Amount
	2016-00000236	10/08/2015	Power Bill# 85773-56004		256.34
	2016-00000253	10/08/2015	Power Bill# 04523-48006		1,217.22
	2016-00000254	10/08/2015	Power Bill# 09143-50011		607.00
	2016-00000255	10/08/2015	Power Bill# 40223-49019		551.28
Check	10/16/2015	256153 Accounts Payable	Alabama Printers EV#502918		110.40
	Invoice	Date	Description		Amount
	5 1734	10/08/2015	Business Cards for Sherri L. Mazur; Box of 250		36.80
	5 1732	10/08/2015	Business Cards for Natalie Dixon; Box of 250		36.80
	5 1733	10/08/2015	Business Cards for Callie Clark; Box of 250		36.80
Check	10/16/2015	256154 Accounts Payable	Amanda Thrash		740.28
	Invoice	Date	Description		Amount
	2016-00000240	10/08/2015	TTD Compensation payment, 10/5/15-10/16/15.		740.28
Check	10/16/2015	256155 Accounts Payable	Blue Ridge Mountain Water, Inc. EV#		170.10

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			496017		

Invoice	Date	Description	Amount
782087	10/08/2015	Water for Clients; Inv 782087; 9/29/15	32.40
781717	10/08/2015	Water for GJ & Witnesses; Inv 781717; 9/25/15	121.50
780539	10/08/2015	Water for Clients; Inv# 780539; 9/21/15	16.20

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256156 Accounts Payable	Capitol Fence Company		619.30

Invoice	Date	Description	Amount
0000742	10/08/2015	Capitol Fence Company - District II	619.30

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256157 Accounts Payable	Carlisle Medical, Inc. EV# 487649		2,188.77

Invoice	Date	Description	Amount
1812117	10/08/2015	Work Comp pharmacy, D.Caples,Inv.1812117,10/1/15	2,003.53
1812090	10/08/2015	Work Comp pharmacy, D.Caples,Inv.1812117,10/1/15	185.24

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256158 Accounts Payable	Catastrophic Medical Excess, Inc. EV# 501131		11,881.12

Invoice	Date	Description	Amount
110	10/08/2015	Broker Fees- Excess Health - Invoice 110	11,881.12

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256159 Accounts Payable	Charles Porter		100.00

Invoice	Date	Description	Amount
2016-00000247	10/08/2015	Pymt collected in error 7-20-15 thru 9-15,22,29 2015	100.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256160 Accounts Payable	City of Montgomery Finance Dept EV# 520934		215,276.11

Invoice	Date	Description	Amount
2016-00000239	10/08/2015	City Share Gas Tax 09/2015	215,276.11

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256161 Accounts Payable	City of Pike Road - EV#Exempt		5,657.58

Invoice	Date	Description	Amount
2016-00000238	10/08/2015	Pike Road Share Gas Tax - 09/2015	5,657.58

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256162 Accounts Payable	Coblentz Equipment & Parts Co., Inc.		763.53

Invoice	Date	Description	Amount
51604	10/08/2015	Coblentz - Tractor #1021	763.53

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Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256163 Accounts Payable	Cougar Oil, Inc. EV# 503416		11,838.27
	Invoice	Date	Description		Amount
	59811	10/08/2015	Load of Diesel		11,838.27
Check	10/16/2015	256164 Accounts Payable	CrossFit Saints Forge EV# 468942		600.00
	Invoice	Date	Description		Amount
	0.092015	10/08/2015	Wellness Program - Cross-fit - Invoice #0.092015		600.00
Check	10/16/2015	256165 Accounts Payable	Curtis Harlan Forbus		225.00
	Invoice	Date	Description		Amount
	2016-00000248	10/08/2015	Reimbursement for Rapid Response Training (per diem)		225.00
Check	10/16/2015	256166 Accounts Payable	Dar-Ran Furniture Industries, Inc.		46,563.51
	Invoice	Date	Description		Amount
	INV131162	10/08/2015	Desks, chairs, conference table, etc per attached quote		46,563.51
Check	10/16/2015	256167 Accounts Payable	Hanson Pipe & Precast, Inc. EV# 23043		112.50
	Invoice	Date	Description		Amount
	11302967	10/08/2015	Hanson Pipe - District II - Per Quote		112.50
Check	10/16/2015	256168 Accounts Payable	J Wright's Automotive Service EV#40133		93.56
	Invoice	Date	Description		Amount
	27131	10/08/2015	Veh 8063, Mileage-23472; Thermostat issues		93.56
Check	10/16/2015	256169 Accounts Payable	Janet Buskey, Revenue Commissioner		165,400.00
	Invoice	Date	Description		Amount
	Sept 2015 Redemp	10/08/2015	Overbids on parcels redeemed in accordance with ACT 2013-370		165,400.00
Check	10/16/2015	256170 Accounts Payable	MidSouth Paving, Inc. EV# 314017		12,621.09
	Invoice	Date	Description		Amount
	2000296074	10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		4,922.40
	2000296723	10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		294.79
	2000297185	10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		355.24
	2000297533	10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		475.62
	2000298055	10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		399.65
	2000298528	10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		2,072.06

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	2000298966		10/08/2015	MidSouth Paving - Plant Mix for Sep 2015		4,101.33
Check	10/16/2015	256171 Accounts Payable		Moffitt Technology EV# 499895		1,254.00
	Invoice		Date	Description		Amount
	50304		10/08/2015	48" TV, wall mount & labor in waiting/reception area		1,254.00
Check	10/16/2015	256172 Accounts Payable		Mon-Cre Telephone Coop, Inc. EV# 506806		116.86
	Invoice		Date	Description		Amount
	5629486/102015		10/08/2015	Moncre - Phone Service Statement Dtd 09/01/2015		56.40
	5629490/102015		10/08/2015	Moncre - Phone Service Statement Dtd 09/01/2015		60.46
Check	10/16/2015	256173 Accounts Payable		Montgomery County Gasoline Tax Fund EV# N/A		100.00
	Invoice		Date	Description		Amount
	2016-00000191		10/08/2015	New Private Road Sign (Tiger Oak Drive)		100.00
Check	10/16/2015	256174 Accounts Payable		Montgomery County Liability Fund		399,176.00
	Invoice		Date	Description		Amount
	2016-00000041		10/02/2015	General Liability Insurance for 2015 - 2016		214,363.00
	2016-00000042		10/02/2015	Law Enf & Public Officials Liability Allocation for 2015-2016		100,216.00
	2016-00000043		10/02/2015	Vehicle Liability Allocation for 2015-2016		84,597.00
Check	10/16/2015	256175 Accounts Payable		Postmaster - Permit #208		224.79
	Invoice		Date	Description		Amount
	2016-00000249		10/08/2015	PISTOL PERMIT RENEWALS FOR OCTOBER 2015		224.79
Check	10/16/2015	256176 Accounts Payable		Scott Lee Kellenberger		1,250.00
	Invoice		Date	Description		Amount
	2016-00000192		10/08/2015	Reimbursement for Rapid Response Training (per diem)		625.00
	2016-00000193		10/08/2015	Reimbursement for Rapid Response Training (per diem)		625.00
Check	10/16/2015	256177 Accounts Payable		Stem Bros., Inc EV#492947		149.91
	Invoice		Date	Description		Amount
	073637		10/08/2015	Stem Bros., Inc. - Diaries for Each District		149.91
Check	10/16/2015	256178 Accounts Payable		Thomas , Steve F.		1,000.00

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2016-00000246		10/08/2015	Reimbursement for Rapid Response Training		1,000.00
Check	10/16/2015	256179 Accounts Payable		Topco Termite & Pest Control		42.00
	Invoice		Date	Description		Amount
	910		10/08/2015	Pest Control Inv#910 dt 9.30.15		42.00
Check	10/16/2015	256180 Accounts Payable		Wayfair, LLC		425.95
	Invoice		Date	Description		Amount
	2039686412		10/08/2015	High Back Executive Chair for Sheriff Cunningham		425.95
Check	10/16/2015	256181 Accounts Payable		William B. Flynn		435.00
	Invoice		Date	Description		Amount
	2016-00000194		10/08/2015	Reimbursement for Rapid Response Training (per diem)		435.00
Check	10/16/2015	256182 Accounts Payable		Williamson Properties LTD EV# Not Required		3,292.38
	Invoice		Date	Description		Amount
	2016-00000237		10/08/2015	Williamson Pit- September 2015		3,292.38
Check	10/16/2015	256183 Accounts Payable		Xerox Corp. EV# 83117		977.88
	Invoice		Date	Description		Amount
	081457872		10/08/2015	Meter usage 08/21/15 to 09/20/15		195.88
	081457869		10/08/2015	Xerox Corp. - Inv #081031413 Dated 10/01/15		278.86
	081639104		10/08/2015	Copier Rental; Inv 081639104; Ser#XEL-624695; Sept 2015		331.63
	081457885		10/08/2015	Meter Usage dt 10.1.15 Inv#81457885 8-21-9-21-15		171.51

DISB Disbursement Fund 719 Totals: Transactions: 36 $889,004.83

Checks: 36 $889,004.83

11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-16-15

Check Number	To	Check Number
256184		256281
Total Checks Paid		$647,971.68

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719						
Check	10/16/2015	256184 Accounts Payable		A'viands, LLC		10,206.53
	Invoice		Date	Description		Amount
	INV1900003124		10/08/2015	F17366		10,206.53
Check	10/16/2015	256185 Accounts Payable		ACAA		225.00
	Invoice		Date	Description		Amount
	mims/cauthen		10/08/2015	Membership Dues (ACAA)		225.00
Check	10/16/2015	256186 Accounts Payable		Alabama Auto Carriage EV #510690		20.90
	Invoice		Date	Description		Amount
	5043807		10/08/2015	Repair Trailer Plug on Truck 8035		20.90
Check	10/16/2015	256187 Accounts Payable		Alabama Gas Corporation EV# N/A		2,433.35
	Invoice		Date	Description		Amount
	2016-00000199		10/08/2015	GAS BILL/200000864587		15.80
	2016-00000260		10/08/2015	GAS BILL/200000025217		1,501.54
	2016-00000261		10/08/2015	GAS BILL/200000625500		34.48
	2016-00000262		10/08/2015	GAS BILL/200000625726		15.80
	2016-00000263		10/08/2015	GAS BILL/200000625707		15.80
	2016-00000264		10/08/2015	GAS BILL/200000625721		797.94
	2016-00000265		10/08/2015	GAS BILL/200000625718		51.99
Check	10/16/2015	256188 Accounts Payable		Alabama Office Supply EV# 482945		762.15
	Invoice		Date	Description		Amount
	208167-001		10/08/2015	At-A-Glance Monthly Planners for MCDF Supervisors		167.04
	208239-001		10/08/2015	Desk File/Sorter		21.78
	208032-001		10/08/2015	Money Receipt Book RED-8L806		197.26
	208033-001		10/08/2015	Office Supplies & Notary Stamps		224.91
	207878-001		10/08/2015	Invent. Reorder Batch 10/1/2015		100.46
	208290-002		10/08/2015	Counterfeit Dectector Pen #DRI 351B1		(7.90)
	208290-003		10/08/2015	Counterfeit Dectector Pen #DRI 351B1		17.70
	208290-001		10/08/2015	Counterfeit Dectector Pen #DRI 351B1		40.90
Check	10/16/2015	256189 Accounts Payable		Alabama Power Company EV# 40635		28,218.56

Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000198	10/08/2015	POWER BILL/02597-86046		37.68
	2016-00000256	10/08/2015	POWER BILL/12293-48002		17,559.78
	2016-00000257	10/08/2015	POWER BILL/12293-48002		8,779.89
	2016-00000258	10/08/2015	POWER BILL/13133-48016		188.76
	2016-00000259	10/08/2015	POWER BILL/98183-48005		1,652.45
Check	10/16/2015	256190 Accounts Payable	Alabama Printers EV#502918		42.77
	Invoice	Date	Description		Amount
	5 1735	10/08/2015	Business Cards for Vicki L. Brown; Box of 500, send proof		42.77
Check	10/16/2015	256191 Accounts Payable	Alabama Sheriff's Association		325.00
	Invoice	Date	Description		Amount
	2016-00000242	10/08/2015	(req 1)Registration for Election Conference		325.00
Check	10/16/2015	256192 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000186	10/08/2015	MISC APPROPRIATION NC2016-19 DEAN		500.00
Check	10/16/2015	256193 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000178	10/08/2015	MISC APPROPRIATION NC2016-24 DEAN		500.00
Check	10/16/2015	256194 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000179	10/08/2015	MISC APPROPRIATION NC2016-25 DEAN		500.00
Check	10/16/2015	256195 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000180	10/08/2015	MISC APPROPRIATION NC2016-26 DEAN		500.00
Check	10/16/2015	256196 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000181	10/08/2015	MISC APPROPRIATION NC2016-27 DEAN		500.00
Check	10/16/2015	256197 Accounts Payable	Alabama State University EV# 475598		500.00

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/16/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2016-00000182		10/08/2015	MISC APPROPRIATION NC2016-28 DEAN		500.00
Check	10/16/2015	256198	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000183		10/08/2015	MISC APPROPRIATION NC2016-29 DEAN		500.00
Check	10/16/2015	256199	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000184		10/08/2015	MISC APPROPRIATION NC2016-30 DEAN		500.00
Check	10/16/2015	256200	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000185		10/08/2015	MISC APPROPRIATION NC2016-18 DEAN		500.00
Check	10/16/2015	256201	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000187		10/08/2015	MISC APPROPRIATION NC2016-20 DEAN		500.00
Check	10/16/2015	256202	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000188		10/08/2015	MISC APPROPRIATION NC2016-21 DEAN		500.00
Check	10/16/2015	256203	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000189		10/08/2015	MISC APPROPRIATION NC2016-22 DEAN		500.00
Check	10/16/2015	256204	Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice		Date	Description		Amount
	2016-00000190		10/08/2015	MISC APPROPRIATION NC2016-23 DEAN		500.00
Check	10/16/2015	256205	Accounts Payable	American Behavioral Benefits Managers, EV#482858		9,498.05
	Invoice		Date	Description		Amount
	2006		10/08/2015	Professional Mental Health Serv. invoices 2006 & 091508A		9,498.05
Check	10/16/2015	256206	Accounts Payable	American Osment EV# 474381		247.50

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Montgomery Co[illegible] Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	307268	10/08/2015	Housekeeping - Paper Towels for Sheriff's Office		247.50
Check	10/16/2015	256207 Accounts Payable	Auburn Montgomery EV# 256763		1,000.00
	Invoice	Date	Description		Amount
	mc-mcc	10/08/2015	Business Breakfast Sponsorship		1,000.00
Check	10/16/2015	256208 Accounts Payable	B & R Wrecker & Recovery EV#491302		250.00
	Invoice	Date	Description		Amount
	160394	10/08/2015	TOWING 2003 CHEVY SILVERADO BLK TAG 3AM4545		125.00
	160393	10/08/2015	TOWING 2003 CHEVY SILVERADO BLK TAG 3AM4545		125.00
Check	10/16/2015	256209 Accounts Payable	Blue Cross & Blue Shield of AL Work Comp. EV244021		4,781.79
	Invoice	Date	Description		Amount
	2015093201499901	10/08/2015	CLaims paid & Admin fees, September 2015		4,781.79
Check	10/16/2015	256210 Accounts Payable	BOE, Bear Exploration Center for Math. EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000176	10/08/2015	MISC APPROPRIATION NC2016-10 DEAN		500.00
Check	10/16/2015	256211 Accounts Payable	BOE, Bellingrath Middle School EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000173	10/08/2015	MISC APPROPRIATION NC2016-13 DEAN		500.00
Check	10/16/2015	256212 Accounts Payable	BOE, Carver Elementary School EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000162	10/08/2015	MISC APPROPRIATION NC2016-2 DEAN		500.00
Check	10/16/2015	256213 Accounts Payable	BOE, Carver Senior High School EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000172	10/08/2015	MISC APPROPRIATION NC2016-12 DEAN		500.00
Check	10/16/2015	256214 Accounts Payable	BOE, Catoma Elementary School		500.00

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
				EV#475233		
	Invoice		Date	Description		Amount
	2016-00000166		10/08/2015	MISC APPROPRIATION NC2016-6 DEAN		500.00
Check	10/16/2015	256215 Accounts Payable		BOE, Davis Elementary School EV#475233		500.00
	Invoice		Date	Description		Amount
	2016-00000165		10/08/2015	MISC APPROPRIATION NC2016-5 DEAN		500.00
Check	10/16/2015	256216 Accounts Payable		BOE, Floyd Elementary School EV#475233		500.00
	Invoice		Date	Description		Amount
	2016-00000164		10/08/2015	MISC APPROPRIATION NC2016-4 DEAN		500.00
Check	10/16/2015	256217 Accounts Payable		BOE, Floyd Middle Magnet SchoolEV# 475233		500.00
	Invoice		Date	Description		Amount
	2016-00000163		10/08/2015	MISC APPROPRIATION NC2016-3 DEAN		500.00
Check	10/16/2015	256218 Accounts Payable		BOE, MacMillan International Academy EV#475233		500.00
	Invoice		Date	Description		Amount
	2016-00000174		10/08/2015	MISC APPROPRIATION NC2016-14 DEAN		500.00
Check	10/16/2015	256219 Accounts Payable		BOE, Martin L King Elementary School		500.00
	Invoice		Date	Description		Amount
	2016-00000167		10/08/2015	MISC APPROPRIATION NC2016-7 DEAN		500.00
Check	10/16/2015	256220 Accounts Payable		BOE, McKee Middle School		500.00
	Invoice		Date	Description		Amount
	2016-00000175		10/08/2015	MISC APPROPRIATION NC2016-15 DEAN		500.00
Check	10/16/2015	256221 Accounts Payable		BOE, Pintlala Elementary School EV# 475233		500.00
	Invoice		Date	Description		Amount
	2016-00000171		10/08/2015	MISC APPROPRIATION NC2016-11 DEAN		500.00
Check	10/16/2015	256222 Accounts Payable		BOE, Seth Johnson Elementary School EV # 475233		500.00

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Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000177	10/08/2015	MISC APPROPRIATION NC2016-17 DEAN		500.00
Check	10/16/2015	256223 Accounts Payable	BOE, Sidney Lanier High School EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000170	10/08/2015	MISC APPROPRIATION NC2016-10 DEAN		500.00
Check	10/16/2015	256224 Accounts Payable	BOE, Southlawn Elementary School EV#475233		500.00
	Invoice	Date	Description		Amount
	2016-00000168	10/08/2015	MISC APPROPRIATION NC2016-8 DEAN		500.00
Check	10/16/2015	256225 Accounts Payable	BOE, Southlawn Middle School EV#475233		500.00
	Invoice	Date	Description		Amount
	2016-00000169	10/08/2015	MISC APPROPRIATION NC2016-9 DEAN		500.00
Check	10/16/2015	256226 Accounts Payable	Boys & Girls Clubs of The River Region EV 492924		3,125.00
	Invoice	Date	Description		Amount
	2016-00000196	10/08/2015	APPROPRIATION FY 2015-2016		3,125.00
Check	10/16/2015	256227 Accounts Payable	C.P. Barfoot		200.00
	Invoice	Date	Description		Amount
	crawford/mitchel	10/08/2015	Polygraph for MCDF Applicants		200.00
Check	10/16/2015	256228 Accounts Payable	Canon Solutions America, Inc. EV# Not Required		462.24
	Invoice	Date	Description		Amount
	63473440	10/08/2015	Copier Rental; Inv 63473440; Ser#HTK12919; Oct 2015		462.24
Check	10/16/2015	256229 Accounts Payable	CDW-Government Inc. EV# 109477		230.00
	Invoice	Date	Description		Amount
	zk22034	10/08/2015	HP OJ Pro 8610 Mfg# A7F64A#B1H		230.00
Check	10/16/2015	256230 Accounts Payable	Central Paper Company Montgomery EV#476929		1,685.75
	Invoice	Date	Description		Amount

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Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	511151	10/08/2015	Invent. Reorder Batch 10/1/2015		1,390.25
	511152	10/08/2015	Invent. Reorder Batch 10/1/2015		295.50
Check	10/16/2015	256231 Accounts Payable	City of Montgomery Finance Dept EV# 520934		15,998.53
	Invoice	Date	Description		Amount
	1532	10/08/2015	MCC COMMUNICATIONS EXPENSE INV 1532		15,998.53
Check	10/16/2015	256232 Accounts Payable	City of Montgomery Finance Dept EV# 520934		386,594.01
	Invoice	Date	Description		Amount
	1542	10/08/2015	MCC Share of Ltd Obligation Warr Series 2005B		386,594.01
Check	10/16/2015	256233 Accounts Payable	City of Montgomery Landfill EV# 520934		1,247.10
	Invoice	Date	Description		Amount
	30841	10/08/2015	City Landfill - 09/2015		856.38
	718611	10/08/2015	City Landfill - 09/2015		120.58
	719147	10/08/2015	City Landfill - 09/2015		149.98
	719441	10/08/2015	City Landfill - 09/2015		120.16
Check	10/16/2015	256234 Accounts Payable	Climate Service, Inc. EV# 473752		106.00
	Invoice	Date	Description		Amount
	150826-046	10/08/2015	REGULAR SERVICE FOR THE MONTH OF SEPTEMBER INV #150826-046		106.00
Check	10/16/2015	256235 Accounts Payable	CLS Service EV# 554553		1,159.88
	Invoice	Date	Description		Amount
	11279	10/08/2015	Laundry Service for MCDF Inmates		281.60
	11280	10/08/2015	Laundry Service for MCDF Inmates		269.82
	11281	10/08/2015	Laundry Service for MCDF Inmates		444.66
	11282	10/08/2015	Laundry Service for MCDF Inmates		163.80
Check	10/16/2015	256236 Accounts Payable	Copaco/DBA Ben Mar Paper EV# 42238		768.48
	Invoice	Date	Description		Amount
	2248377-01	10/08/2015	Toilet Tissue Dispensers		768.48
Check	10/16/2015	256237 Accounts Payable	County Revenue Officers Association of Alabama		50.00

