

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

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

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the April 20, 2015
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, April 20, 2015, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The Montgomery County Commission, at its meeting on April 6, 2015, requested that I invite Deputy Director Jeffrey Williams with the Alabama Department of Corrections to the next meeting to discuss how the State and Montgomery County Community Corrections can work together. We have contacted Mr. Williams and he will not be available to attend this meeting, but plans to attend a future meeting.

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

1-1 County Commission Information Session Schedule for April 20, 2015

Waived Rules Items to Consider for April 20, 2015

- 2-1 Consider Budget Change Request Number 2, Sheriff's Office
- 3-1 Consider Acceptance of Request For Proposal Numbers 3, 4 and 5 and Approval of Related Purchase Orders regarding Renovations and Alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office, County Commission
- 4-1 Consider Advanced Disposal Contract Cancellation Notice or a Contract Amendment Changing the Automatic Renewal from Three (3) Years to One (1) Year with Continuation of the Sixty (60) Day Cancellation Notice Prior to the Automatic Renewal Date **(If the Commission takes no action, then the Contract will automatically extend for another three-year period)**, County Commission

- 5-1 Consider Contract with Digital Assurance Certification for SEC Post-Issuance Compliance Services, County Commission
- 6-1 Consider Bid Award for Moving Probate Court, Bid No. 51100-15B-017, County Commission
- 7-1 Consider Bid Award for Paint and Paint Supplies, Bid Number 51901-15B-016, Support Services
- 8-1 Consider 2015 Youth Apprenticeship/Summer Job Program, County Commission

Items to Consider for May 4, 2015 Montgomery County Commission Regular Meeting Agenda

- 9-1 Consider Adoption of Resolution Approving and Authorizing the Execution and Delivery by Montgomery County Commission of a Funding Agreement and the Issuance of a related General Obligation Warrant of the County in connection with the Issuance of Approximately \$27,000,000 in Principal Amount of Limited Obligation Revenue Bonds, Series 2015, by the Montgomery County Public Education Cooperative District to Fund a Portion of the Costs of Various Public School Capital Improvements, and Related Matters, County Commission
- 10-1 Consider Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel, Engineering Department
- 11-1 Consider Purchase and Sale Agreement regarding 1.42 Acres of Land Located on U.S. Highway 331 near Snowdown Park Owned by Christina Howell Pirtle, County Commission
- 12-1 Consider Commencement of Term Agreement with East Montgomery Investment Company regarding Probate/Revenue Commissioner East Office, County Commission
- 13-1 Consider Board Member Appointment to the North Montgomery Volunteer Fire Protection Authority, County Commission
- 14-1 Consider Board Member Reappointment to the Waugh-Mount Meigs Volunteer Fire Protection Authority, County Commission

Personnel Actions

- 15-1 **New Requests:** Copies of Position Fill Requests – Probate Judge’s Office
 - (1) Customer Service Clerk, Position Number 750016041
 - (2) Customer Service Clerk, Position Number 750016036

- 16-1 Consider Additional Step Increase with Promotional Pay Increase for Administrative Assistant to the County Engineer, effective the Next Pay Period Following County Commission Approval, Engineering Department

General Information

- 17-1 Copy of Memorandum from Chief Information and Technology Officer Lou Ialacci regarding Six-Month Review of the City and County Goals/Projects for the Joint Management of Information Technology, Telecommunications and Radio Functions
- 18-1 Copy of Email from Central Alabama Regional Planning and Development Commission regarding 2015 CDBG Programs
- 19-1 Copy of Memorandum regarding Board Member Appointments to the Montgomery City/County Public Library Board
- 20-1 Copy of Letter from the Alabama Department of Revenue regarding Nomination of Persons for Consideration as Members of the County Board of Equalization
- 21-1 Copy of Memorandum regarding Joint Risk Management Committee
- 22-1 Copy of Email from the Montgomery Area Chamber of Commerce regarding Economic Impact and Hotel Utilization concerning the 2014 Buckmasters Expo
- 23-1 Copy of Resolution authorizing County Attorneys to Hire Contract Attorneys, which was drafted and proposed by County Attorney Thomas C. Means
- 24-1 Copy of Letter from Alabama Ethics Commission regarding the Filing of **2014 Statement of Economic Interests Forms Due April 30, 2015**
- 25-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 26-1 Copies of Revenue Reports for March 2015 from Tax and Audit Department
- 27-1 Copy of Population Report for March 2015 for the Mac Sim Butler Detention Facility
- 28-1 Copy of Census and Fiscal Report for March 2015 for Community Corrections
- 29-1 Copies of Detailed Accounts Payables, paid 4/3/15 and 4/10/15; subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
APRIL 20, 2015

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:15 a.m. Mayor Todd Strange and Chief Information and Technology Officer Lou Ialacci – Six-Month Review of the City and County Goals/Projects for the Joint Management of Information Technology, Telecommunications and Radio Functions (**Information Item 17-1**)
- 8:30 a.m. Attorney Clinton Graves with Gilpin Givhan, PC – Presentation regarding Adoption of Resolution Approving and Authorizing the Execution and Delivery by Montgomery County Commission of a Funding Agreement and the Issuance of a related General Obligation Warrant of the County in connection with the Issuance of Approximately \$27,000,000 in Principal Amount of Limited Obligation Revenue Bonds, Series 2015, by the Montgomery County Public Education Cooperative District to Fund a Portion of the Costs of Various Public School Capital Improvements, and Related Matters (**Future Agenda Item 9-1**)
- 8:45 a.m. Chief Probate Clerk William Flowers – Presentation regarding Position Fill Requests for Customer Service Clerk, Position Number 750016041 and Customer Service Clerk, Position Number 750016036 (**Personnel Actions Item 15-1**)
- 9:00 a.m. County Engineer George Speake –Presentation regarding Additional Step Increase with Promotional Pay Increase for Administrative Assistant to the County Engineer (**Personnel Action Item 16-1**) and Update regarding Engineering Operations
- 9:15 a.m. Director Aylia McKee with the Public Defender's Office and Patrick Addison with PH&J Architects, Inc. – Presentation regarding Acceptance of Request For Proposal Numbers 3, 4 and 5 and Approval of Related Purchase Orders regarding Renovations and Alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office (**Waived Rules Item 3-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding 2015 CDBG Programs (**Information Item 18-1**)
- 10:15 a.m. Artistic Director Kitty Seale and Director of Development Brenda Dennis with the Alabama Dance Theatre – Presentation regarding the Program
- 10:30 a.m. Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	4/13/2015
DATE:	4/13/2015		Finance Director	Date
REQUESTED BY:	Derrick Cunningham	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administrative expense	749-52110.499	317,000	100,000	417,000
Fund Balance	749.35900		(100,000)	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		317,000	0	417,000

JUSTIFICATION:

To increase the budget for the Sheriff's fund to cover purchases as needed.



Aylia McKee, Public Defender

OFFICE OF THE PUBLIC DEFENDER

MONTGOMERY COUNTY ALABAMA

April 16, 2015

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Re: Greil Mansion/Public Defender's Office Project

Dear Commissioners:

This letter is a formal request of the Montgomery County Commission to approve Request For Proposal Nos. 3, 4, and 5 to be paid through purchase order by the County Commission, all of which the State of Alabama will reimburse up to \$69,921.39.

I also ask the Commission to include this matter as one of the Waived Rules Items to be considered and add it to the agenda on April 20, 2015. This will help ensure that the project's completion date is not further delayed.

Thank you in advance for your assistance.

Best,

Aylia McKee
Director



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

307 SOUTH MCDONOUGH STREET • MONTGOMERY AL 36104-6080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Poad, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Thursday, April 16, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Descriptions of Three Requested Purchase Orders for the Griel Building Project

PH&J Project # 1208-GVG

Dear Mr. Mims,

As requested, this letter outlines the additional work Aylia McKee with the Montgomery County Public Defenders Office has requested, and the State of Alabama has agreed to reimburse the County for completing at the above-mentioned building.

P.O. #1: Interior Window Blinds and Frosted Film added to Basement Windows

Provide new window blinds for the windows on the first and second floors. In the basement we will be adding a frosted film to the Basement winds that look out into the areaways around the buildings North, South and West exposures.

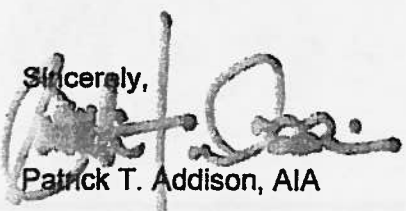
P.O. #2: Security Fencing

Provide new ornamental fencing on site to secure the basement entrance under the front porch. The Alabama Historical Commission, who is responsible for approving any work on the building that effects the look of the building and its historical relevance, has approved the requested fencing.

P.O. #3 Miscellaneous Interior Tenant Requested Improvements

Provide additional improvements to the building, including restrooms and building's plumbing.

Sincerely,


Patrick T. Addison, AIA

Cc: Florence Cauthen, Griff Harris, File

3-2

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 3

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	WINDOW BLINDS		1.000	6,398.00	6,398.00
2	WINDOW FILM IN BASEMENT		1.000	1,040.00	1,040.00
3	10% OVERHEAD		1.000	743.80	743.80
4	5% FEE		1.000	409.09	409.09
					\$8,590.89
					\$0.00
					\$8,590.89

APPROVAL

By: _____

Hoyt Henley, Jr.

Date: 04/16/2015

By: _____

Date: _____

3-3

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 4

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	GATES & FENCE TO MATCH EXISTING FENCE @ BLDG AS PER STEVEN HALL DEMENTION DRAWING; NOT PER SPECS		1.000		11,500.00	11,500.00
2	10% OVERHEAD		1.000		1,150.00	1,150.00
3	5% FEE		1.000		632.50	632.50
						\$13,282.50
						\$0.00
						\$13,282.50

APPROVAL

By: _____

Holley Henley, Jr.