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Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000241	10/08/2015	5 Regular Members Membership dues @ $10 each		50.00
Check	10/16/2015	256238 Accounts Payable	Crown Printing & Office aka/Gulf Coast CEV#476335		156.46
	Invoice	Date	Description		Amount
	7088713-0	10/08/2015	Invent. Recorder Batch 10/1/2015		156.46
Check	10/16/2015	256239 Accounts Payable	Dell Marketing LP EV# 49098		246.96
	Invoice	Date	Description		Amount
	xjt2r65n2	10/08/2015	printer toner		246.96
Check	10/16/2015	256240 Accounts Payable	Dish Network		33.20
	Invoice	Date	Description		Amount
	10/2/15	10/08/2015	Invoice Dtd. 10/2/2015 - TV Service from 10/17 to 11/16/15		33.20
Check	10/16/2015	256241 Accounts Payable	Doyin Ogunbi, MD, LLC Internal Medicine EV# N/A		4,093.13
	Invoice	Date	Description		Amount
	9/2015	10/08/2015	contract physician services		3,943.13
	r f/dob 9/7/00	10/08/2015	contract physician services		75.00
	s e/dob5/17/01	10/08/2015	contract physician services		75.00
Check	10/16/2015	256242 Accounts Payable	Eastbrook Tire & Auto Ctr Inc. EV# 492469		337.52
	Invoice	Date	Description		Amount
	142922	10/08/2015	Pack Tire Bearings on 2 Trailers		168.76
	142936	10/08/2015	Pack Tire Bearings on 2 Trailers		168.76
Check	10/16/2015	256243 Accounts Payable	Electronic Security Service EV# 530800		183.00
	Invoice	Date	Description		Amount
	15-0008797	10/08/2015	October - December 2015 Quarterly Monitoring - Inv# 15-0008797		183.00
Check	10/16/2015	256244 Accounts Payable	Empowering Comm Helping Ourselves EV# 468942		1,250.00
	Invoice	Date	Description		Amount
	2016-00000197	10/08/2015	APPROPRIATION FY 2015-2016		1,250.00

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2015	256245 Accounts Payable	G & K Services EV# 29832		206.44
	Invoice	Date	Description		Amount
	1146120766	10/08/2015	Cleaning Supply Rental		39.90
	1146120764	10/08/2015	Cleaning Supply Rental		35.60
	1146120765	10/08/2015	Uniform Rental		130.94
Check	10/16/2015	256246 Accounts Payable	Goodwyn Mills & Cawood, Inc. EV# 425070		4,250.00
	Invoice	Date	Description		Amount
	emgm1580071	10/08/2015	Montgomery County Solid Waste Update		4,250.00
Check	10/16/2015	256247 Accounts Payable	Gorrie-Regan & Associates, Inc. EV# 316512		474.24
	Invoice	Date	Description		Amount
	166705	10/08/2015	Annual Maintenance Contract Barrier Gate/Keypad 101 S. Lawrence		474.24
Check	10/16/2015	256248 Accounts Payable	Gulf States Distributors EV# 212613		54.95
	Invoice	Date	Description		Amount
	1225847-in	10/08/2015	Replacement Shoes for Chief R.D. Bryan		54.95
Check	10/16/2015	256249 Accounts Payable	H.G. Maybeck		568.75
	Invoice	Date	Description		Amount
	1165957	10/08/2015	White Hand Towels		568.75
Check	10/16/2015	256250 Accounts Payable	Independent Stationers, Inc.		668.05
	Invoice	Date	Description		Amount
	in-000562838	10/08/2015	Dayminder Weekly Appointment Books		35.04
	in-000562995	10/08/2015	Dayminder Weekly Appointment Books		23.36
	in-000562830	10/08/2015	Clasp Envelopes 10 x 13		6.69
	in-000562042	10/08/2015	Invent. Reorder Batch 10/1/2015		602.98
Check	10/16/2015	256251 Accounts Payable	J Wright's Automotive Service EV#40133		935.66
	Invoice	Date	Description		Amount
	27143	10/08/2015	Service 5 Maintenance Trucks		280.06
	27146	10/08/2015	Service 5 Maintenance Trucks		166.01
	27182	10/08/2015	Service 5 Maintenance Trucks		234.79
	27161	10/08/2015	Service 5 Maintenance Trucks		191.82

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Montgomery Co[illegible] Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/16/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	27173		10/08/2015	Service 5 Maintenance Trucks		62.98
Check	10/16/2015	256252 Accounts Payable		Johnston High Tech EV# 495207		140.00
	Invoice		Date	Description		Amount
	15-331		10/08/2015	Printer Repair-- HP 4600		140.00
Check	10/16/2015	256253 Accounts Payable		Kenneth Holmes		75.33
	Invoice		Date	Description		Amount
	2016-00000243		10/08/2015	September 12 - October 6, 2015 Mileage Reimbursement		75.33
Check	10/16/2015	256254 Accounts Payable		Kone, Inc.		133.40
	Invoice		Date	Description		Amount
	949105493		10/08/2015	Elevator Maintenance - 131 South Perry October 2015		133.40
Check	10/16/2015	256255 Accounts Payable		Lewis Lawn Equipment, Inc. EV# 519563		1,265.09
	Invoice		Date	Description		Amount
	281441		10/08/2015	Groundskeeping Equipment for County Grounds		915.14
	281635		10/08/2015	Stihl Stick Edger FC90		349.95
Check	10/16/2015	256256 Accounts Payable		Lowes Home Centers, Inc. EV#19859		26.07
	Invoice		Date	Description		Amount
	25251		10/08/2015	Lumber for Firing Range Class		26.07
Check	10/16/2015	256257 Accounts Payable		McKesson Medical-Surgical, Inc.		2,910.12
	Invoice		Date	Description		Amount
	64053575		10/08/2015	On-site Clinic - invoices 64053575, 64310296 & 64804197		244.16
	64310296		10/08/2015	On-site Clinic - invoices 64053575, 64310296 & 64804197		1,853.75
	64804197		10/08/2015	On-site Clinic - invoices 64053575, 64310296 & 64804197		812.21
Check	10/16/2015	256258 Accounts Payable		McQuick Printing Company EV#494640		17,325.70
	Invoice		Date	Description		Amount
	51447		10/08/2015	Business Cards for Brenda Robinson		52.00
	51447/t mccloud		10/08/2015	Business Cards for Tikishia McCloud		52.00
	51552		10/08/2015	"My Commission Expires 9/09/2019" stamp for Nancy Lynn		22.15
	51562		10/08/2015	October & November 2015 Boat & Tag Renewal Notices		7,405.47
	58362		10/08/2015	October & November 2015 Boat & Tag Renewal Notices		8,039.41

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	51563	10/08/2015	October & November 2015 Boat & Tag Renewal Notices		335.54
	51560	10/08/2015	October & November 2015 Boat & Tag Renewal Notices		1,299.13
	51662	10/08/2015	Flyers		72.00
	51746	10/08/2015	Reorder 250 Business Cards for Cpl. Forbes		48.00
Check	10/16/2015	256259 Accounts Payable	Montgomery Armored Car Service (EV# NOT REQ)		918.70
	Invoice	Date	Description		Amount
	9347409	10/08/2015	October 2015 Armored Car Service - Invoice# 9347409		918.70
Check	10/16/2015	256260 Accounts Payable	Montgomery County Health Department EV# 483210		97,187.25
	Invoice	Date	Description		Amount
	2016-00000195	10/08/2015	APPROPRIATION FY 2015-2016		97,187.25
Check	10/16/2015	256261 Accounts Payable	Montgomery Lock & Key EV# 478850		75.00
	Invoice	Date	Description		Amount
	92620	10/08/2015	Repair Annex I Key Lock		75.00
Check	10/16/2015	256262 Accounts Payable	PTS of America, LLC EV# 230624		334.80
	Invoice	Date	Description		Amount
	100679	10/08/2015	Extradition of Prisoners		334.80
Check	10/16/2015	256263 Accounts Payable	Ramer Water Company Inc. EV# Not Required		21.00
	Invoice	Date	Description		Amount
	sept 30 2015	10/08/2015	WATER BILL FOR RAMER SUBSTATION SEPT 15		21.00
Check	10/16/2015	256264 Accounts Payable	Regions Bank EV# NA-		532.80
	Invoice	Date	Description		Amount
	9/20/15	10/08/2015	Pay Corporate Account Travel Expense		532.80
Check	10/16/2015	256265 Accounts Payable	Richerson, Wesley		1,500.00
	Invoice	Date	Description		Amount
	2016-00000244	10/08/2015	Reimbursement for College Incentive Program		1,500.00
Check	10/16/2015	256266 Accounts Payable	Sea Coast Disposal, Inc.		3,889.39

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount

Invoice	Date	Description	Amount
7616	10/08/2015	Garbage Service - Courthouse 251 S. Lawrence September 2015	836.80
7609	10/08/2015	Garbage Service - Annex I 132 Adams Avenue September 2015	281.45
7611	10/08/2015	Disposal Service for MCDF	112.58
7614	10/08/2015	Sea Coast Disposal, Inc. - Dumpster Service	56.29
7615	10/08/2015	Sea Coast Disposal, Inc. - Dumpster Service	56.29
7617	10/08/2015	Sea Coast Disposal, Inc. - Dumpster Service	2,433.40
7613	10/08/2015	GARBAGE DISPOSAL FOR FIRING RANGE INV#7613	56.29
7612	10/08/2015	September 2015 - Probate West - Invoice# 7612	56.29

Check	10/16/2015	256267 Accounts Payable	Simplex Grinnel EV#62038		399.00

Invoice	Date	Description	Amount
81744663	10/08/2015	Service/Repairs to Time Stamp(s)	399.00

Check	10/16/2015	256268 Accounts Payable	State of Al Dept of Examiners Pub Accts EV#434916		2,373.60

Invoice	Date	Description	Amount
10/2013-9/2014	10/08/2015	Audit Services	2,373.60

Check	10/16/2015	256269 Accounts Payable	State of Alabama Department of Revenue EV N/A		48.50

Invoice	Date	Description	Amount
2016-00000245	10/08/2015	2 Vehicle tags	48.50

Check	10/16/2015	256270 Accounts Payable	Strickland Companies EV#472615		543.00

Invoice	Date	Description	Amount
mg532924-00	10/08/2015	office supplies	543.00

Check	10/16/2015	256271 Accounts Payable	Taser International, Inc. EV# 95490		200.00

Invoice	Date	Description	Amount
2016-00000200	10/08/2015	Attendance to the Recertificaion Taser course Req# 2	200.00

Check	10/16/2015	256272 Accounts Payable	Taser International, Inc. EV# 95490		390.00

Invoice	Date	Description	Amount
2016-00000201	10/08/2015	Attendance to the New Certification Taser Course Req# 3	390.00

Check	10/16/2015	256273 Accounts Payable	The Office Pal		3,119.51

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	**Date**	**Description**		**Amount**
	110671-in	10/08/2015	print cartridges		717.09
	110896-in	10/08/2015	Brother Toner Cartridge		135.99
	110779-in	10/08/2015	Brother Toner Cartridge		786.43
	110905-in	10/08/2015	HP LASERJET CP3525X TONER CARTRIDGES		1,480.00
Check	10/16/2015	256274 Accounts Payable	Thyssenkrupp Elevator Corp. EV#198314		9,610.37
	Invoice	**Date**	**Description**		**Amount**
	3002092178	10/08/2015	Elevator Maintenance - 100 S. Lawrence St.		1,006.22
	3002092591	10/08/2015	Elevator Maintenance - 142 Washington Ave.		6,256.30
	3002092180	10/08/2015	Elevator Maintenance for MCDF		2,347.85
Check	10/16/2015	256275 Accounts Payable	Titan Fire & Security, Inc. EV# 508859		1,650.00
	Invoice	**Date**	**Description**		**Amount**
	5208	10/08/2015	Annual Fire Alarm Inspection-Griel/Annex2/Probate West/Carnegie		1,650.00
Check	10/16/2015	256276 Accounts Payable	Topco Termite & Pest Control		284.50
	Invoice	**Date**	**Description**		**Amount**
	911	10/08/2015	Pest Control for East and West		42.00
	913	10/08/2015	Pest control		94.50
	908	10/08/2015	PEST CONTROL FOR WAREHOUSE INV 908		42.00
	904	10/08/2015	August & September 2015 Pest Control Services		53.00
	852	10/08/2015	August & September 2015 Pest Control Services		53.00
Check	10/16/2015	256277 Accounts Payable	U.S.N.S.T.A.		570.00
	Invoice	**Date**	**Description**		**Amount**
	2016-00000250	10/08/2015	Attendance to the U.S.N.S.T.A. Training Seminar Req# 1		570.00
Check	10/16/2015	256278 Accounts Payable	W W Grainger, Inc. EV# 19959		1,637.03
	Invoice	**Date**	**Description**		**Amount**
	9858469209	10/08/2015	Water Filters and Scale Reducer for Annex I		339.51
	9858469191	10/08/2015	Water Filter for Annex III		490.32
	9859030661	10/08/2015	Water Filters and Scale Reducer for Jail 1		807.20
Check	10/16/2015	256279 Accounts Payable	Wilson & Wilson, Inc. EV# 503389		49.50
	Invoice	**Date**	**Description**		**Amount**

Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/16/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	118098		10/08/2015	Smead Purple Folders		49.50
Check	10/16/2015	256280 Accounts Payable		Wittichen Supply Company EV#483349		9.63
	Invoice		Date	Description		Amount
	800086925		10/08/2015	16X25X1 Filter for Maintenance Shop HVAC Unit		9.63
Check	10/16/2015	256281 Accounts Payable		Xerox Corp. EV# 83117		3,155.44
	Invoice		Date	Description		Amount
	81457882		10/08/2015	Copier Machine Rental		287.84
	81457883		10/08/2015	Copier Machine Rental		266.51
	81457887		10/08/2015	Copier Machine Rental		188.08
	81457876		10/08/2015	Copier Rental; Inv081457876; Ser#XEL-616078; Sept 2015		157.86
	81457877		10/08/2015	Copier Rental; Inv 081457877; Ser#XEL-803264; Sept 2015		160.34
	81457867		10/08/2015	Maintenance Copy Machine Rental for September 2015		95.88
	81457879		10/08/2015	rental copier		175.52
	81457878		10/08/2015	rental copier		148.79
	81457880		10/08/2015	rental copier		150.62
	81457881		10/08/2015	rental copier		135.63
	81457875		10/08/2015	Inv #081457875 / Meter Usage from 8/21 to 9/21/2015		137.64
	81312490		10/08/2015	Copy Machine Rental West		109.98
	81312489		10/08/2015	Copy Machine Rental West		109.84
	81312491		10/08/2015	August & September 2015 Copy Machine Rental		148.81
	81457870		10/08/2015	August & September 2015 Copy Machine Rental		165.60
	81457874		10/08/2015	August & September 2015 Copy Machine Rental		133.19
	81457871		10/08/2015	August & September 2015 Copy Machine Rental		143.63
	81457873		10/08/2015	August & September 2015 Copy Machine Rental		139.95
	81457868		10/08/2015	August & September 2015 Copy Machine Rental		143.36
	81457866		10/08/2015	August & September 2015 Copy Machine Rental		129.95

DISB Disbursement Fund 719 Totals: Transactions: 98 $647,971.68

Checks: 98 $647,971.68

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11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-23-15

Check Number	To	Check Number
256282		256354
Total Checks Paid		$415,181.30

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719						
Check	10/23/2015	256282	Accounts Payable	Acme Propane Gas Company EV#489079		76.00
	Invoice		Date	Description		Amount
	20777		10/01/2015	Acme Propane - District III		76.00
Check	10/23/2015	256283	Accounts Payable	Acme Propane Gas Company Mtgy. EV#489079		73.65
	Invoice		Date	Description		Amount
	22967		10/16/2015	Acme Propane - Dist II - Ticket #22967		49.10
	22988		10/01/2015	D-11147 District I		24.55
Check	10/23/2015	256284	Accounts Payable	Advanced Disposal EV# 11815		22.00
	Invoice		Date	Description		Amount
	SK0003220189		10/16/2015	Garbage Service for Flatwood Center-Sept 2015		22.00
Check	10/23/2015	256285	Accounts Payable	AirGas South EV# 78665		167.18
	Invoice		Date	Description		Amount
	9930888881		10/16/2015	Airgas South - Rental INV #9930888881 - dtd 9/30/15 - Co Shop		167.18
Check	10/23/2015	256286	Accounts Payable	Alabama Auto Carriage EV #510690		133.34
	Invoice		Date	Description		Amount
	5043834		10/01/2015	S-5241 Shop, Truck #s 1010, 2014, 1035, & 1036		133.34
Check	10/23/2015	256287	Accounts Payable	Alabama Department of Labor EV# 512796		1,106.54
	Invoice		Date	Description		Amount
	ASS16000480		10/16/2015	WC Assessment - Invoice ASS16000480		1,106.54
Check	10/23/2015	256288	Accounts Payable	Alabama Machinery & Supply Co. (EV#265441)		150.99
	Invoice		Date	Description		Amount
	999979		10/01/2015	D-11150 District I		10.80
	999669		10/16/2015	Alabama Machinery - Construction		140.19
Check	10/23/2015	256289	Accounts Payable	Alabama Office Supply EV# 482945		386.02
	Invoice		Date	Description		Amount
	0208645-001		10/16/2015	Office Supplies		378.13

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Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	0208883-001		10/16/2015	At-A-Glance Calendar Refill for George Speake		7.89
Check	10/23/2015	256290 Accounts Payable		Alabama Wholesale Lumber, Inc.		27.71
	Invoice		Date	Description		Amount
	18070		10/01/2015	D-11149 District I		27.71
Check	10/23/2015	256291 Accounts Payable		ALGTI - Center for Government Services EV# 256763		275.00
	Invoice		Date	Description		Amount
	Rq# 26 09/2015		10/16/2015	Reg and Training AL XIV:Subdiv and ROW class Trav # 26		275.00
Check	10/23/2015	256292 Accounts Payable		Altec Industries, Inc.		79.06
	Invoice		Date	Description		Amount
	10463016		10/01/2015	S-5230 Truck #5046		79.06
Check	10/23/2015	256293 Accounts Payable		Association of County Engineers of Alabama		375.00
	Invoice		Date	Description		Amount
	2016-00000329		10/16/2015	Assn of Co Eng of AL-2016 Membership Dues-Speake & Kelley		375.00
Check	10/23/2015	256294 Accounts Payable		B & H Photo-Video		284.99
	Invoice		Date	Description		Amount
	101727502		10/16/2015	HP LaserJet Pro 400 Color M451dn Laser Printer		284.99
Check	10/23/2015	256295 Accounts Payable		B & K Management, LLC EV# Not Required		9,223.50
	Invoice		Date	Description		Amount
	INV-117740		10/16/2015	B & K Mgmt dba Slidell Oil - Oil for County Shop Inventory		9,223.50
Check	10/23/2015	256296 Accounts Payable		Benjamin H. McGough		28.95
	Invoice		Date	Description		Amount
	2016-00000317		10/16/2015	Reimb for Certified Mail for DA Condemnation; 10/9/15		28.95
Check	10/23/2015	256297 Accounts Payable		Bernay Office Solutions EV# 378840		328.15
	Invoice		Date	Description		Amount
	238550		10/16/2015	Bernay Office - Const. Copier Rental Dtd 10/08/15		328.15
Check	10/23/2015	256298 Accounts Payable		Best One Tires EV#307216		10,859.32

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Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	4140035055	10/16/2015	Best One Tires - Districts I, II, & III - Per Estimate #55498		2,170.00
	4140035082	10/16/2015	Best One Tires - Districts I, II, & III - Per Estimate #55498		6,030.12
	4140035146	10/16/2015	Best One Tires - Districts I, II, & III - Per Estimate #55498		2,568.00
	4140035054	10/01/2015	S-5242 Cutter #'s 21237, 21239, & 21629		91.20
Check	10/23/2015	256299 Accounts Payable	Blue Cross Blue Shield of AL EV# 244021		50,710.52
	Invoice	Date	Description		Amount
	11/2015	10/16/2015	Deposit / Retention Rate for November 2015		50,710.52
Check	10/23/2015	256300 Accounts Payable	Blue Ridge Mountain Water, Inc. EV# 496017		113.40
	Invoice	Date	Description		Amount
	787942	10/16/2015	Water for GJ & Witnesses, Inv #787942; 10/9/15		113.40
Check	10/23/2015	256301 Accounts Payable	C & C Welders, Inc. EV# 526794		1,350.67
	Invoice	Date	Description		Amount
	2015298	10/16/2015	C & C Welders, Inc. - Truck #5007 - per Quote		1,350.67
Check	10/23/2015	256302 Accounts Payable	Cameron, Joe EV# Not Required		56.35
	Invoice	Date	Description		Amount
	2016-00000330	10/16/2015	Mileage Reimb; 98 mi @ .575; Sept 2015		56.35
Check	10/23/2015	256303 Accounts Payable	Canon Solutions America, Inc. EV# Not Required		63.30
	Invoice	Date	Description		Amount
	4017179180	10/16/2015	Non-Copier Inv# 4016669302, 4017179180		21.10
	4017159980	10/16/2015	Non-Copier Inv# 4016669302, 4017179180		21.10
	4016669302	10/16/2015	Non-Copier Inv# 4016669302, 4017179180		21.10
Check	10/23/2015	256304 Accounts Payable	Care Here, LLC EV#456819		30,744.88
	Invoice	Date	Description		Amount
	INV5334	10/16/2015	On-site Clinic - invoices - INV5326 & INV5334		27,909.10
	INV5326	10/16/2015	On-site Clinic - invoices - INV5326 & INV5334		2,835.78
Check	10/23/2015	256305 Accounts Payable	Carquest Auto Parts of Montg EV# 19959		300.06
	Invoice	Date	Description		Amount

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00000319	10/01/2015	S5208 Truck #'s 30385, 3042, 3043, 3044, & 3045		189.75
	2792-284891	10/01/2015	S-5225 - Construction & District III Trucks		103.32
	2792-284784	10/01/2015	S-5227 Dist II Camp Pressure Washer		6.99
Check	10/23/2015	256306 Accounts Payable	Central Alabama Regional Planning EV# 478241		1,700.00
	Invoice	Date	Description		Amount
	LIWAP 15 #1	10/16/2015	Weatherization Reimb LIWAP 028-15 Co#1 8/31/15		1,700.00
Check	10/23/2015	256307 Accounts Payable	City of Montgomery Finance Dept EV# 520934		141,126.00
	Invoice	Date	Description		Amount
	1533	10/16/2015	EPA past costs Downtown Environmental Alliance - Invoice 1533		124,800.00
	1544	10/16/2015	Downtown Environmental Alliance - Invoice 1544		16,326.00
Check	10/23/2015	256308 Accounts Payable	Coblentz Equipment & Parts Co., Inc.		2,280.63
	Invoice	Date	Description		Amount
	51585	10/16/2015	Coblentz - Tractor #3035		417.42
	51555	10/01/2015	S-5243 Tractor #1-217		51.75
	51566	10/01/2015	S-5249 Tractor #1041		79.85
	51432	10/16/2015	Coblentz Equipment - Mower #21240 - Per Quote QU102438		1,731.61
Check	10/23/2015	256309 Accounts Payable	Cowin Equipment Company Inc EV# 505216		352.02
	Invoice	Date	Description		Amount
	C29847	10/01/2015	S-5231 Motorgrader #1026		107.20
	C29859	10/01/2015	S-5234 Motorgrader #1026		22.44
	C31617	10/01/2015	S-5248 Motorgrader #1026		76.80
	C31667	10/01/2015	S-5251 Motorgrader #1026		145.58
Check	10/23/2015	256310 Accounts Payable	CTE Outdoor Power EV#486906		93.73
	Invoice	Date	Description		Amount
	68464	10/01/2015	D-11253 Bridge Dept.		93.73
Check	10/23/2015	256311 Accounts Payable	East Alabama Porta-Toilet, LLC EV# 512160		150.00
	Invoice	Date	Description		Amount

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Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/22/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	5AB00255		10/16/2015	East Alabama Porta Toilet - Invoices Dated 10/11/2015		75.00
	5AB00254		10/16/2015	East Alabama Porta Toilet - Invoices Dated 10/11/2015		75.00
Check	10/23/2015	256312 Accounts Payable		Edwards, Sandra EV# Not Required		35.08
	Invoice		Date	Description		Amount
	2016-00000315		10/16/2015	Mileage Reimb; 61 mi @ .575; Sept 2015		35.08
Check	10/23/2015	256313 Accounts Payable		Electronic Security Service EV# 530800		54.00
	Invoice		Date	Description		Amount
	15-0008083		10/16/2015	Quarterly Monitoring Service for Flatwood Center-OCT Nov Dec		54.00
Check	10/23/2015	256314 Accounts Payable		Four Star Freightliner, Inc. EV# 176460		404.61
	Invoice		Date	Description		Amount
	363089M		10/16/2015	Four Star Freightliner - Truck #5034		360.24
	362688M		10/01/2015	S-5239 Truck #3028		44.37
Check	10/23/2015	256315 Accounts Payable		Fred Pryor Seminars (EV# N/A)		99.00
	Invoice		Date	Description		Amount
	Rq# 21		10/16/2015	Travel Request #21 - Developing Emotional Intelligence		99.00
Check	10/23/2015	256316 Accounts Payable		G & K Services EV# 29832		264.60
	Invoice		Date	Description		Amount
	1146104831		10/16/2015	G & K - Sep 2015 - Uniform Service		51.03
	1146108024		10/16/2015	G & K - Sep 2015 - Uniform Service		57.57
	1146111166		10/16/2015	G & K - Sep 2015 - Uniform Service		57.57
	1146114390		10/16/2015	G & K - Sep 2015 - Uniform Service		57.57
	1146108025		10/16/2015	G & K - Sep 2015 - Uniform Service		20.43
	1146114391		10/16/2015	G & K - Sep 2015 - Uniform Service		20.43
Check	10/23/2015	256317 Accounts Payable		Grosouth EV# 514457		70.56
	Invoice		Date	Description		Amount
	INV-441579		10/01/2015	D-11215 District II		70.56
Check	10/23/2015	256318 Accounts Payable		Gulf Coast Truck & Equipment EV# 116684		1,779.83
	Invoice		Date	Description		Amount
	62083		10/16/2015	Gulf Coast Truck - Truck #3042 - Repair Order #62063		743.35

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	62113	10/16/2015	Gulf Coast Truck - Truck #3042 - Repair Order #62063		585.10
	296447M	10/01/2015	S-5224 Truck #1024		108.76
	2016-00000328	10/01/2015	S-5226 Truck #2036		191.85
	296813M	10/01/2015	S-5247 Truck #2036		170.77
Check	10/23/2015	256319 Accounts Payable	Gulf States Distributors EV# 212613		113.90
	Invoice	Date	Description		Amount
	1219621-IN	10/16/2015	ID Badge for Jonathan Benton		102.00
	1216606-IN	10/16/2015	ID Badge for Jonathan Benton		11.90
Check	10/23/2015	256320 Accounts Payable	HCC Life Insurance Company EV# 19959		11,798.42
	Invoice	Date	Description		Amount
	11/2015	10/16/2015	Specific Excess Coverage for November 2015		11,798.42
Check	10/23/2015	256321 Accounts Payable	Hodges-Mace, LLC		615.00
	Invoice	Date	Description		Amount
	SIN002137	10/16/2015	Dependent Care Audit - 4th Qtr. 2015 - Invoice SIN002137		615.00
Check	10/23/2015	256322 Accounts Payable	Holley-Henley Builders, Inc.		18,150.49
	Invoice	Date	Description		Amount
	6 10/09/15	10/16/2015	Greil Mansion Renovations Certificate#6 Final Project: 1208-GVG		18,150.49
Check	10/23/2015	256323 Accounts Payable	Immunalysis Corp.		80.46
	Invoice	Date	Description		Amount
	0091494-IN	10/16/2015	K-2 calibrator/K-2 Control Set & Freight Charges-15.00		30.23
	0091673-IN	10/16/2015	K-2 calibrator/K-2 Control Set & Freight Charges-15.00		50.23
Check	10/23/2015	256324 Accounts Payable	Independent Glass Company EV# 461427		295.28
	Invoice	Date	Description		Amount
	I071459	10/01/2015	S-5240 Motorgrader #1026		100.00
	I071491	10/01/2015	S-5248 Truck #3042		195.28
Check	10/23/2015	256325 Accounts Payable	J Wright's Automotive Service EV#40133		482.92
	Invoice	Date	Description		Amount
	27258	10/16/2015	Veh#8059; Mileage: 50880; Oil/ Filter Change		38.23
	27234	10/16/2015	Service Car# 8049		275.29

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Montgomery County Commission
Payment Batch Register
Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	27190		10/16/2015	Service Car# 8049		169.40
Check	10/23/2015	256326 Accounts Payable		Jarvis , Ricky		539.42
	Invoice		Date	Description		Amount
	2016-00000327		10/16/2015	Work Comp TTD payment, R.Jarvis, 10/10/15 - 10/23/15		539.42
Check	10/23/2015	256327 Accounts Payable		Jeremy Calloway		193.20
	Invoice		Date	Description		Amount
	Rq# 22		10/16/2015	Trav Reimb for Adv Train (Trav Req # 22) on Oct. 14-16, 2015 Aub		193.20
Check	10/23/2015	256328 Accounts Payable		Johnson , Rebecca		509.34
	Invoice		Date	Description		Amount
	Rq# 17		10/16/2015	Travel Reimbursement (TR-17) Orange Beach ACCD CONF		509.34
Check	10/23/2015	256329 Accounts Payable		Johnston , Renea L.		35.00
	Invoice		Date	Description		Amount
	2016-00000332		10/16/2015	Transcript (Ford): S Owens, DC2014-558-TMH, Plea-11/17/14		35.00
Check	10/23/2015	256330 Accounts Payable		Marshall Lumber Co. EV# 501976		31.40
	Invoice		Date	Description		Amount
	2511010		10/01/2015	D11145 District I		5.85
	2514880		10/01/2015	D-11148 District I		25.55
Check	10/23/2015	256331 Accounts Payable		Mercer , Thomas		657.76
	Invoice		Date	Description		Amount
	2016-00000266		10/16/2015	Case No. CV 96-9865 Biweekly Workers Comp		657.76
Check	10/23/2015	256332 Accounts Payable		Michael Caddell		935.22
	Invoice		Date	Description		Amount
	2016-00000314		10/16/2015	Travel Reimb, Capital Murder Conference, 7/28-8/1/15		935.22
Check	10/23/2015	256333 Accounts Payable		Montgomery County Bar Association EV# N/A-		150.00
	Invoice		Date	Description		Amount
	2016-00000324		10/16/2015	Michele Davidson: Registration, The 12 CLE Hours of the Holidays		75.00
	2016-00000325		10/16/2015	Chris Moore: Registration, The 12 CLE Hours of the Holidays		75.00
Check	10/23/2015	256334 Accounts Payable		Montgomery County Extension Office		400.00

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000326	10/16/2015	Sponsorship for 2015 Natural Resources Tour		400.00
Check	10/23/2015	256335 Accounts Payable	Montgomery Fastener & Supply Company EV# 516554		99.62
	Invoice	Date	Description		Amount
	43834	10/01/2015	D-11172 Sign Shop		99.62
Check	10/23/2015	256336 Accounts Payable	Office Depot, Inc. EV# 19959		24.99
	Invoice	Date	Description		Amount
	1837507078	10/01/2015	E-32397 Construction		24.99
Check	10/23/2015	256337 Accounts Payable	Penn and Seaborn, L.L.C.		7,500.00
	Invoice	Date	Description		Amount
	2016-00000341	10/16/2015	Settlement for Alexis Huth v. Rodney Frank Best et. al		7,500.00
Check	10/23/2015	256338 Accounts Payable	PH&J Architects Inc. EV# 488843		43,289.33
	Invoice	Date	Description		Amount
	8 10/09/15	10/16/2015	Grell Mansion Renovations - Invoice #8		989.45
	2 09/30/15	10/16/2015	HVAC & Fire Alarm Replacement-County Courthouse		40,706.32
	15 10/05/15	10/16/2015	DA/Child Support Renovation Invoice #15		1,593.56
Check	10/23/2015	256339 Accounts Payable	Pitney Bowes Inc.		351.00
	Invoice	Date	Description		Amount
	7227069-SP15	10/16/2015	Mail Machine Rental, Inv#7227069-SP15; Ser#0209787		351.00
Check	10/23/2015	256340 Accounts Payable	Protection One Alarm Monitoring, Inc. EV# 101178		41.38
	Invoice	Date	Description		Amount
	105158629	10/16/2015	Account No. 50901719 : Invoice No. 105158629 Monitoring Service		41.38
Check	10/23/2015	256341 Accounts Payable	Ramer MFG., Inc. EV# 172020		147.97
	Invoice	Date	Description		Amount
	6636	10/01/2015	S-5229 Truck #3047		69.64
	6639	10/01/2015	S-5236 Tractor #3025		78.33
Check	10/23/2015	256342 Accounts Payable	Ronald H. Davis		6,000.00

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Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000323	10/16/2015	Retiree's Life Insur Benefit - Beneficiary of Harold Davis		6,000.00
Check	10/23/2015	256343 Accounts Payable	Russell Construction Company of Alabama, Inc.		46,378.00
	Invoice	Date	Description		Amount
	13 10/05/15	10/16/2015	Renovations and alterations to Annex 1/DA Child Support #13		46,378.00
Check	10/23/2015	256344 Accounts Payable	SDS Marketing, Inc. EV509135		195.00
	Invoice	Date	Description		Amount
	5-1008	10/16/2015	Envelopes for Appraisal Business Personal Property		195.00
Check	10/23/2015	256345 Accounts Payable	Southeast Materials Corp EV#504599		7,737.44
	Invoice	Date	Description		Amount
	150929-0010	10/16/2015	Southeast Materials - District II		3,607.29
	150929-0009	10/16/2015	Southeast Materials - District II		4,130.15
Check	10/23/2015	256346 Accounts Payable	Southland International Trucks Inc. EV#407682		189.33
	Invoice	Date	Description		Amount
	02BI13323	10/01/2015	S-5228 Truck #1010		70.21
	02BI13571	10/01/2015	S-5245 Truck #1010		119.12
Check	10/23/2015	256347 Accounts Payable	Sunsouth EV# 432875		1,380.45
	Invoice	Date	Description		Amount
	2151666	10/16/2015	Sunsouth - Tractor #3041 - Per Quote #899504		496.75
	2151675	10/16/2015	Sunsouth - Tractor #1031 - Per Quote #899930		499.14
	2155623	10/01/2015	D-11146 District II		36.95
	2151436	10/01/2015	S-5235 Tractor #1041		80.90
	2151661	10/01/2015	S-5237 Tractor #3031		195.61
	2156416	10/01/2015	S-5244 Tractor #3041		71.10
Check	10/23/2015	256348 Accounts Payable	Tab Office Systems & Solutions, Inc.EV#520199		771.24
	Invoice	Date	Description		Amount
	2308510	10/16/2015	Software & Inkjet labels 1800/box		771.24