Date: 04/16/2015

By: _____

Date: _____

3-4

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 5

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
			0.000	0.00	0.00
1	PLUMBING		1.000	20,500.00	20,500.00
2	VINYL IN (2) BATHROOMS		1.000	1,000.00	1,000.00
3	DEMO WITH DUMPSTERS		1.000	4,000.00	4,000.00
4	PROTECTION		1.000	750.00	750.00
5	CLEAN BUILDING FOR CONSTRUCTION		1.000	1,400.00	1,400.00
6	PAINT BATHROOMS		1.000	4,000.00	4,000.00
7	TRIM BASE IN RESTROOMS		1.000	700.00	700.00
8	REMOVE & REINSTALL NEW GRAB BARS		1.000	350.00	350.00
9	INSTALL FRAMED MIRRORS 18"X30" (7) BATHROOMS		1.000	1,540.00	1,540.00
10	DRYWALL PATCHING		1.000	1,000.00	1,000.00
11	INSTALL CABINETS IN RESTROOMS 4 EA. REGULAR BASE CABINETS PLASTIC TOPS W/ 4" BACK SPLASH 2 EA. ADA CABINETS TOPS W/ 4" BACKSPLASH		1.000	4,660.00	4,660.00
12	ADD 2 OAK THRESHOLD		1.000	400.00	400.00
13	FIX 2 EXHAUST FAN MOTORS		1.000	300.00	300.00
14	REPLACE FLOOR VENTS		1.000	1,000.00	1,000.00
15	10% OVERHEAD		1.000	4,160.00	4,160.00
16	5% PROFIT		1.000	2,288.00	2,288.00

APPROVAL

By: 

Hoyt Henley, Jr.

By: _____

Date: 04/16/2015

Date: _____

3-5

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal

REQUEST FOR PROPOSAL

NO. 5

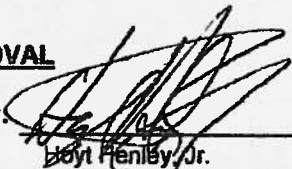
PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/16/2015

TO: Attn: Griff Harris
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
17	REQUEST FOR AN EXTENSION OF THIRTY (30) DAYS TO BE ADDED TO CONTRACT TIME UPON APPROVAL OF THE CHANGE ORDER		0.000	0.00	0.00
					\$48,048.00
					\$0.00
					\$48,048.00

APPROVAL

By: 

Hoyt Henley Jr.

Date: 04/16/2015

By: _____

Date: _____

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

February 25, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Advanced Disposal Contract

The County Commission has a contract with Advanced Disposal Services Alabama, LLC, concerning residential solid waste collection and disposal services. The contract has an automatic renewal provision for successive three (3) year terms unless cancelled by the Montgomery County Commission or Advanced Disposal Services Alabama, LLC, upon written notice by certified mail, given sixty (60) days before the expiration of such initial or renewal term.

The next automatic renewal date is June 30, 2015 and if the Commission is to again consider bidding out these services, notice must be given no later than April 30, 2015. Although the contract can be cancelled with a sixty (60) day written notice, it will take longer to prepare the bid and have a Public Hearing concerning this residential solid waste collection and disposal service.

DLM/tm

Donald Mims

From: Billy Porter [Billy.Porter@advanceddisposal.com]
Sent: Wednesday, April 01, 2015 7:45 AM
To: Donald Mims
Cc: Jaime Neighbors; Gentry Shows
Subject: RE: Letters from Customers regarding Advanced Disposal Service

Donnie,

This email is in response to the meeting we had last week. There were some questions brought up that I promised I would respond to.

1. The customer at 2945 Carter lane. If she will call in and pay the next quarter up front, \$52.41, we will re-instate her service.
2. SSI exemptions. There is no mention of this in the current contract. If the county would like to , we would be willing to sit down and discuss the possible number we could accommodate.
3. Possible 1 year renewal versus the 3 year stated in the contract. Advanced would really prefer to stick with the 3 year renewal. We believe this would be beneficial to both the county and Advanced Disposal. This would pretty much lock in the rate for the next 3 years and also alleviate any disruption of service that usually comes with a change of vendors. If the county is dead set on just a 1 year renewal, Advanced will be glad to discuss this further.

If you have any further questions or concerns, please give me a call @ 334-513-7868 or 601-490-0921. Thanks

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Thursday, March 19, 2015 11:53 AM
To: Billy Porter
Cc: Florence Cauthen
Subject: Letters from Customers regarding Advanced Disposal Service

Billy,

As discussed today, attached are two documents from customers concerning the service they received from Advanced Disposal.

Please review and call me at 850-9131 when you have a chance to discuss them.

Thank you for your help.

Donnie

Donald L. Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Office: (334) 832-1210
Fax: (334) 832-2533
www.mc-ala.org

During the years that Advanced Disposal picked up our trash we always paid our bill on time. Every quarterly billing they usually would miss at least two weeks. One quarter they missed 5 weeks. They continued to miss weeks although we would call and tell them our trash had not been picked up. Finally we deducted \$6.72 one quarter and \$3.36 the next quarter. The last quarter we paid was May-June-July 2014. They picked up the first week in July. When we called to tell them our trash had not been picked up the second week in July we were told that our service had been cancelled and that we did not have the right to deduct the weeks that they didn't pick up.

2015 FEB 25 AM 11:19

NOISES
CARTER LANE

Carl and Linda Streit
2945 Carter Lane
Montgomery, Al. 36105
334-303-6741

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

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

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *FMC*

SUBJECT: DAC Contract

Bond counsel and underwriters recommend that the County Commission engage Digital Assurance Certification, LLC to provide SEC post-issuance compliance services. The SEC has increased its scrutiny of continuing disclosure requirements, and DAC's services will ensure timely and accurate compliance by the county. DAC charges a \$2,500 set-up fee for existing undertakings and a new bond issue and an annual filing/storage fee of \$2,500.

I request that Commission waive rules and approve the attached contract.



SEC POST-ISSUANCE COMPLIANCE SERVICES PRICING AGREEMENT MONTGOMERY COUNTY, ALABAMA

Montgomery County, Alabama (the "County") has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12, and hereby engages DAC to compile and maintain undertaking requirements, provide notice of and file rating changes, offer ongoing training, file and disseminate information provided to DAC in connection with its bond issues, and assist in developing policies and procedures for secondary municipal market securities requirements. The County may apply the DAC Bond™ logo to future bond issues alerting regulatory bodies, rating agencies, broker-dealers and investors of ongoing information filings to the DAC system upon the execution of the Continuing Disclosure Agreement by both parties. DAC will provide the following services in its role as Disclosure Dissemination Agent for all bond issues listed in the attached Exhibit A. The County is responsible for notifying DAC of any changes to CUSIP numbers, including but not limited to, new CUSIPs assigned to existing bonds due to a remarketing or refunding.

DAC will:

1. Assist in the collection of all relevant data required under the County's current and/or future SEC Rule 15c2-12 obligations.
2. Review the historical information on file at EMMA and update or create filings as instructed by the issuer representative.
3. Provide templates in Excel format for completion of all operating data as required by each Continuing Disclosure Agreement (or the "Continuing Disclosure" summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) to meet EMMA formatting and identification requirements for all filings effective July 1, 2009.
4. Establish an automated tickler system with reporting due dates as required in each Continuing Disclosure Agreement (or the "Continuing Disclosure" summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) and linked to the Excel template prepared as stated above.
5. Provide notification for rating agencies' actions affecting any outstanding bonds.
6. Disseminate and provide receipt of all filings of ongoing financial information, material event notices, irrevocable failure to file notices, press releases, management discussions, and supplemental information to EMMA.
7. Offer a minimum of 12 hours of continuing education annually as approved by the National Boards of Accountancy (NASBA)
8. Assist in developing written SEC policies and procedures.

For the services outlined above, DAC charges a one-time \$2,500 set-up fee for each new issue, including direct bank loans and private placements, and a \$1,000 set-up fee for each remarketing issue, \$1,000 set-up fee for each existing issue and a \$2,500 annual filing fee. The total fees due, are:

Set-up fee of existing undertakings + new bond issue	\$2,500*
Ongoing annual filing/storage fee	<u>2,500</u>
Due Upon Execution	<u>\$5,000</u>

The services and this contract in its entirety described herein will be exclusively performed in Florida. DAC will bill for its services at the time of initial set-up on the DAC system, prior to releasing information to investors. All bond calls, defeasance notices or other material event notices will be disseminated by DAC at a cost of \$250.00 each, billed annually. This agreement may be cancelled by either party with thirty (30) day written notice.

*Discounted



By:

Paula Stuart

CEO

Digital Assurance Certification

Dated: April 15, 2015

By:

Name:

Title:

Montgomery County, Alabama

Agreed to and effective on this date:

Any assistance services provided by DAC are not intended to be "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and you acknowledge that DAC shall not be acting as a "municipal advisor" with respect to your "municipal financial products" or the "issuance of municipal securities" (as such terms are defined in the Act).

DAC will make the System available to the County subject to the Terms of Use posted on the System. The County acknowledges and agrees that the Terms of Use form a part of this Agreement and agrees to comply with the Terms of Use in its use of the System. The County understands that to use the System, each of the County's registered users must acknowledge acceptance of the Terms of Use on the County's behalf, and the County represents that its users are authorized to accept the Terms of Use on the Corporation's behalf. The County may not use the System with respect to any bond issues of any third party or for any bonds issued by the County other than the Bonds.

The DAC System is protected by one or more pending and/or issued patent applications, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. The County agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants the County a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to the County by DAC and will make any further use of the System an infringement of DAC's intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.



Exhibit A

DAC will provide disclosure dissemination services with respect to the following bond issues:

	Bond Issue	CUSIP
1	Series 2015	TBD
2	Series 2015 PBA Revenue Refunding Warrants	613209DD4
3	Series 2014 PBA Revenue Refunding Warrants	613209CK9
4	Series 2012 PBA Revenue Refunding Warrants	613209BQ7
5	Series 2010-A G.O. Refunding Warrants	613205KE2
6	Series 2007 G.O. Warrants (XLCA)	613205JQ7
7	Series 2006 PBA Revenue Warrants (MBIA)	613209BB0
8	Series 2006 Limited Obligation School Warrants (AMBAC) (called)	613217BP2
9	Series 2002 G.O. Warrants (AMBAC) (called)	613205HQ9

Please let us know if the above referenced list of eligible bond issues is accurate, making note of any additions or deletions needed to accurately reflect the municipal securities covered under this agreement.

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *mts*
Date: April 15, 2015
Re: Invitation to Bid No. 51100-15B-017
Move Probate Court

Request that rules be waived to approve award on the above referenced Invitation to Bid to the lowest bidder, Coleman America, in the amount of \$4,580.00. (Copy of spreadsheet attached.)

Your help with this matter is appreciated.