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256349 Accounts Payable	The Feed Lot EV#486643		14.00
	Invoice	Date	Description		Amount
	628944	10/01/2015	D-11217 District II		14.00
Check	10/23/2015	256350 Accounts Payable	The Office Pal		284.97
	Invoice	Date	Description		Amount
	011422-IN	10/16/2015	HP Laser Jet-4200/4300-- 69003-M00174-BC38AP		120.00
	0111003-IN	10/16/2015	Toner Cartridges for Dell C1660w Color Printer - Black		164.97
Check	10/23/2015	256351 Accounts Payable	Topco Termite & Pest Control		216.00
	Invoice	Date	Description		Amount
	874	10/16/2015	Pest Control Service for Flatwood Center		45.00
	907	10/16/2015	Pest control - Onsite clinic - Invoice 907		31.50
	902	10/16/2015	Topco Termite & Pest Control - Sep 2015 - Sign Shop, Dist I & II		94.50
	916	10/16/2015	Pest Control Service for Flatwood Center-Sept 2015		45.00
Check	10/23/2015	256352 Accounts Payable	Tractor & Equipment EV#49526		335.54
	Invoice	Date	Description		Amount
	P84682	10/01/2015	S5232 Roller #19975		125.91
	P84683	10/01/2015	S5233 Tack Sprayer #20864		209.63
Check	10/23/2015	256353 Accounts Payable	Warrior Tractor & Equipment EV# 508198		24.59
	Invoice	Date	Description		Amount
	O35599	10/01/2015	S-5238 Roller #19974		24.59
Check	10/23/2015	256354 Accounts Payable	YMCA of Montgomery EV# 472316		9,866.00
	Invoice	Date	Description		Amount
	Sep 15	10/16/2015	Discounted membership - wellness program - invoice - Sep 15		9,866.00

DISB Disbursement Fund 719 Totals: Transactions: 73 — $415,181.30

Checks: 73 $415,181.30

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11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-23-15

Check Number	To	Check Number
256355		256480
Total Checks Paid		$655,137.50

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Montgomery Co[illegible]y Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	10/23/2015	256355 Accounts Payable	A'viands, LLC		19,856.77
	Invoice	Date	Description		Amount
	INV1900003650	10/19/2015	F17367		9,926.69
	1900003774	10/19/2015	f17368		9,930.08
Check	10/23/2015	256356 Accounts Payable	Access Information Protected		194.26
	Invoice	Date	Description		Amount
	1148902	10/19/2015	Storage, Service & Transportation for 10/1/2015-10/31/2015		194.26
Check	10/23/2015	256357 Accounts Payable	Advanced Disposal EV# 11815		4,079.67
	Invoice	Date	Description		Amount
	SK0003220194	10/19/2015	Advanced Disposal - Sep 2015 Disposal Service		4,079.67
Check	10/23/2015	256358 Accounts Payable	Aid to Inmate Mothers, Inc. EV# 498898		500.00
	Invoice	Date	Description		Amount
	2016-00000302	10/19/2015	MISC APPROPRIATION C- 2016-7 WALKER		500.00
Check	10/23/2015	256359 Accounts Payable	Alabama Association of Board of Registrars		105.00
	Invoice	Date	Description		Amount
	nob/sell/daly	10/19/2015	2016 Alabama Assn. of Boards of Registrars dues		105.00
Check	10/23/2015	256360 Accounts Payable	Alabama Department of Revenue		30.00
	Invoice	Date	Description		Amount
	2016-00000333	10/19/2015	Title Transfer		30.00
Check	10/23/2015	256361 Accounts Payable	Alabama Junior Miss Inc dba Distinguished Young , Women of Alabama		1,500.00
	Invoice	Date	Description		Amount
	2016-00000301	10/19/2015	MISC APPROPRIATION C- 2016-6		1,500.00
Check	10/23/2015	256362 Accounts Payable	Alabama National Fair EV# 538787		750.00
	Invoice	Date	Description		Amount
	2016-00000294	10/19/2015	APPROPRIATION FY 2015-2016		750.00
Check	10/23/2015	256363 Accounts Payable	Alabama Office Supply EV# 482945		325.81

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount

Invoice	Date	Description	Amount
208782-001	10/19/2015	Invent. Reorder Batch 10/14/2015	23.19
208845-001	10/19/2015	Smead folders No. 282-203WC-1&3, 2 boxes	97.62
208683-001	10/19/2015	Invent. Reorder Batch 10/13/2015	96.00
208668-001	10/19/2015	FEL-00012 Legal Liberty Heavy Duty Storage/Banker Boxes	109.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256364 Accounts Payable	Alabama Power Company EV# 40635		46,864.30

Invoice	Date	Description	Amount
2016-00000267	10/19/2015	POWER BILL/01072-97012	25,497.51
2016-00000268	10/19/2015	POWER BILL/09077-80063	21,366.79

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256365 Accounts Payable	Alabama Shakespeare Festival EV# 489667		25,000.00

Invoice	Date	Description	Amount
2016-00000272	10/19/2015	APPROPRIATION FY 2015-2016	25,000.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256366 Accounts Payable	All About Towing & Hauling EV# 548228		125.00

Invoice	Date	Description	Amount
79644	10/19/2015	Towing for County Vehicle # 6031	125.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256367 Accounts Payable	American Amenities, Inc.		1,667.00

Invoice	Date	Description	Amount
A150178	10/19/2015	ADMISSION KITS	1,667.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256368 Accounts Payable	American Red Cross EV# 441165		3,750.00

Invoice	Date	Description	Amount
2016-00000278	10/19/2015	APPROPRIATION FY 2015-2016	3,750.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256369 Accounts Payable	Anthony , Sherunda		50.00

Invoice	Date	Description	Amount
2016-00000269	10/19/2015	travel rebursement - Request # 1	50.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256370 Accounts Payable	Armstrong Relocation, LLC		13,955.00

Invoice	Date	Description	Amount
bi-223575	10/19/2015	District Attorney's Move	13,955.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256371 Accounts Payable	Auburn University Government Services		150.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			EV# 256763		
	Invoice	Date	Description		Amount
	MIMS/CAUTHEN/KRA	10/19/2015	ACCMA Membership Dues		150.00
Check	10/23/2015	256372 Accounts Payable	Best Glass Company EV# 469683		315.00
	Invoice	Date	Description		Amount
	142583	10/19/2015	Replace Probate West Door Closure		315.00
Check	10/23/2015	256373 Accounts Payable	Bibb , Carime Sue		402.50
	Invoice	Date	Description		Amount
	2016-00000334	10/19/2015	PTD client counseling, 10/1/15-10/14/15, 23 hrs		402.50
Check	10/23/2015	256374 Accounts Payable	BOE, Sidney Lanier High School EV# 475233		1,000.00
	Invoice	Date	Description		Amount
	2016-00000295	10/19/2015	MISC APPROPRIATION NC2016-49 DEAN		1,000.00
Check	10/23/2015	256375 Accounts Payable	BOE, Sidney Lanier High School EV# 475233		1,000.00
	Invoice	Date	Description		Amount
	2016-00000296	10/19/2015	MISC APPROPRIATION NC2016-49 HARRIS		1,000.00
Check	10/23/2015	256376 Accounts Payable	BOE, Sidney Lanier High School EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000297	10/19/2015	MISC APPROPRIATION NC2016-49 HALL		500.00
Check	10/23/2015	256377 Accounts Payable	BOE, Sidney Lanier High School EV# 475233		500.00
	Invoice	Date	Description		Amount
	2016-00000298	10/19/2015	MISC APPROPRIATION NC2016-49 WALKER		500.00
Check	10/23/2015	256378 Accounts Payable	BOE, Sidney Lanier High School EV# 475233		6,000.00
	Invoice	Date	Description		Amount
	REQ# 9	10/19/2015	LANIER CHOIR ROBES		6,000.00
Check	10/23/2015	256379 Accounts Payable	BOE, Sidney Lanier High School EV#		1,000.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			475233		
	Invoice	Date	Description		Amount
	2016-00000299	10/19/2015	MISC APPROPRIATION NC2016-49 WILLIAMS		1,000.00
Check	10/23/2015	256380 Accounts Payable	Boys and Girls Clubs of South Central Alabama		3,125.00
	Invoice	Date	Description		Amount
	2016-00000293	10/19/2015	APPROPRIATION FY 2015-2016		3,125.00
Check	10/23/2015	256381 Accounts Payable	Brantwood Childrens Home EV# 508575		3,125.00
	Invoice	Date	Description		Amount
	2016-00000292	10/19/2015	APPROPRIATION FY 2015-2016		3,125.00
Check	10/23/2015	256382 Accounts Payable	Brendle Sprinkler Company EV# 442855		645.00
	Invoice	Date	Description		Amount
	19090	10/19/2015	Labor and Expense to Repair/Replace Sprinkler Heads at MSBDF		215.00
	19100	10/19/2015	Labor and Expense to Repair/Replace Sprinkler Heads at MSBDF		215.00
	19110	10/19/2015	Labor and Expense to Repair/Replace Sprinkler Heads at MSBDF		215.00
Check	10/23/2015	256383 Accounts Payable	Canon Solutions America, Inc. EV# Not Required		96.67
	Invoice	Date	Description		Amount
	4017194452	10/19/2015	COPIER MAINTENANCE INV 4017194452		96.67
Check	10/23/2015	256384 Accounts Payable	Carquest of Montgomery #8343 EV# 19959		151.08
	Invoice	Date	Description		Amount
	2792-285132	10/19/2015	REPLACEMENT FLEX WIPER BLADES FOR PPV		151.08
Check	10/23/2015	256385 Accounts Payable	CDW-Government Inc. EV# 109477		59.58
	Invoice	Date	Description		Amount
	ZP03046	10/19/2015	GLVH182 CASE LOGIC SLIM CASE CARRYING CASE		59.58
Check	10/23/2015	256386 Accounts Payable	Central Alabama Regional Planning EV# 478241		19,186.25
	Invoice	Date	Description		Amount
	2016-00000271	10/19/2015	APPROPRIATION FY 2015-2016		19,186.25