Purchasing Department

ABSTRACT FOR BIDS: 13 BIDS MAILED													
INVITATION TO BID NO: 51100-15B-017													
DATE ISSUED: 04/3/2015													
DATE OPENED: 04/15/2015													
REQUESTING DEPARTMENT: Probate Court													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID #1		BID #2		BID #3		BID #4		BID #5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Items will be moved from Probate Court Office located at Annex I, 100 S. Lawrence Street, Montgomery, AL to Probate Court located at Annex III, 101 South Lawrence Street, Montgomery, AL		1										
					\$ 1,860.00		\$4,509.00		\$4,500.00		\$3,200.00		\$4,032.50
2	Move remaining items from Probate Court Office located at Annex I, 100 S. Lawrence Street, Montgomery, AL to Montgomery County Juvenile Detention Center, 1111 Air Base Blvd. Montgomery, AL		1										
					\$ 2,720.00		\$4,509.00		\$3,000.00		\$4,500.00		\$4,032.50
					\$ 4,580.00		\$9,018.00		\$7,500.00		\$7,700.00		\$8,065.00

Notes:

PRE-BID MEETING ON APRIL 8, 2014- 9 VENDORS ATTENDED

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *ms*
Date: April 13, 2015
Re: Invitation to Bid No. 51901-15B-016
Paint and Paint Supplies

Request that rules be waived to approve award on the above referenced Invitation to Bid to the only qualified bidder, Denson's Paint & Floor Covering, in the amount of \$47,450.25. The only other bidders, C. W. Smith Decorating Company, LLC and PPG Industrial, were disqualified because they did not attach a bid bond to the Invitation to Bid as required in the bid specifications. (Copy of spreadsheet attached.)

The low bid for the previous paint and paint supplies award was \$49,214.50.

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price increase may be allowed after the first year, but shall not exceed 5% per year.

Coordination of award made with Pat Litchfield, Plant Maintenance Engineer.

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 51901-15B-016

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of May, 2015, between Denson's Paint & Floor Covering of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Denson's Paint & Floor Covering agrees to furnish Montgomery County Commission Paint and Paint Supplies in accordance with all provisions of Invitation to Bid No. 51901-15B-016, as issued by the Montgomery County Commission on March 30, 2015 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Denson's Paint & Floor Covering and Montgomery County Commission agree as follows:

- 1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.**
- 2. That the Contract will begin on May 1, 2015 and will end April 30, 2016, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract.**
- 3. That Montgomery County Commission and Denson's Paint & Floor Covering may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.**
- 4. That Denson's Paint & Floor Covering shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.**
- 5. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the meditation at any time after the session, but the decision to terminate must be delivered in person to the other party and the**

mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Denson's Paint & Floor Covering.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of May 2015.

WITNESS:

DENSON'S PAINT & FLOOR COVERING

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 51901-15B-016															
DATE ISSUED: March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
1	Paint: Interior Water Based Catalyzed Gloss Epoxy:	ea.	25	\$111.00	\$ 2,775.00	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36109 keith.davis@ppg.com NO BID BOND DISQUALIFIED		23 Bids Mailed	
	Sherwin Williams B70W211 Glidden 4418-XXXX														
	Benjamin Moore Super Spec 256														
	5 Gallon Pails or Approved Equal														
2	Paint Interior Water Based Epoxy	ea.	25	\$22.00	\$ 550.00										
	Gloss Hardener 1 Gallon Sherwin Williams B60V15														
	Glidden 4418-9999 Benjamin Moore 256-84														
	or Approved Equal														
3	Paint Interior Water Based Catalyzed Semi-Gloss Epoxy Sherwin Williams B70W211	ea.	25	\$111.00	\$ 2,775.00										
	Glidden 4418- XXXX Benjamin Moore Super Spec														
	256 5 Gallon Pails or Approved Equal														
4	Paint Interior: Water Based Catalyzed	ea.	25	\$22.00	\$ 550.00										
	Semi-Gloss Epoxy Hardener 1 Gallon Sherwin														
	Williams B60V25 Glidden 4418-9999														
	Benjamin Moore 256-86 or Approved Equal														

Notes:

7-4

Purchasing Department

[illegible]

Notes:

7-5

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 51901-15B-016															
DATE ISSUED: March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
10	Paint: Interior Alkyd Semi-Gloss Sherwin Williams B34W251 Glidden Ultra Hide 150 1516-XXXX Benjamin Moore Satin Impervo C235 5 Gallon Pails or Approved Equal	ea.	25	\$124.50	\$ 3,112.50	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36109 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
11	Paint Interior Flat Latex Sherwin Williams B30W451 Glidden Pro Master 1271-XXXX Benjamin Moore Super Spec 275 or Approved Equal	ea.	25	\$38.50	\$ 962.50										
12	Paint Interior Alkyd Eggshell Sherwin Williams B33W251 Glidden Ultra Hide 150 1516-XXXX Benjamin Moore Dulamel C305 5 gallon Pails or Approved Equal	ea.	25	\$124.50	\$ 3,112.50										
13	Paint Industrial Enamel Sherwin Williams B33W251 Glidden Dev Guard 4308-XXXX Benjamin Moore Impervo C133 5 Gallons Pails or Approved Equal	ea.	25	\$116.75	\$ 2,918.75										

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 51901-15B-018															
DATE ISSUED: March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
14	Paint: Industrial Latex Eggshell Sherwin Williams B20W4451Glidden Pro Master	ea.	25	\$47.50	\$ 1,187.50	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36108 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
	1473-XXXX Benjamin Moore Super Hide														
	C286 5 Gallons Pails or Approved Equal														
15	Paint: Exterior Latex Satin Sherwin Williams A82W51 Glidden Ultra Hide 150	ea.	25	\$79.00	\$ 1,975.00										
	2412-XXXX Benjamin Moore Super Spec														
	N185 or 184 5 Gallon Pails or Approved Equal														
16	Paint: Exterior Latex Gloss Sherwin Williams A82W51 Glidden Ultra Hide 150	ea.	25	\$82.40	\$ 2,060.00										
	3038-XXXX Benjamin Moore Super Spec N185 or 184 5 Gallons or Approved Equal														
17	Paint: Urethane Alkyd Floor Enamel Harbor Gray Sherwin Williams B54W151	ea.	25	\$110.00	\$ 2,750.00										
	Glidden 3118-XXXX Benjamin Moore Super Spec														
	Urethane Alkyd M22 5 Gallons or Approved Equal														
				</											

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-15B-016					Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36108 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
DATE ISSUED: March 12, 2015														
DATE OPENED: March 31, 2015														
REQUESTING DEPARTMENT: Support Services - Maintenance														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT			UNIT PRICE	EXTENDED AMOUNT			UNIT PRICE	EXTENDED AMOUNT	
18	Wooster 4" Nylon Polyester Brush G4143	ea.	25	\$18.50	\$ 462.50									
	Glidden 71190 or Approved Equal													
19	3" Nylon/Poly Contractor Brush Sherwin Williams 171-3985 Glidden 95776 or Approved Equal	ea.	25	\$13.30	\$ 332.50									
20	9" x 1/2 Polyester Roller Cover Sherwin Williams 173-4300 Glidden 70650 or Approved Equal	ea.	25	\$1.30	\$ 32.50									
21	9" x 3/4 Polyester Roller Cover Sherwin Williams 173-4318 Glidden 70651 or Approved Equal	ea.	25	\$1.45	\$ 36.25									
22	9" x 3/16 Woven Roller Cover Sherwin Williams 173-1768 Glidden 43752 or Approved Equal	ea.	25	\$1.25	\$ 31.25									
23	Bucket Grids 5 gallon Sherwin Williams 180-1281 Glidden 62524 or Approved Equal	ea.	25	\$1.75	\$ 43.75									
24	Paint Thinner 1 Gallon Containers Sherwin Williams 594-0333 Glidden 36060 or Approved Equal	ea.	25	\$8.50	\$ 212.50									
25	Purdy Brush: 3" White Bristle Sherwin Williams 422-0539 Glidden 71224 or Approved Equal	ea.	25	\$12.00	\$ 300.00									

Notes:

7-8

[illegible]

7-9

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 51901-15B-016															
DATE ISSUED: March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
33	Styeeza Paint Remover 1 Gallon Cans Sherwin Williams 152-7720 Glidden 61600 or Approved Equal	ea.	25	\$26.45	\$ 661.25	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36108 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36109 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36108 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
34	9 x 12 Drop Cloths Heavy Weight with Rubber Backs Sherwin Williams 966-3451 Glidden 70459 or Approved Equal	ea.	25	\$20.50	\$ 512.50										
35	Rust Preventive Gloss White Spray Paint Interior/Exterior Glidden 71813 or Approved Equal	ea.	25	\$2.75	\$ 68.75										
36	Oops: 1 Gallon Cans Sherwin Williams 573-0163 Glidden 63868 or Approved Equal	ea.	25	\$26.59	\$ 664.75										
37	Joint Compound: 5 Gallon Pails Sherwin Williams 154-0479 Glidden 60223 or Approved Equal	ea.	25	\$18.98	\$ 474.50										
38	Romans Heavy Duty Clear Adhesives 1 Gallon Cans Sherwin Williams 153-3900 Glidden 58484 or Approved Equal	ea.	25	\$39.00	\$ 975.00										
39	Cove Base Adhesive 1 Gallon Cans or Approved Equal	ea.	25	\$14.50	\$ 362.50										

Notes:

7-10

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 51901-15B-016															
DATE ISSUED: March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
40	Polyurethane Varnish 1 Gallon Cans Sherwin Williams	ea.	25	\$29.00	\$ 725.00	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36108 NO BID		PPG Industrial (Glidden) 38 Hunter Lane Montgomery, AL 36108 keith.davis@ppg.com NO BID BOND DISQUALIFIED			
	102-1153 Glidden 1902 or 1908 Benjamin Moore														
	Ben Wood 428 or Approved Equal														
41	Min Wax Stain 1 Gallon Cans Sherwin Williams	ea.	25	\$27.50	\$ 687.50										
	A48-200 Glidden 1700-XXX Benjamin Moore														
	Ben Wood 234 or Approved Equal														
42	Shrink Free Spackling Interior/ Exterior 1 Gallon Cans	ea.	25	\$12.95	\$ 323.75										
	Sherwin Williams 957-7057 Glidden 61623 or Approved Equal														
43	Simple Green Surface Prep 1 Gallon Cans Sherwin Williams	ea.	25	\$16.95	\$ 423.75										
	Williams 957-7057 Glidden 61623 or Approved Equal														
44	Chemical Resistance Stripping Gloves Sherwin Williams	ea.	25	\$4.45	\$ 111.25										
	Williams 161-7612 Glidden 46314 or Approved Equal														
45	White Lightning Glazing in a Tube Sherwin Williams	ea.	25	\$3.85	\$ 96.25										
	158-6041 Glidden 46314 or Approved Equal														
46	Silver-Brite Aluminum Paint Sherwin Williams	ea.	25	\$34.95	\$ 873.75										
	B59S00011 Glidden 4308-8020 or Approved Equal														