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256387 Accounts Payable	Central Alabama Crimestoppers EV#565493		1,250.00
	Invoice: 2016-00000285	Date: 10/19/2015	Description: APPROPRIATION FY 2015-2016		Amount: 1,250.00
Check	10/23/2015	256388 Accounts Payable	Central Alabama Opportunities EV# 559113		2,187.50
	Invoice: 2016-00000291	Date: 10/19/2015	Description: APPROPRIATION FY 2015-2016		Amount: 2,187.50
Check	10/23/2015	256389 Accounts Payable	Central Alabama Sports Commission, Inc.		100,000.00
	Invoice: REQ#7	Date: 10/19/2015	Description: FOR 2015 RAYCOM MEDIA CAMELLIA BOWL		Amount: 100,000.00
Check	10/23/2015	256390 Accounts Payable	Central Paper Company Montgomery EV#476929		681.25
	Invoice: 511439	Date: 10/19/2015	Description: Invent. Reorder Batch 10/19/2015		Amount: 681.25
Check	10/23/2015	256391 Accounts Payable	Character at Heart EV# 468942		3,750.00
	Invoice: 2016-00000290	Date: 10/19/2015	Description: APPROPRIATION FY 2015-2016		Amount: 3,750.00
Check	10/23/2015	256392 Accounts Payable	Chemical Addictions Program Inc EV# 450421		9,375.00
	Invoice: 2016-00000289	Date: 10/19/2015	Description: APPROPRIATION FY 2015-2016		Amount: 9,375.00
Check	10/23/2015	256393 Accounts Payable	Child Protect, Children's Advocacy Ctr EV# 484344		937.50
	Invoice: 2016-00000288	Date: 10/19/2015	Description: APPROPRIATION FY 2015-2016		Amount: 937.50
Check	10/23/2015	256394 Accounts Payable	Cintas Corp. - Location #231 EV# NA-		193.33
	Invoice: 231755444	Date: 10/19/2015	Description: Housekeeping Supplies September 2015		Amount: 193.33
Check	10/23/2015	256395 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000305	10/19/2015	MISC APPROPRIATION NC2016-40 WILLIAMS		1,000.00
Check	10/23/2015	256396 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000306	10/19/2015	MISC APPROPRIATION NC2016-41 WILLIAMS		1,000.00
Check	10/23/2015	256397 Accounts Payable	City of Montgomery/Bonds EV# 520934		500.00
	Invoice	Date	Description		Amount
	2016-00000307	10/19/2015	MISC APPROPRIATION NC2016-42 WILLIAMS		500.00
Check	10/23/2015	256398 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000308	10/19/2015	MISC APPROPRIATION NC2016-43 WILLIAMS		1,000.00
Check	10/23/2015	256399 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000309	10/19/2015	MISC APPROPRIATION NC2016-44 HARRIS		1,000.00
Check	10/23/2015	256400 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000310	10/19/2015	MISC APPROPRIATION NC2016-45 HARRIS		1,000.00
Check	10/23/2015	256401 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000311	10/19/2015	MISC APPROPRIATION NC2016-46 HARRIS		1,000.00
Check	10/23/2015	256402 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000312	10/19/2015	MISC APPROPRIATION NC2016-47 HARRIS		1,000.00
Check	10/23/2015	256403 Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice	Date	Description		Amount
	2016-00000300	10/19/2015	MISC APPROPRIATION NC2016-48 HARRIS		1,000.00
Check	10/23/2015	256404 Accounts Payable	Claudette E. Rogers		600.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00000338	10/19/2015	PTD client counseling,10/1/15-10/14/15, 24 hrs		600.00
Check	10/23/2015	256405 Accounts Payable	Climate Service, Inc. EV# 473752		810.86
	Invoice	Date	Description		Amount
	150827-007	10/19/2015	Repair/Service on Annex I Exhaust Fan		351.20
	151001-013	10/19/2015	Repair Annex I Kitchen Walk In Freezer		459.66
Check	10/23/2015	256406 Accounts Payable	Community Care Network EV# 540998		4,375.00
	Invoice	Date	Description		Amount
	2016-00000287	10/19/2015	APPROPRIATION FY 2015-2016		4,375.00
Check	10/23/2015	256407 Accounts Payable	Council on Substance Abuse EV# 458681		2,925.00
	Invoice	Date	Description		Amount
	2016-00000286	10/19/2015	APPROPRIATION FY 2015-2016		2,925.00
Check	10/23/2015	256408 Accounts Payable	Dade Paper Company EV# 98859		177.48
	Invoice	Date	Description		Amount
	731553	10/19/2015	Invent. Reorder Batch 10/9/2015		147.90
	735538	10/19/2015	Invent. Reorder Batch 10/9/2015		29.58
Check	10/23/2015	256409 Accounts Payable	Debra Jarrett EV# Not Required		690.00
	Invoice	Date	Description		Amount
	2016-00000336	10/19/2015	PTD client counseling,10/1/15-10/14/15,23 hrs		690.00
Check	10/23/2015	256410 Accounts Payable	Dell Marketing LP EV# 49098		408.00
	Invoice	Date	Description		Amount
	XJRRWKKX3	10/19/2015	Quote# 1012410426161.1 - Dell Printer & Tray		149.00
	XJRT7M823	10/19/2015	Quote# 1012410426161.1 - Dell Printer & Tray		259.00
Check	10/23/2015	256411 Accounts Payable	Denson's Paint Center, Inc.		272.92
	Invoice	Date	Description		Amount
	215021	10/19/2015	Paint Supplies for Courthouse DA Office		272.92
Check	10/23/2015	256412 Accounts Payable	DiDi Henry EV# NOT REQ.		148.05
	Invoice	Date	Description		Amount

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00000340	10/19/2015	Blackbell-Livingston Travel Reimbursement Travel #19		146.05
Check	10/23/2015	256413 Accounts Payable	Digital Revenue Systems, Inc. EV#520370		6,528.00
	Invoice	Date	Description		Amount
	20151001001M	10/19/2015	First 6 months Billing for Annual Maint. for MCSO - IO/AVL/Admin		6,528.00
Check	10/23/2015	256414 Accounts Payable	Freewill Community Develop Corp of Montg EV N/A		1,000.00
	Invoice	Date	Description		Amount
	2016-00000303	10/19/2015	MISC APPROPRIATION C- 2016-8 WILLIAMS		1,000.00
Check	10/23/2015	256415 Accounts Payable	G & K Services EV# 29832		206.44
	Invoice	Date	Description		Amount
	1148123417	10/19/2015	Uniform Rental		130.94
	1148123418	10/19/2015	Cleaning Supply Rental		39.90
	1148123416	10/19/2015	Cleaning Supply Rental		35.60
Check	10/23/2015	256416 Accounts Payable	Garner Electric, Inc.		352.00
	Invoice	Date	Description		Amount
	15-643	10/19/2015	Repair Shunt Breakers and Receptacles in Annex I Kitchen		352.00
Check	10/23/2015	256417 Accounts Payable	GlassMax EV#542634		40.00
	Invoice	Date	Description		Amount
	IGI 1007 00574	10/19/2015	WINDSHIELD REPAIR 6498		40.00
Check	10/23/2015	256418 Accounts Payable	Gwendolyn Allen Smith EV# Not Required		2,840.00
	Invoice	Date	Description		Amount
	2016-00000339	10/19/2015	PTD client counseling,10/1/15-10/14/15, 71 hrs		2,840.00
Check	10/23/2015	256419 Accounts Payable	Have a Heart 4 Children, Inc EV# Not Required		3,000.00
	Invoice	Date	Description		Amount
	REQ#5	10/19/2015	ANNUAL HOLIDAY EVENT		3,000.00
Check	10/23/2015	256420 Accounts Payable	Hawk, Inc. EV# 125064		89.00
	Invoice	Date	Description		Amount
	5032	10/19/2015	YF12259		89.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/23/2015	256421 Accounts Payable	Independent Stationers, Inc.		59.52
	Invoice	Date	Description		Amount
	IN-000564904	10/19/2015	Invent. Reorder Batch 10/14/2015		59.52
Check	10/23/2015	256422 Accounts Payable	Inmate Services Corporation		1,200.00
	Invoice	Date	Description		Amount
	18969	10/19/2015	Extradition of Prisoners		1,200.00
Check	10/23/2015	256423 Accounts Payable	J Wright's Automotive Service EV#40133		30.00
	Invoice	Date	Description		Amount
	27165	10/19/2015	YF12255		30.00
Check	10/23/2015	256424 Accounts Payable	Jimmy Day Plumbing & Heating EV#500853		92.00
	Invoice	Date	Description		Amount
	10825	10/19/2015	Repair cold side of ADA sink in public bathroom		92.00
Check	10/23/2015	256425 Accounts Payable	John Deere Landscapes CEV# 328668		546.81
	Invoice	Date	Description		Amount
	73685626	10/19/2015	Weed & Feed for County Grounds		546.81
Check	10/23/2015	256426 Accounts Payable	Konica Minolta Business Solutions USA, Inc.		312.17
	Invoice	Date	Description		Amount
	238251699	10/19/2015	Bizhub 1052 Maintenance Service Coverage July 1 - Sept 30 2015		312.17
Check	10/23/2015	256427 Accounts Payable	Landmarks Foundation of Montgomery EV# 540508		1,250.00
	Invoice	Date	Description		Amount
	2016-00000283	10/19/2015	APPROPRIATION FY 2015-2016		1,250.00
Check	10/23/2015	256428 Accounts Payable	Lewis Lawn Equipment, Inc. EV# 519563		29.72
	Invoice	Date	Description		Amount
	281636	10/19/2015	YF12257		29.72
Check	10/23/2015	256429 Accounts Payable	Lexis Nexis EV# 19170		365.04
	Invoice	Date	Description		Amount

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	3090317667	10/19/2015	September 2015 - Invoice# 3090317667 - Acct# 1000HWMQH		365.04
Check	10/23/2015	256430 Accounts Payable	Lexis Nexis EV# 19170		260.00
	Invoice	Date	Description		Amount
	140405520150930	10/19/2015	.Contract Services - 2 Users@ 130.00 = 260.00		260.00
Check	10/23/2015	256431 Accounts Payable	Lighthouse Counseling Ctr., Inc. EV# 480646		4,800.00
	Invoice	Date	Description		Amount
	2016-00000282	10/19/2015	APPROPRIATION FY 2015-2016		4,800.00
Check	10/23/2015	256432 Accounts Payable	Lighthouse Counseling Ctr., Inc. EV# 480646		60,000.00
	Invoice	Date	Description		Amount
	REQ#2	10/19/2015	TO KEEP PROGRAM OPERATIONAL		60,000.00
Check	10/23/2015	256433 Accounts Payable	M & M Electric EV# 486942		81.83
	Invoice	Date	Description		Amount
	234908	10/19/2015	Repair Annex 3 1st Floor Exhaust Fan		81.83
Check	10/23/2015	256434 Accounts Payable	Manora, Derrick EV# Not Required		480.00
	Invoice	Date	Description		Amount
	2016-00000335	10/19/2015	PTD client counseling,10/1/15-10/14/15,16 hrs		480.00
Check	10/23/2015	256435 Accounts Payable	Marshall Lumber Co. EV# 501976		33.29
	Invoice	Date	Description		Amount
	12256	10/19/2015	YF12256		33.29
Check	10/23/2015	256436 Accounts Payable	Meadows , Leslie		922.50
	Invoice	Date	Description		Amount
	2016-00000331	10/19/2015	PTD client counseling,10/1/15-10/14/15, 41 hrs		922.50
Check	10/23/2015	256437 Accounts Payable	Mental Health America in Montgomery		25.00
	Invoice	Date	Description		Amount
	S REED	10/19/2015	Membership Dues for Judge Steven L. Reed		25.00
Check	10/23/2015	256438 Accounts Payable	Mon-Cre Telephone Coop, Inc. EV# 506606		96.98

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	10/1/15	10/19/2015	TELEPHONE BILL FOR RAMER 10/20/2015		96.98
Check	10/23/2015	256439 Accounts Payable	Montgomery Area Chamber of Commerce EV#421758		5,000.00
	Invoice	Date	Description		Amount
	REQ#6	10/19/2015	LACEY BOYD PARADE		5,000.00
Check	10/23/2015	256440 Accounts Payable	Montgomery Area Council on Aging EV#536505		3,000.00
	Invoice	Date	Description		Amount
	2016-00000313	10/19/2015	MISC APPROPRIATION C- 2016-10 WALKER		3,000.00
Check	10/23/2015	256441 Accounts Payable	Montgomery Area Council on Aging EV#536505		8,125.00
	Invoice	Date	Description		Amount
	2016-00000281	10/19/2015	APPROPRIATION FY 2015-2016		8,125.00
Check	10/23/2015	256442 Accounts Payable	Montgomery Area Family Violence Program, Inc.		7,925.00
	Invoice	Date	Description		Amount
	2016-00000284	10/19/2015	APPROPRIATION FY 2015-2016		7,925.00
Check	10/23/2015	256443 Accounts Payable	Montgomery Area Food Bank EV# 479823		937.50
	Invoice	Date	Description		Amount
	2016-00000280	10/19/2015	APPROPRIATION FY 2015-2016		937.50
Check	10/23/2015	256444 Accounts Payable	Montgomery Community Action Agency EV 542775		8,125.00
	Invoice	Date	Description		Amount
	2016-00000279	10/19/2015	APPROPRIATION FY 2015-2016		8,125.00
Check	10/23/2015	256445 Accounts Payable	Montgomery County Assoc of Volunteer Fire Dept		14,753.91
	Invoice	Date	Description		Amount
	2016-00000321	10/19/2015	ADVALOREM TAXES		14,753.91
Check	10/23/2015	256446 Accounts Payable	Montgomery Drug Co.dba Adams Drugs EV 468942		77.01

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	10/31/15-00177	10/19/2015	pharmaceutical items		77.01
Check	10/23/2015	256447 Accounts Payable	Montgomery Lock & Key EV# 478850		125.00
	Invoice	Date	Description		Amount
	92498	10/19/2015	YF12258		125.00
Check	10/23/2015	256448 Accounts Payable	MSF, Inc. EV# 548310		2,061.01
	Invoice	Date	Description		Amount
	9846	10/19/2015	Security Guard Service for October 2015		581.09
	9845	10/19/2015	Security Guard Service for October 2015		572.50
	9882	10/19/2015	Security Guard Service for October 2015		458.00
	9881	10/19/2015	Security Guard Service for October 2015		449.42
Check	10/23/2015	256449 Accounts Payable	Payfiance a/k/a Tigertranz (EV# -N/A)		210.90
	Invoice	Date	Description		Amount
	151029873	10/19/2015	September 2015 - Invoice# 151029873 - Acct# MCPC0000		210.90
Check	10/23/2015	256450 Accounts Payable	Perfect Touch Jaitorial Services, LLC		2,235.00
	Invoice	Date	Description		Amount
	1099	10/19/2015	Cleaning Service of Detention - Invoice 1099		2,235.00
Check	10/23/2015	256451 Accounts Payable	Petroleum Traders Corporation EV# 53819		11,051.18
	Invoice	Date	Description		Amount
	941511	10/19/2015	ONE LOAD OF FUEL FOR DT		11,051.18
Check	10/23/2015	256452 Accounts Payable	PTS of America, LLC EV# 230624		250.00
	Invoice	Date	Description		Amount
	100922	10/19/2015	Extradition of Prisoners		250.00
Check	10/23/2015	256453 Accounts Payable	Quality Correctional Health EV# 485920		153,639.62
	Invoice	Date	Description		Amount
	2262	10/19/2015	Medical Service for the month of November 2015		153,639.62
Check	10/23/2015	256454 Accounts Payable	Real Estate Appraisers, LLC EV# 507385		2,000.00
	Invoice	Date	Description		Amount

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Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	al01150272001		10/19/2015	Appraisal Services-Terminal Road for Sheriff Maintenance Shop		1,000.00
	al01150272002		10/19/2015	Appraisal Services-Terminal Road for Sheriff Maintenance Shop		1,000.00
Check	10/23/2015	256455 Accounts Payable		Restor, Inc. EV# Not Required		1,250.00
	Invoice		Date	Description		Amount
	2016-00000277		10/19/2015	APPROPRIATION FY 2015-2016		1,250.00
Check	10/23/2015	256456 Accounts Payable		Russell Petroleum Corp.		4,638.64
	Invoice		Date	Description		Amount
	99484		10/19/2015	1 LOAD OF FUEL FOR K-9 FACILITY		4,638.64
Check	10/23/2015	256457 Accounts Payable		Sea Coast Disposal, Inc.		174.40
	Invoice		Date	Description		Amount
	7643		10/19/2015	Sea Coast Coastal, Inc. - Flatwood Community		174.40
Check	10/23/2015	256458 Accounts Payable		Seamon Wrecker Service, Inc.		55.00
	Invoice		Date	Description		Amount
	56072		10/19/2015	TOWING OF MCSO VEH #6361 FROM LAWRENCE TO WAREHOIUSE INV#56072-1		55.00
Check	10/23/2015	256459 Accounts Payable		Sickle Cell Foundation of Montgomery EV#510253		3,937.50
	Invoice		Date	Description		Amount
	2016-00000276		10/19/2015	APPROPRIATION FY 2015-2016		3,937.50
Check	10/23/2015	256460 Accounts Payable		Smith, Dannie EV# Not Required		120.00
	Invoice		Date	Description		Amount
	2016-00000337		10/19/2015	PTD client counseling,10/1/15-10/14/15, 4 hrs		120.00
Check	10/23/2015	256461 Accounts Payable		Southern Pipe & Supply Co., Inc.		41.42
	Invoice		Date	Description		Amount
	9089460-00		10/19/2015	3 and 4 Inch Coupling for Pipes in Jail 1		41.42
Check	10/23/2015	256462 Accounts Payable		Southside Firestone Tire and Auto Center		976.00
	Invoice		Date	Description		Amount
	259489		10/19/2015	Forestry Commission		976.00
Check	10/23/2015	256463 Accounts Payable		Stern Bros., Inc EV#492947		13.76

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 10/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	73668	10/19/2015	Economy Half Strip Stapler UNV-43119		13.76
Check	10/23/2015	256464 Accounts Payable	Successful Living Center		1,000.00
	Invoice	Date	Description		Amount
	2016-00000304	10/19/2015	MISC APPROPRIATION C- 2016-9 HARRIS		1,000.00
Check	10/23/2015	256465 Accounts Payable	Sunsouth EV# 432675		261.68
	Invoice	Date	Description		Amount
	2161334	10/19/2015	Service John Deere Zero Turn		261.68
Check	10/23/2015	256466 Accounts Payable	T W Telecom Holdings, Inc.		1,019.80
	Invoice	Date	Description		Amount
	2016-00000270	10/19/2015	TELECOM 10/10/2015 Inv 08393198		1,019.80
Check	10/23/2015	256467 Accounts Payable	Telecommunications Fund EV# Not Required		36.30
	Invoice	Date	Description		Amount
	ISD526600	10/19/2015	Frame Relay Charges - September 30 2015 Invoice		36.30
Check	10/23/2015	256468 Accounts Payable	The Hartford EV# 73683		5,815.22
	Invoice	Date	Description		Amount
	7331220-9	10/19/2015	Employee Life Insurance for November 2015		5,815.22
Check	10/23/2015	256469 Accounts Payable	The Office Pal		2,089.79
	Invoice	Date	Description		Amount
	0110642-IN	10/19/2015	.Print Cartridge-HP Laser Jet BLK CE505A		1,999.80
	110933-IN	10/19/2015	Backordered item from PO 2015-57584 / Ink for Plotter		52.00
	111224-IN	10/19/2015	HP 61, Black/Tricolor Ink Cartridges (CR259FN) PK OF 2		37.99
Check	10/23/2015	256470 Accounts Payable	ThreatTrack Security, Inc.		1,104.00
	Invoice	Date	Description		Amount
	185942	10/19/2015	VIPRE Antivirus Business Renewal until October 2016		1,104.00
Check	10/23/2015	256471 Accounts Payable	Topco Termite & Pest Control		892.50
	Invoice	Date	Description		Amount

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Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	901		10/19/2015	Monthly Pest Control Service September 2015		136.50
	903		10/19/2015	Pest Control Service for Jail I and Jail II		756.00
Check	10/23/2015	256472 Accounts Payable		Tri-Tech Forensics, Inc. EV# 498359		357.50
	Invoice		Date	Description		Amount
	124039		10/19/2015	3M NOVEC FLUID FOR CRIME SCENE ITEM#15002		357.50
Check	10/23/2015	256473 Accounts Payable		Turner Insurance & Bonding Co.(TIBCO)		1,538.00
	Invoice		Date	Description		Amount
	4880		10/19/2015	State of Alabama Bond for Rev. Comm.		1,538.00
Check	10/23/2015	256474 Accounts Payable		United Improvement Association EV# NOT REQ.		1,171.75
	Invoice		Date	Description		Amount
	2016-00000275		10/19/2015	APPROPRIATION FY 2015-2016		1,171.75
Check	10/23/2015	256475 Accounts Payable		Vocal (Victims of Crime & Leniency) EV#554574		1,250.00
	Invoice		Date	Description		Amount
	2016-00000274		10/19/2015	APPROPRIATION FY 2015-2016		1,250.00
Check	10/23/2015	256476 Accounts Payable		W W Grainger, Inc. EV# 19959		563.98
	Invoice		Date	Description		Amount
	9862374973		10/19/2015	5WFF9 Scale Reducer for Jail 1		69.70
	9858469217		10/19/2015	Water Filter for Pistol Range		437.52
	9867614647		10/19/2015	Invent. Reorder Batch 10/14/2015		56.76
Check	10/23/2015	256477 Accounts Payable		Watch Systems EV N/A-		35.00
	Invoice		Date	Description		Amount
	27750		10/19/2015	COMMUNITY NOTIFICATION FOR MICHAL J NOBLES INV 27750		35.00
Check	10/23/2015	256478 Accounts Payable		Water Works Board (EV# NOT REQ)		40.00
	Invoice		Date	Description		Amount
	2016-00000318		10/19/2015	WATER BILL/15-0118.600		40.00
Check	10/23/2015	256479 Accounts Payable		Xerox Corp. EV# 83117		1,050.05
	Invoice		Date	Description		Amount

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Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/22/2015

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	81708953		10/19/2015	Monthly Copier Rental September 2015		173.19
	81708952		10/19/2015	Inv #081708952 - Copy Machne Rental - Downtown		202.44
	81672250		10/19/2015	Xerox Copy Machine Base Charge Sept 2015		197.08
	81708951		10/19/2015	Xerox Rental Invoice #081708951 09/01-10/06/15		188.29
	81457866		10/19/2015	September Copier Rent		149.72
	81708954		10/19/2015	September 2015 - Invoice# 081708954 - Probate West		139.33
Check	10/23/2015	256480 Accounts Payable		YMCA of Montgomery EV# 472316		28,260.00
	Invoice		Date	Description		Amount
	2016-00000273		10/19/2015	APPROPRIATION FY 2015-2016		28,260.00

DISB Disbursement Fund 719 Totals: Transactions: 126 $655,137.50

Checks: 126 $655,137.50

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11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-23-15

Check Number	To	Check Number
256481		256483
Total Checks Paid		$2,000.00

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Montgomery County Commission

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 10/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	10/23/2015	256481 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000342	10/23/2015	Misc Appropriation NC2016-39 Dean		500.00
Check	10/23/2015	256482 Accounts Payable	Alabama State University EV# 475598		1,000.00
	Invoice	Date	Description		Amount
	2016-00000343	10/23/2015	Misc Appropriation NC2016-39 Harris		1,000.00
Check	10/23/2015	256483 Accounts Payable	Alabama State University EV# 475598		500.00
	Invoice	Date	Description		Amount
	2016-00000344	10/23/2015	Misc Appropriation NC2016-39 Hall		500.00
DISB Disbursement Fund 719 Totals:			Transactions: 3		$2,000.00

Checks:	3	$2,000.00

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