Notes:

7-11

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 51901-15B-016															
DATE ISSUED: March 12, 2015															
DATE OPENED: March 31, 2015															
REQUESTING DEPARTMENT: Support Services - Maintenance															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
47	Kem Bond HS High Solids Alkyd Universal Metal Primer Red Oxide 5 Gallon Cans Sherwin Williams B50NZ0003 Glidden Dev Guard 4380 Benjamin Moore Super Spec Z07 or Approved Equal	ea.	25	\$105.50	\$ 2,637.50	Denson's Paint & Flooring Coverings 4453 Atlanta Highway Montgomery, AL 36109 densonspaint@yahoo.com		C.W. Smith Decorating Company, LLC 1313 Highway 31 North Prattville, AL 36067 ben@cwsmithdecorating.com NO BID BOND - DISQUALIFIED		John Lee Paint Company 34 Coliseum Blvd. Montgomery, AL 36109 NO BID					
48	DTM Acrylic Coating Gloss Deep Base 5 Gallon Cans Sherwin Williams B66W00113 Glidden 4208-0400 Benjamin Moore Super Spec DTM29/M29 or Approved Equal	ea.	25	\$101.50	\$ 2,537.50										
49	Ultra Crete Fine Texture Coating Sherwin Williams A44-W00801 Glidden 3230-4330 or Approved Equal	ea.	25	\$17.00	\$ 425.00										
50	Reducer-Lacquer Thinner K120 5 Gallon Cans Sherwin Williams 154-2315 Glidden 36036 or Approved Equal	ea.	25	\$49.25	\$ 1,231.25										
51	Reducer-Lacquer Thinner K119 5 Gallon Cans Sherwin Williams 154-2315 Glidden 36036 or Approved Equal	ea.	25	\$49.25	\$ 1,231.25										



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

April 14, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Student Apprentice Program

During the April 6, 2015 work session, we discussed the Student Apprentice Program for 2015/2016 and I was asked to get the costs of hiring 30 students working 25 hrs. per week for the summer program.

I have spoken with Finance Director Sherrill Thomas and she said that the cost per student would be \$1,969 for a total cost of \$59,070 for all 30 students to work June 2, - August 7, 2015.

As with last year, our goal for this fall is to retain as many of the students as the budget will allow, so that they can transition into the Fall/Spring School-to-Work Program.

Please let me know if you have any questions.

CAPELL & HOWARD P.C.
ATTORNEYS AT LAW

MONTGOMERY • OPELIKA / AUBURN

J. Scott Pierce

(334) 241-8084 Direct

(334) 241-8284 Fax

jsp@chlaw.com

April 14, 2015

VIA HAND DELIVERY

Donnie Mims
County Administrator
101 South Lawrence Street
Montgomery, AL 36104

Re: The Montgomery County Public Education Cooperative District

Dear Mr. Mims:

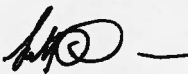
In connection with the bonds proposed to be issued by The Montgomery County Public Education Cooperative District to provide funds for capital improvements at the Montgomery County Board of Education's projects at the Montgomery Mall and Park Crossing sites, please find a proposed resolution for consideration by the County Commission.

The resolution authorizes the County's participation in the proposed financing and specifically authorizes the execution and delivery of a funding agreement and the issuance of a general obligation warrant of the County, and approves the County-related information included in the offering documents prepared with respect to the proposed bond issue.

Please accept the resolution for placement on the agenda for the Commission's meeting on April 20, 2015. We would like to have a first reading of the resolution at this meeting and then come back to the subsequent meeting of the Commission for final approval.

Please let me know if you have any questions or would like to discuss.

Sincerely yours,


Scott Pierce

JSP/alg

cc: Mayor Todd Strange
Kim Fehl, City Attorney

9-1

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY BY MONTGOMERY COUNTY OF A FUNDING AGREEMENT AND THE ISSUANCE OF A RELATED GENERAL OBLIGATION WARRANT OF THE COUNTY IN CONNECTION WITH THE ISSUANCE OF APPROXIMATELY \$27,000,000 IN PRINCIPAL AMOUNT OF LIMITED OBLIGATION REVENUE BONDS, SERIES 2015, BY THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT TO FUND A PORTION OF THE COSTS OF VARIOUS PUBLIC SCHOOL CAPITAL IMPROVEMENTS, AND RELATED MATTERS

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), as follows:

Section 1. The Commission has ascertained and does hereby find, declare and determine as follows:

(a) Pursuant to that certain Project Funding and Cooperation Agreement (the "Project Agreement") dated February 17, 2015, by and among the Board of Education of Montgomery County, the City of Montgomery (the "City"), and the County, the parties thereto have agreed to undertake the financing and acquisition, construction, and renovation of public school facilities described therein (the "2015 Projects") and located within the municipal limits of the City of Montgomery.

(b) The Montgomery County Public Education Cooperative District (the "District") was created to facilitate the financing of public school facilities and, pursuant to that certain First Amendment to the Certificate of Incorporation of The Montgomery County Public Education Cooperative District dated February 16, 2015, recorded in the Office of the Judge of Probate of Montgomery County in Corporate Book 333 at Page 195 on February 18, 2015, the 2015 Projects were specifically identified as a "projects" of the District within the meaning of Chapter 99B of Title 11 of the Alabama Code 1975, the statute under which the District was incorporated.

(c) In order to fulfill the identified purpose of the District and the intent of its members, the District intends to issue its Limited Obligation Revenue Bonds, Series 2015 (the "Bonds") in a principal amount not to exceed \$27,000,000 to provide financing for the 2015 Projects.

(d) The District has determined that Stifel, Nicolaus & Company, Inc., Montgomery, Alabama and First Tuskegee Capital Markets, Montgomery, Alabama, shall be the underwriters (the "Underwriters") for the issuance of the Bonds, and has authorized the preparation of an Official Statement with respect to the Bonds (as attached hereto as Exhibit A, the "Official Statement") that includes information relating to and provided by the County (herein, "Appendices A and B").

(e) In order to fulfill the obligation of the County to deliver the County Contribution and to deliver the County Obligations (as those terms are defined in the Project Agreement) and to provide security for the repayment of the Bonds, the Commission finds that it is necessary, desirable, and in the public interest for the County to approve and authorize the execution and delivery of a funding agreement (as attached hereto as part of Exhibit B, the "County Funding Agreement") and the issuance of a general obligation warrant in the principal amount of the County Contribution (as attached hereto as part of Exhibit B, the "County Warrant").

(f) The Commission, for and on behalf of the County, also finds and determines that disclosures relating to the County in the form attached as Appendices A and B to the Official Statement are necessary and required and does also hereby find and determine that the disclosure relating to the County under the heading "THE COUNTY" and in Appendices A and B relating to the County, as stated

in the Official Statement, are true and correct and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The County further finds that in order for the Bonds to be issued and sold to the Underwriters the County is required to enter a continuing disclosure undertaking pursuant to which the County is required to provide annually within a specified time period annual financial information and notices regarding certain material events, all as set forth in the Continuing Disclosure Agreement attached hereto as Exhibit "C" attached hereto and as required by Rule 15c2-12 of the Securities Exchange act of 1934, as amended ("Disclosure Agreement").

Section 2. The Commission hereby approves the terms of the County Funding Agreement and authorizes the execution and delivery thereof upon the date of issuance of the Bonds.

Section 3. Pursuant to the applicable provisions of the laws of the State of Alabama, including particularly Chapter 28 of Title 11 of the Code of Alabama 1975, as amended, the Commission hereby authorizes to be issued the County Warrant upon the terms stated therein.

Section 4. The obligations of the County to make the payments required under the County Funding Agreement and the County Warrant shall constitute general obligations of the County for which the full faith, credit, and taxing power of the County are hereby irrevocably pledged and shall be absolute and unconditional under any and all circumstances and in no way conditioned or contingent upon any attempt to collect any of such amounts from the District or any other person or to realize upon any property subject to the trust indenture relating to the Bonds delivered by the District or upon any other direct or indirect security for the Bonds or resort to any other remedies.

Section 5. The County Funding Agreement and County Warrant shall be manually executed for and on behalf of the County by the Chairman of the Commission and attested by the signature of the County Administrator, and the corporate seal of the County shall be affixed to each document. The County Warrant shall be registered by the County Administrator as a claim against the County. The Registration Certificate thereon shall be executed by the manual signature of the County Administrator. The Chairman of the Commission and the County Administrator are hereby authorized and directed to so execute and register the County Warrant as provided above.

Section 6. The County information contained under the heading "THE COUNTY" in the Official Statement and the preparation and circulation of the Appendices A and B attached to the Official Statement, as presented hereto, are hereby "deemed final" by the County for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Each of the Chairman of the Commission and the County Administrator is authorized and empowered to confer with the Underwriter in preparation of a final Official Statement containing the material information relating to the County and the Funding Agreement including, but not limited to, information on the County Warrant, information on the 2015 Projects, and on any other matter, and each of the Chairman or County Administrator is hereby further authorized, empowered and directed to certify to the Underwriter a "deemed final" Official Statement. Furthermore, each of the Chairman of the Commission and the County Administrator is hereby authorized and empowered, for and on behalf of the County, to execute and deliver in connection with the issuance of the Bonds by the District, the Disclosure Agreement, and such other certificates, agreements, consents, approvals, and authorizations necessary or required in order for the County to perform its obligations under the documents approved hereunder or under the Project Agreement and which are necessary or required in connection with the issuance of the Bonds by the District.

Section 7. This resolution shall take effect immediately upon its adoption.

ADOPTED this _____ day of _____, 2015.

9-3

By: Elton N. Dean, Chairman.
Montgomery County Commission

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

EXHIBIT A

**PRELIMINARY OFFICIAL STATEMENT
DATED AS OF APRIL __, 2015**

NEW ISSUE-BOOK-ENTRY ONLY

Ratings: S&P AA

In the opinion of Bond Counsel, Capell & Howard, P.C., under the laws in effect as of the date of issuance of the Series 2015 Bonds and assuming compliance with certain covenants set forth in the Trust Indenture, interest on the Series 2015 Bonds is (i) excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder for federal income tax purposes, subject to the applicable qualifications contained in the caption "TAX EXEMPTION" herein, and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; such interest, however, is includable in adjusted current earnings in computing the federal alternative minimum tax imposed on certain corporations. Bond Counsel is of the further opinion that, under the laws in effect as of the date of original issuance of the Series 2015 Bonds, interest on the Series 2015 Bonds will be exempt from State of Alabama income taxation. See "TAX EXEMPTION" and "APPENDIX F - Proposed Opinions of Bond Counsel."

**THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT
*\$24,655,000 LIMITED OBLIGATION REVENUE BONDS, SERIES 2015 (Public Schools Projects)**

Dated: Date of Initial Delivery

Due: April 1, as shown below

The Series 2015 Bonds are limited obligations of The Montgomery County Public Education Cooperative District ("District") payable solely out of revenues received by the District under its respective Funding Agreements with the City of Montgomery, Alabama ("City") and Montgomery County, Alabama ("County"). See "SECURITY AND SOURCE OF PAYMENT" herein.

The Series 2015 Bonds bear interest payable semi-annually on each April 1 and October 1 of each year, commencing with the first payment on October 1, 2015. Each series of the Series 2015 Bonds mature on April 1 in the years and principal amounts, and bear interest at the per annum rates, set forth on the inside front cover.

The Series 2015 Bonds will be issued as fully registered bonds without coupons in denominations of \$5,000 and any integral multiple thereof pursuant to a book-entry only system to be administered by The Depository Trust Company, New York, New York, or any successor or assign thereof or substitute therefor as such securities depository (the "Securities Depository") and, when issued, will be registered in the name of and held by Cede & Co., as nominee of the Securities Depository. During the period in which the book-entry only system is in effect for the Series 2015 Bonds, purchases and transfers of ownership of beneficial interests in the Series 2015 Bonds will be evidenced by book-entry only and purchasers of beneficial interest in the Series 2015 Bonds will not receive physical delivery of the certificates representing their interests in the Series 2015 Bonds. All payments of principal of, premium (if any) and interest on the Series 2015 Bonds will be made by Regions Bank, as trustee, to the Securities Depository so long as the Securities Depository or its nominee is the registered owner of the Series 2015 Bonds. The final disbursements to the Beneficial Owners of the Series 2015 Bonds will be the responsibility of the Direct Participants (and, where appropriate, by the Indirect Participants), all as more particularly provided in the Indenture and described herein under the caption "THE SERIES 2015 BONDS - Book-Entry Only System".

FOR MATURITIES, AMOUNTS, INTEREST RATES, PRICES, & CUSIP NUMBERS OF THE SERIES 2015 BONDS, SEE INSIDE COVER.

The Series 2015 Bonds are subject to optional redemption prior to their respective maturities as set forth herein. See "THE SERIES 2015 BONDS - Redemption" herein.

The Series 2015 Bonds are offered when, as and if issued and received by the Underwriters, subject to prior sale, to withdrawal and modification of the offer without notice and subject to the approval of legality of the Series 2015 Bonds by Capell & Howard, P.C., Montgomery, Alabama, Bond Counsel. Certain legal matters will be passed upon by the District by its counsel, Gilpin & Givhan, PC. Certain legal matters will be passed on by the Underwriters by its Counsel, Rushton, Stakeley, Johnston & Garrett, P.A., Montgomery, Alabama. It is expected that the Series 2015 Bonds in definitive form will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about May __, 2015.

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

STIFEL

FIRST TUSKEGEE CAPITAL MARKETS

*Preliminary, Subject to change.

9-6

THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT
***\$24,655,000 LIMITED OBLIGATION REVENUE BONDS, SERIES 2015**
(Public Schools Projects)

Dated: Date of Initial Delivery

Due: April 1, as shown below

***MATURITIES, AMOUNTS, RATES, YIELDS AND CUSIPS**

<u>Maturity Date</u>	<u>Series 2015 Principal</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP⁽¹⁾</u>	<u>Maturity Date</u>	<u>Series 2015 Principal</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP⁽¹⁾</u>
4/1/2016	\$755,000				4/1/2029	945,000			
4/1/2017	\$645,000				4/1/2030	990,000			
4/1/2018	\$655,000				4/1/2031	1,040,000			
4/1/2019	\$670,000				4/1/2032	1,095,000			
4/1/2020	\$685,000				4/1/2033	1,150,000			
4/1/2021	\$695,000				4/1/2034	1,205,000			
4/1/2022	\$710,000				4/1/2035	1,265,000			
4/1/2023	\$725,000				4/1/2036	1,330,000			
4/1/2024	\$740,000				4/1/2037	1,395,000			
4/1/2025	\$780,000				4/1/2038	1,465,000			
4/1/2026	\$815,000				4/1/2039	1,535,000			
4/1/2027	\$855,000				4/1/2040	1,615,000			
4/1/2028	\$895,000								

Prices: As Shown Above

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

***PRELIMINARY, SUBJECT TO CHANGE.**

9-7

THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT

BOARD OF DIRECTORS

Todd Strange, Mayor
Charles Jinright, City Council President (District Vice Chairman and Secretary-Treasurer)
Elton N. Dean, Sr, County Commission Chairman
Daniel Harris, Jr., County Commission Vice Chairman (District Chairman)
Margaret Allen, Superintendent

UNDERWRITERS

Stifel, Nicolaus & Company, Inc.
Montgomery, Alabama

First Tuskegee Capital Markets
Montgomery, Alabama

UNDERWRITERS' COUNSEL

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

COUNSEL TO THE DISTRICT

Gilpin & Givhan, PC
Montgomery, Alabama

BOND COUNSEL

Capell & Howard, P.C.
Montgomery, Alabama

TRUSTEE

Regions Bank
Birmingham, Alabama

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITIES OTHER THAN THE SERIES 2015 BONDS SPECIFICALLY OFFERED HEREBY. NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT OR BY EITHER STIFEL, NICOLAUS & COMPANY, INC. OR FIRST TUSKEGEE CAPITAL MARKETS ("UNDERWRITERS") TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON OR BE DEEMED TO HAVE BEEN AUTHORIZED BY ANY OF THE FOREGOING NAMED PARTIES.

ANY INFORMATION OR EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE AS TO THE AFFAIRS OF THE DISTRICT SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT ON ANY DATE SUBSEQUENT TO THE DATE OF THIS OFFICIAL STATEMENT.

THE UNDERWRITERS HAVE NOT AND WILL NOT ASSUME ANY RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN THIS OFFICIAL STATEMENT. THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT HAS BEEN OBTAINED FROM THE DISTRICT AND OTHER SOURCES BELIEVED BY THE UNDERWRITERS TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO THE ACCURACY OR COMPLETENESS AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY THE UNDERWRITERS.

THIS OFFICIAL STATEMENT IS NOT A CONTACT WITH THE PURCHASERS OF THE SERIES 2015 BONDS. STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT WHICH INVOLVE ESTIMATES, FORECASTS OR MATTERS OF OPINION, WHETHER OR NOT EXPRESSLY SO DESCRIBED HEREIN, ARE INTENDED SOLELY AS SUCH AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR TO THE PARTIES REFERRED TO ABOVE OR THE SYSTEM SINCE THE DATE HEREOF. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALES OF THE SERIES 2015 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE SERIES 2015 BONDS WILL NOT BE REGISTERED BY THE DISTRICT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE'S SECURITIES LAWS AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL ENTITY OR AGENCY (OTHER THAN THE DISTRICT) WILL HAVE PASSED UPON THE ADEQUACY OF THIS OFFICIAL STATEMENT OR, OTHER THAN THE DISTRICT, WILL HAVE APPROVED OR RECOMMENDED THE SERIES 2015 BONDS FOR SALE. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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

IN CONNECTION WITH THE OFFERING OF THE SERIES 2015 BONDS, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015 BONDS AT LEVELS ABOVE THOSE THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE PRICE AND OTHER TERMS IN RESPECT TO THE OFFERING AND SALE OF THE SERIES 2015 BONDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS AFTER THE SERIES 2015 BONDS ARE RELEASED FOR SALE, AND THE SERIES 2015 BONDS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICE, INCLUDING SALES TO DEALERS THAT MAY SALE THE SERIES 2015 BONDS TO INVESTMENT ACCOUNTS.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

TABLE OF CONTENTS

INTRODUCTION.....	1
SPECIAL QUALIFICATIONS	2
DEFINITIONS	2
THE SERIES 2015 BONDS.....	3
General Description.....	3
Book-Entry Only System	3
Discontinuation of Book-Entry System; Payment, Transfer, Exchange and Registration.....	5
Redemption Prior to Maturity	7
Selection for Redemption	7
Notice of Redemption.....	7
Interest Ceases to Accrue After Redemption Date.....	8
SECURITY AND SOURCE OF PAYMENT	8
Authority for Issuance.....	8
Source of Payment and Pledge	8
Other Indebtedness	9
Remedies	9
DEBT SERVICE REQUIREMENT	11
THE PLAN OF FINANCING	11
ESTIMATED SOURCES AND USES OF FUNDS	11
THE DISTRICT	11
In General	11
Board of Directors	11
No Debt Limitation.....	12
THE CITY	11
THE COUNTY.....	11
RISK FACTORS	13
Tax-Exempt Status of Series 2015 Bonds.....	13
SOURCES OF INFORMATION	14
LITIGATION	14
TAX EXEMPTION FOR SERIES 2015 BONDS.....	15
TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT	16
TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE PREMIUM.....	17
THE FEDERAL BANKRUPTCY ACT.....	17
RATINGS.....	18
UNDERWRITING	18
LEGAL MATTERS.....	18
CONTINUING DISCLOSURE.....	19
In General	19
Event Disclosure.....	20
Termination and Resignation.....	21
Amendment.....	21
Defaults.....	21
Additional Disclosure	21
Failures	21
FINANCIAL STATEMENTS AND OTHER APPENDICES	22
PREPARATION AND CIRCULATION OF OFFICIAL STATEMENT	22
MISCELLANEOUS	23
APPENDIX A — The County.....	A-1
APPENDIX B — County’s Auditor’s Report for Fiscal Year Ended September 30, 2013	B-1
APPENDIX C — The City.....	C-1
APPENDIX D — City’s Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2014.....	D-1
APPENDIX E — Summary of the Trust Indenture.....	E-1
APPENDIX F — Form of Bond Counsel Opinion.....	F-1

OFFICIAL STATEMENT

Pertaining to

THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT
***\$24,655,000 Limited Obligation Revenue Bonds, Series 2015**
(Public School Projects)

INTRODUCTION

The purpose of this Official Statement is to furnish certain information concerning the \$24,655,000* aggregate principal amount Limited Obligation Revenue Bonds, Series 2015 (Public School Projects) to be issued by The Montgomery County Public Education Cooperative District (herein referred to as the "Bonds" or "Series 2015 Bonds") to prospective purchasers thereof. The Series 2015 Bonds will be dated as of the date of initial delivery. Capitalized terms used, but not defined herein, shall have the meanings set forth in the Summary of the Indenture attached hereto as APPENDIX E. See "APPENDIX E - Summary of the Indenture."

The Montgomery County Public Education Cooperative District ("District") is a public corporation organized under Section 11-99B-1 et seq. Code of Alabama (1975), as amended. The District owns no assets or properties. The District was formed by the City of Montgomery, Alabama, a public body corporate and politic under the laws of the State of Alabama ("City"), and Montgomery County, Alabama, an Alabama political subdivision ("County"). The City and the County constitute the sole members of the District. The District was formed for the purpose of financing the obligations of the City and the County to construct various school improvement projects.

The Series 2015 Bonds are being issued pursuant to a Trust Indenture dated as of April 1, 2015 ("Indenture"), between the District and Regions Bank, Birmingham, Alabama, as trustee.

The Series 2015 Bonds are limited obligations of the District payable solely from the revenues and amounts received by the District pursuant to (i) that certain Funding Agreement dated April 1, 2015, by and between the District and the City ("City Funding Agreement") and (ii) that certain Funding Agreement dated as of April 1, 2015 by and between the District and the County (the "County Funding Agreement", and together with the "City Funding Agreement," are collectively referred to herein as the "Funding Agreements"). Pursuant to the Funding Agreements, the City and County have agreed to fund their respective shares of the debt service on the Bonds as set forth in their respective Funding Agreements on an annual fiscal year basis. The City's share of debt service and other payments is 36.48% ("City Percentage") under the City Funding Agreement, while the County's share of debt service and other payments is 63.52% ("County Percentage") under the County Funding Agreement. The obligations of the City and County, as limited pursuant to their respective Funding Agreements to fund their respective shares of debt service, constitute their respective general obligations, for which their respective full faith, credit and taxing powers are irrevocably and sacredly pledged. See "SECURITY AND SOURCE OF PAYMENT - Funding Agreements" herein.

The Series 2015 Bonds are being issued for the purposes of (i) financing the City's and County's obligations to fund the construction and renovation of certain public school facilities and improvements relating thereto located within the corporate limits of the City as set forth in that certain Project Funding and Cooperation Agreement between the City, County and the Montgomery County Board of Education dated February 17, 2015 ("Project Funding Agreement"), and (ii) paying the costs of issuance for the Series 2015 Bonds. See "THE PLAN OF FINANCING" herein.

The Series 2015 Bonds will not constitute a general obligation of or a charge against the general credit or taxing power of the State of Alabama, the District, or any other county, municipality or other political subdivision except for the City's and the County's obligations under their respective Funding Agreements. The District has no taxing power. See "SECURITY AND SOURCE OF PAYMENTS" herein.

The Series 2015 Bonds are subject to optional redemption prior to their respective maturities at the times and under the circumstances set forth herein. See "THE SERIES 2015 BONDS - Redemption" herein.

Each of the District, the City and the County has covenanted to undertake certain continuing disclosure relating to

the Series 2015 Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission. See "CONTINUING DISCLOSURE" herein.

Neither the delivery of this Official Statement nor any sale of the Series 2015 Bonds made hereunder implies that there has been no change in the affairs of the District, City or County at any time subsequent to the date hereof. This Official Statement speaks only as of its date and the information contained herein is subject to change. For further information during the initial offering period with respect to the Series 2015 Bonds, contact the Underwriters, c/o Stifel, Nicolaus & Company, Inc., Lakeview Center, 2660 Eastchase Lane, Montgomery, Alabama 36117, (334) 834-5100.

SPECIAL QUALIFICATIONS

SO FAR AS ANY STATEMENTS ARE MADE IN THIS OFFICIAL STATEMENT INVOLVING MATTERS OF OPINION, PROJECTIONS OR ESTIMATES, WHETHER OR NOT EXPRESSLY SO STATED, THEY ARE SET FORTH AS SUCH, MADE IN GOOD FAITH AND NOT AS REPRESENTATIONS OF FACT, AND NO REPRESENTATION IS MADE NOR IS ANY ASSURANCE GIVEN THAT ANY SUCH PROJECTIONS OR ESTIMATES WILL BE REALIZED.

This Official Statement contains brief descriptions of the District, the financing plan, and information with respect to use of the proceeds of the Bonds, summaries of certain provisions of the Bonds and the Indenture, and a description of certain risks associated with an investment of the Bonds. The information contained in this Official Statement does not purport to be comprehensive or definitive. All references to the Constitution and laws of the State of Alabama and to summaries of the Bonds, the Indenture, contracts, documents, or official acts are qualified by reference to such document or instrument and to their exact terms in its entirety.

NEITHER THIS OFFICIAL STATEMENT NOR ANY STATEMENTS THAT MAY HAVE BEEN MADE ORALLY OR IN WRITING IS TO BE CONSTRUED AS A CONTRACT WITH THE REGISTERED OWNERS OF EITHER SERIES OF THE SERIES 2015 BONDS.

DEFINITIONS

In addition to the terms defined elsewhere herein, certain capitalized terms when used in this Official Statement without further definition shall have the following meanings:

Authorized Denominations means the amount of \$5,000 and any integral multiple thereof for each maturity.

Bond Payment Date means each date on which principal, interest or redemption premium (if any) on the Bonds is due and payable including any applicable redemption date or acceleration date.

Book Entry System means an electronic book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Series 2015 Bonds.

Business Day means a day, other than (i) a Saturday or Sunday, (ii) a day on which banking institutions are authorized or required by law to remain closed in either of the following locations: (A) the city in which the principal office of the Trustee is located or (B) the City of New York, New York, and (iii) a day on which the payment system of the Federal Reserve System is not operational.

Debt Service means the payment of the principal of and interest on, and redemption premium (if any) on, the Series 2015 Bonds.

Federal Securities means direct general obligations of, or obligations the full and timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

Fiscal Year means the period beginning on October 1st of each calendar year and ending on September 30th of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the District.

Holder refers to a registered owner, holder or holders of the Series 2015 Bonds.

Letter of Representation means and includes (i) the Letter of Representation with respect to the Bonds from the District to the Securities Depository; and (ii) any other or subsequent agreement by whatever name or identification with respect to the Series 2015 Bonds between said parties from time to time in effect.

Regular Record Date means, for each interest payment date, the 15th day of the month (whether or not a Business Day) next preceding any interest payment date.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Series 2015 Bonds.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the bond register the Series 2015 Bonds to be delivered to such Securities Depository during a period in which the Series 2015 Bonds are held pursuant to the Book-Entry System.

Underwriters means Stifel, Nicolaus & Company, Inc. and First Tuskegee Capital Markets, and their respective successors.

THE SERIES 2015 BONDS

General Description

The Series 2015 Bonds are being issued in Authorized Denominations as fully registered bonds, without coupons, under the Indenture described herein. The Series 2015 Bonds will be dated the date of initial delivery, and will bear interest from such date, payable semiannually on each April 1 and October 1 (each is an "Interest Payment Date") commencing with the first payment October 1, 2015, at the rates, and will mature on April 1, in the respective years and in the respective principal amounts, set forth on the inside cover page of this Official Statement. The Bonds shall be issued solely in fully registered form, and shall initially be registered in the name of Cede & Co., as registered owner and nominee for all DTC. Payments and principal, interest, and redemption premium, (if any), shall be governed by procedures established by the securities depository. See "THE SERIES 2015 BONDS – Book Entry Only System" herein.

Book-Entry Only System

The information contained in this section Book-Entry Only System concerning the Securities Depository and its Book-Entry System has been obtained from the Securities Depository and other sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter takes responsibility for the accuracy or completeness thereof. There can be no assurance that the Securities Depository will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company, New York, NY, will act as security depository for the Series 2015 Bonds (the "**Securities Depository**"). The Series 2015 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (the Securities Depository's partnership nominee) or such other name as may be requested by an authorized representative of the Securities Depository. One fully-registered certificate will be issued for each maturity of the Series 2015 Bonds, in the aggregate principal amount of such maturity, and will be deposited with the Securities Depository.

The Securities Depository, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. The Securities Depository holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that the Securities Depository's participants (the "**Direct Participants**") deposit with the Securities Depository. The Securities Depository also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This

eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. The Securities Depository is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for the Securities Depository, the National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the Securities Depository system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Securities Depository has Standard & Poor's highest rating: AA+. The Securities Depository Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about the Securities Depository can be found at www.dtcc.com.

Purchases of Series 2015 Bonds under the Securities Depository system must be made by or through Direct Participants, which will receive a credit for the Series 2015 Bonds on the Securities Depository's records. The ownership interest of each actual purchaser of each Series 2015 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants records. Beneficial Owners will not receive written confirmation from the Securities Depository of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2015 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2015 Bonds, except in the event that use of the book-entry system for the Series 2015 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2015 Bonds deposited by Direct Participants with the Securities Depository are registered in the name of the Securities Depository's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of the Securities Depository. The deposit of Series 2015 Bonds with the Securities Depository and their registration in the name of Cede & Co. or such other the Securities Depository nominee do not affect any change in beneficial ownership. The Securities Depository has no knowledge of the actual Beneficial Owners of the Series 2015 Bonds; the Securities Depository's records reflect only the identity of the Direct Participants to whose accounts such Series 2015 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2015 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2015 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2015 Bonds may wish to ascertain that the nominee holding the Series 2015 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to the Securities Depository. If less than all of the Series 2015 Bonds of a maturity are being redeemed, the Securities Depository's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2015 Bonds to be redeemed.

Neither the Securities Depository nor Cede & Co. (nor any other the Securities Depository nominee) will consent or vote with respect to Series 2015 Bonds unless authorized by a Direct Participant in accordance with the Securities Depository's MMI Procedures. Under its usual procedures, the Securities Depository mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2015 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price (as appropriate) and interest payments on the Series 2015 Bonds will be made by the Trustee to Cede & Co. or such other nominee as may be requested by an authorized representative of the Securities Depository. The Securities Depository's practice is to credit Direct Participants' accounts, upon the Securities Depository's receipt of funds and corresponding detail information from the District or Trustee, on a payment date in accordance with their respective holdings shown on the Securities Depository's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of the

Securities Depository, the Trustee, the District or the Underwriter, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price (as appropriate) and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of the Securities Depository) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of the Securities Depository, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The Securities Depository may discontinue providing its services as depository with respect to the Series 2015 Bonds at any time by giving reasonable notice to the District and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates for the Series 2015 Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through the Securities Depository (or a successor securities depository) for the Series 2015 Bonds. In that event, certificates for the Series 2015 Bonds will be printed and delivered to the Securities Depository.

The District, the Trustee and the Underwriters cannot and do not give any assurances that any Direct or Indirect Participant will distribute to the Beneficial Owners of the Series 2015 Bonds (1) payments of principal or redemption price, premium, if any, or interest on, the Series 2015 Bonds, (2) certificates representing an ownership interest or other confirmation of beneficial ownership interests in Series 2015 Bonds, or (3) redemption or other notices sent to the Securities Depository or Cede & Co., as the registered owner of the Series 2015 Bonds, or that they will do so on a timely basis or that the Securities Depository or Cede & Co., any Direct or Indirect Participant will serve and act in the manner described in this Official Statement. All such payments to the Securities Depository or Cede & Co. of principal, interest, or redemption price on behalf of the District and the Trustee shall be valid and effectual to satisfy and discharge the liability of the District and the Trustee to the extent of the amounts so paid, and the District and the Trustee shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or any Direct or Indirect Participant.

The District, the Trustee and the Underwriters will not have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or Indirect Participant; (2) the payment by the Securities Depository, any Direct Participant or Indirect Participant, of any amount due to any Beneficial Owner in respect of the principal or redemption price, premium, if any, and interest on the Series 2015 Bonds; (3) the delivery or timeliness of delivery by the Securities Depository, any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository or Cede & Co., as owner.

Discontinuation of Book-Entry System; Payment, Transfer, Exchange and Registration

In the event the Book-Entry System for the Series 2015 Bonds is discontinued, Series 2015 Bonds in certificated form in Authorized Denominations will then be physically distributed to the registered owners of beneficial interests in the Series 2015 Bonds, the Series 2015 Bonds will then be registered in the names of the owners thereof on the registration books of the Trustee pertaining thereto, and the Trustee shall then make payments of principal of, and premium (if any) on the Series 2015 Bonds to the registered owners thereof, upon presentation and surrender of the Series 2015 Bonds to be paid or redeemed, by check or draft at the office of the Trustee in Birmingham, Alabama. The interest on the Series 2015 Bonds will be paid by the Trustee by check or draft mailed to the registered owner thereof at the address shown on the Bond Register of the Trustee pertaining to the Series 2015 Bonds.

In the event the Book-Entry System is discontinued with respect to the Series 2015 Bonds, the following provisions with respect to registration, transfer and exchange of the Series 2015 Bonds by the registered owners thereof shall apply, subject to the further conditions set forth in the Indenture with respect thereto:

- (a) Each Series 2015 Bond may be transferred by the registered owner in person or by duly authorized attorney, only on the bond register maintained by the Trustee and only upon surrender of the Series 2015 Bond to the Trustee for cancellation with a written instrument of transfer acceptable to the Trustee executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Bond of the same series and of like tenor shall be issued to the transferee in exchange therefor.

(b) The registered owner of any Series 2015 Bond in a face amount of more than \$5,000 may surrender the same in exchange for more than one Bond of the same series, each in the principal amount which is an Authorized Denomination, having the same interest rate and year of maturity as the Bond so surrendered and the same aggregate principal amount of the Bond so surrendered. The registered owner of two or more Series 2015 Bonds of the same series having the same principal maturity and interest rate may surrender the same in exchange for a single Series 2015 Bond of the same series in an Authorized Denomination in the aggregate principal amount of the Series 2015 Bonds so surrendered.

(c) The Trustee shall not be required to transfer or exchange any Series 2015 Bond for a period of fifteen (15) days next preceding any Interest Payment Date; and in the event that any Series 2015 Bond (or any part thereof) is duly called for redemption, the Trustee shall not be required to register or transfer any such Series 2015 Bond during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Series 2015 Bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

The Indenture provides that each registered owner of the Series 2015 Bonds, by receiving or accepting the Series 2015 Bond, consents and agrees and is estopped to deny that, insofar as the District and the Trustee are concerned, the Series 2015 Bond may be transferred only in accordance with the provisions of the Indenture.

The registered owner of any Series 2015 Bond will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2015 Bond and will also be required to provide such evidence and indemnity satisfactory to the Trustee and District prior to any Series 2015 Bond being issued in replacement thereof. In the event the conditions for replacement of a mutilated, lost, stolen or destroyed bond are satisfied, a Series 2015 Bond of like tenor, date, series, principal amount and maturity as the Series 2015 Bond so mutilated, destroyed, stolen or lost.

Interest Payment and Accrual

Payment of interest on the Series 2015 Bonds shall be deemed timely made if mailed on the Interest Payment Date to the registered owner thereof as of Regular Record Date preceding the Interest Payment Date with respect to which such payment is made or, if such Interest Payment Date is not a Business Day, then on the first Business Day following such Interest Payment Date. Interest on the Series 2015 Bonds will be computed on the basis of a 360-day year consisting of twelve (12) consecutive months of thirty (30) days each.

The principal of and interest on any Bond will bear interest from the respective due dates until paid at the rate of interest borne by the principal of such Bond prior to maturity.

Upon the request of the Holder of Bonds in an aggregate principal amount of not less than \$1,000,000, the Trustee will make payment of principal, interest and redemption premium on such Bond by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds as is acceptable to the Trustee, provided that such written request contains adequate instructions for the method of payment and final payment of principal is made only upon such surrender of the Bond or Bonds as provided in the Indenture.

Any interest on a Bond that is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein referred to as "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant regular Record Date solely by virtue of such Holder having been such Holder on such date; and such Defaulted Interest shall be paid by the District to the persons in whose name such Bonds are registered at the close of business on a special record date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the manner described. The District shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of proposed payment (which date shall be such as will enable the Trustee to comply with the provisions of the Indenture), and at the same time the District shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of persons entitled to such Defaulted Interest and not to be deemed part of the Trust Estate. The Trustee shall then fix a special record date ("Special Record Date") for the payment of such defaulted interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the District of such Special Record Date and shall cause notice of the proposed payment of

such Defaulted Interest in the Special Record Date therefor to be mailed, by first class postage prepaid, to the Holders at the address thereof appearing in the Bond Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose name the Bonds are registered on such Special Record Date.

Redemption Prior to Maturity

Optional Redemption of Series 2015 Bonds Prior to Maturity. Those of the Series 2015 Bonds having stated maturities on April 1, 2026, and thereafter, will be subject to redemption, at the option of the District, prior to their respective maturities on April 1, 2025, or on any date thereafter, in installments of \$5,000 or any integral multiple thereof, in whole or in part, in such order and amount of maturities as the District may designate (and if less than all of the Series 2015 Bonds of a single maturity are to be redeemed, those to be redeemed within a single maturity shall be selected by the Security Depository or the Trustee by lot or by such other method as hereinafter described), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.

Selection for Redemption

If less than all of the Series 2015 Bonds of a maturity are to be redeemed during a period in which the Book-Entry System is in effect for the Series 2015 Bonds, the Securities Depository shall determine the amount of the interest of each Direct Participant in the Series 2015 Bonds to be redeemed, on the basis of the smallest Authorized Denomination of the Series 2015 Bonds, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

If less than all the Series 2015 Bonds of a maturity are to be redeemed during a period in which the Book-Entry System is not in effect for the Series 2015 Bonds, the Trustee shall select the particular Series 2015 Bonds to be redeemed on the basis of the smallest Authorized Denomination of the Series 2015 Bonds, by lot or by such other method as the Trustee shall deem fair and appropriate.

During a period in which the Book-Entry System is in effect for the Series 2015 Bonds, the recordation and evidence of any reduction in the aggregate principal amount of the Series 2015 Bonds as a result of the redemption of a portion thereof shall be made in accordance with the Letter of Representation for that series and the rules and procedures of the Securities Depository with respect thereto from time to time in effect.

During a period in which the Book-Entry System is not in effect for the Series 2015 Bonds, unless otherwise provided in the Indenture, any Bond which is to be redeemed only in part shall be surrendered at the designated corporate trust office of the Trustee (with due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the District and the Trustee duly executed by the registered owner thereof or his attorney duly authorized in writing) and the District shall execute and the Trustee shall authenticate and deliver to the registered owner of such Bond, without service charge, a new Series 2015 Bond or Bonds of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2015 Bond so surrendered.

Notice of Redemption

Notice of any intended redemption shall be sent by United States certified mail to the registered owner of each Series 2015 Bond, all or a part of the principal of which is to be redeemed, not more than 60 days nor less than 30 days prior to the proposed redemption date or, if the Securities Depository or Securities Depository Nominee is the registered owner, at the times and in the manner in the Letter of Representation for that series, at the address of such Holder appearing in the bond register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Series 2015 Bond or Bonds thereof.

During a period in which the Book-Entry System is in effect for the Series 2015 Bonds, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in the Series 2015 Bonds is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Series 2015 Bonds.

Notice of redemption shall specify the Series 2015 Bonds and the interests therein to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the corporate trust office of the Trustee) and if less than all the Series 2015 Bonds are to be redeemed, the notice shall specify the series, the numbers or their identification of the Series 2015 Bonds or the interests therein to be redeemed in the principal amount of Series 2015 Bonds to be redeemed.

Interest Ceases to Accrue After Redemption Date

Series 2015 Bonds (or portions thereof) for the redemption and payment of which provision shall have been made and notice thereof given all in accordance with the Indenture shall thereupon cease to be entitled to the benefits of the Indenture and shall cease to bear interest from and after the date fixed for redemption unless and to the extent default shall be made in payment of the redemption price.

SECURITY AND SOURCE OF PAYMENT

Authority for Issuance

The Series 2015 Bonds are being issued by the District under the authority of the Constitution and laws of the State of Alabama, including particularly Chapter 99B of Title 11 (Section 11-99B-1 et seq.) of the Code of Alabama (1975), as amended (herein the "Enabling Law").

The Enabling Law authorizes any cooperative district in the State of Alabama to issue its interest-bearing revenue bonds for the purpose of acquiring, constructing, improving, enlarging, completing and equipping any project which any member of the District is authorized by law to own, acquire, construct or finance. Section 11-47-20 of the Code of Alabama (1975), as amended, authorizes the City, which is a member of the District, to acquire and improve property for the purpose of any schoolhouse construction. The County, which is a member of the District, is authorized by Chapter 28 of Title 11 of the Code of Alabama (1975), as amended, to acquire by construction school buildings as public facilities.

Source of Payment and Pledge

The Bonds are payable solely from the payments received by District under each of the City Funding Agreement and the County Funding Agreement. Pursuant to the terms of the Indenture and each of the respective Funding Agreements, the District is pledging all of its rights, title and interest in and to each of the Funding Agreements to the Trustee under the Indenture for payment of the principal, interest and redemption premium (if any) ("Debt Service") on the Bonds.

Funding Agreements

Under the City Funding Agreement, the City covenants and agrees to pay the City Percentage of the Debt Service payments when due and payable to enable the District to timely make payments of principal, interest and redemption premium (if any) on the Bonds on each Bond Payment Date. The City will not be responsible for payments on the Bonds in excess of the City Percentage. As security for and in evidence of the City's obligations under the Funding Agreement, the City is issuing in favor of the Trustee the City's \$8,995,000 General Obligation School Warrant, Series 2015-A ("City Warrant"). The City has pledged its full faith, credit and taxing powers in satisfaction of its payment obligations under the City Warrant and the City Funding Agreement.

Under the County Funding Agreement, the County covenants and agrees to pay the County Percentage of the Debt Service payments when due and payable to enable the District to timely make payments of principal, interest and redemption premium (if any) on the Bonds on each Bond Payment Date. The County will not be responsible for payments on the Bonds in excess of the County Percentage. As security for and in evidence of the County's obligations in the Funding Agreement, the County is issuing in favor of the Trustee the County's \$15,660,000 General Obligation School Warrant, Series 2015-A ("County Warrant"). The County has pledged its full faith, credit and taxing powers in satisfaction of its obligations under the County Warrant and the County Funding Agreement.

*preliminary, subject to change

The District has pledged, assigned and transferred to the Trustee, as part of the trust estate under the Indenture, for the benefit of the bondholders all of its rights and remedies under each of the Funding Agreements as security for the Series 2015 Bonds.

For a description of the funds and accounts established under the Indenture for the collection and disposition of the funds under the Funding Agreements and their warrants, see "APPENDIX E - Summary of the Indenture" herein.

Under the Funding Agreements, each of the City and the County have to approve the District's optional redemption of the Bonds.

Other Indebtedness

The District has no other long-term indebtedness, leases or contracts. The District does not expect to issue any additional indebtedness and is not a party to any derivative transactions.

Remedies

The District is, under existing law, subject to suit in the event that it defaults in payment of the debt service on the Series 2015 Bonds. However, the extent of the remedies afforded to the registered owners of the Series 2015 Bonds by any such suit, and the enforceability of any judgment against the District resulting therefrom, are subject to those limitations inherent in the fact that the Series 2015 Bonds are limited obligations of the District payable solely out of the revenues derived from the Funding Agreements and the related warrants. Each of the City and the County is, under existing law, also subject to suit in the event the City or County defaults in the payment under the City Warrants or County Warrants or their respective Funding Agreements. However, the extent of the remedies afforded to registered owners of the Series 2015 Bonds by any such suit, and the enforceability of any judgment against the City or the County resulting therefrom, are subject to those limitations imposed by existing law and by the fact that the Warrants are issued in favor of the Trustee as security for the holders. In each of these instances, the extent of the remedies may be subject to, among other things, (i) the provisions of the United States Bankruptcy Code (See "THE FEDERAL BANKRUPTCY ACT" herein), and (ii) the provisions of other laws that may hereafter be enacted by the Congress of the United States and the legislature of the State of Alabama extending the time for payment of public District indebtedness or imposing other constraints upon the enforcement of rights of creditors. Furthermore, the remedies provided under the Indenture are vested in the Trustee unless the Trustee fails or refuses to pursue a remedy (within thirty (30) days) after notice of default is given and after a written request to do so is received by the Trustee from Holders owning 25% of the principal amount of all Bonds then outstanding under the Indenture and after indemnity is received; in which case such owners may pursue a remedy. In all events, recovery under any remedy pursued is for the equal and pro rata benefit of the registered owners of the bonds then outstanding under the Indenture. *The Series 2015 Bonds are not secured by any other mortgage or security interest on or in any assets or properties of the District, the City or the County or in or on the funds under the Indenture or the Projects as defined in the Project Funding Agreement.*

The District has no assets or properties.

DEBT SERVICE REQUIREMENTS

The table below sets forth the debt service requirements on the District's indebtedness following the issuance of the Bonds:

Period Ending	Principal	Interest	Debt Service
9/30/2016	715,000	979,474.40	1,694,474.40
9/30/2017	625,000	1,070,656.26	1,695,656.26
9/30/2018	635,000	1,058,156.26	1,693,156.26
9/30/2019	655,000	1,039,106.26	1,694,106.26
9/30/2020	675,000	1,019,456.26	1,694,456.26
9/30/2021	695,000	999,206.26	1,694,206.26
9/30/2022	725,000	971,406.26	1,696,406.26
9/30/2023	755,000	942,406.26	1,697,406.26
9/30/2024	790,000	904,656.26	1,694,656.26
9/30/2025	825,000	865,156.26	1,690,156.26
9/30/2026	870,000	823,906.26	1,693,906.26
9/30/2027	915,000	780,406.26	1,695,406.26
9/30/2028	960,000	734,656.26	1,694,656.26
9/30/2029	1,005,000	686,656.26	1,691,656.26
9/30/2030	1,060,000	636,406.26	1,696,406.26
9/30/2031	1,110,000	583,406.26	1,693,406.26
9/30/2032	1,165,000	527,906.26	1,692,906.26
9/30/2033	1,225,000	469,656.26	1,694,656.26
9/30/2034	1,290,000	408,406.26	1,698,406.26
9/30/2035	1,350,000	343,906.26	1,693,906.26
9/30/2036	1,415,000	276,406.26	1,691,406.26
9/30/2037	1,470,000	225,112.50	1,695,112.50
9/30/2038	1,525,000	171,825.02	1,696,825.02
9/30/2039	1,580,000	116,543.76	1,696,543.76
9/30/2040	1,635,000	59,268.76	1,694,268.76
	25,670,000	16,694,149.64	42,364,149.64

[Remainder of Page Intentionally Left Blank]

THE PLAN OF FINANCING

Proceeds of the Series 2015 Bonds will be used for the purposes of (i) financing the City's and County's obligations under that certain Project Funding Agreement, to construct and renovate schoolhouse and related educational and other facilities, for the Loveless Academic Magnet High School and the Montgomery Technical Education Center and to construct additional school and athletic facilities for Park Crossing High School, all located within the corporate limits of the City and, (ii) paying the costs of issuance of the Series 2015 Bonds. The description of the proposed projects may be amended by action of the Board of the District after amending its Certificate of Incorporation.

ESTIMATED SOURCES AND USES OF FUNDS

The following is the estimated Sources and Uses of Funds for the Series 2015 Bonds:

<u>Sources</u>	
Series 2015 Proceeds (par value)	\$ _____
Accrued Interest	_____
Total Sources	\$ _____

<u>Uses</u>	
Deposit to Construction Fund	\$ _____
Accrued Interest to Bond Fund-Interest Account	\$ _____
Issuance Costs (including underwriting, trustee fees, debt service reserve surety bond premium, insurance premium and legal fees and expenses)	\$ _____
Total Uses	\$ _____

THE DISTRICT

In General

The District is a public corporation and instrumentality of the State of Alabama incorporated in Montgomery County, Alabama. The District has all the powers and duties prescribed pursuant to the Enabling Law. The District has two members: the City and the County. All powers of the District are invested in its Board of Directors, currently consisting of five members who are jointly selected by the governing bodies of the City and County. Each Director shall serve without compensation.

The current members of the directors of the District, the officers and their terms of office are:

<u>Terms of Office</u>	
Daniel Harris, Jr., Chairman	February 3, 2019
Charles Jinright, Vice Chairman/Secretary-Treasurer	February 3, 2019
Elton N. Dean, Sr.	February 3, 2019
Todd Strange	February 3, 2019
Margaret Allen	February 3, 2019

No Debt Limitation

The District has full power to incur indebtedness, payable solely out of the revenues pledged therefor without limitation as to principal amount subject to the conditions set forth in the Indenture. The District is not subject to any general constitutional or statutory debt limit.

THE CITY

The City is a body politic and corporate organized under the laws of the State of Alabama in 1837. Since 1975, the City has been governed under a Mayor-Council form of government, which was established pursuant to Act Number 73-618 adopted on August 28, 1973 at a 1973 Session of the Alabama Legislature. The Mayor is elected in a city-wide vote to a 4-year term and the members of the City Council are elected from each of nine single member districts throughout the City to 4-year terms. The City Council elects from among its members a President of the Council who serves at the pleasure of the City Council. The Mayor is charged with the administration of the day-to-day activities of the City, while the City Council exercises legislative powers and institutes policy decisions. The current terms of the Mayor and all nine Council members end in November 2015. The City operates on a fiscal year basis from October 1st of a calendar year to September 30th of the following calendar year.

The governing body of the City is the City Council which is composed of nine (9) council members. The current members of the City Council and the ending dates of their respective terms of office are as follows:

District 1	Richard Bollinger	November 2015
District 2	Charles W. Smith	November 2015
District 3	Tracy Larkin, President Pro Tem	November 2015
District 4	David Burkette	November 2015
District 5	Cornelius "C.C." Calhoun	November 2015
District 6	Jon Dow	November 2015
District 7	Arch Lee	November 2015
District 8	Glen Pruitt, Jr.	November 2015
District 9	Charles Jinright – Council President	November 2015

The City's obligations with respect to the Bonds are limited in the City Funding Agreement to the City Percentage of the payment of Debt Service on the Bonds when due and payable thereunder. With respect to its obligations under the City Funding Agreement and the related City Warrant, the City has pledged its full faith, credit and taxing powers to its obligations under the Funding Agreement and the City Warrant.

Additional information relating to the operations of the City and its financial system is included as APPENDIX C – The City. The City's audited comprehensive annual financial report for the fiscal year ended September 30, 2014 is attached as APPENDIX D hereto.

THE COUNTY

The County is a political subdivision of the State of Alabama. The County is located in central Alabama and is part of the United States Census Bureau's Montgomery, Alabama Metropolitan Statistical Area ("MSA"). According to the 2010 Federal Census, the population of the County was 229,363. The City of Montgomery is the county seat of the County and is the capital of the State of Alabama. The County was established in 1816. The County has a land area of approximately 800 square miles.

The County's obligations with respect to the Bonds are limited in the County Funding Agreement to the County Percentage of the payment of Debt Service on the Bonds when due and payable thereunder. With respect to its obligations under the County Funding Agreement and the related County Warrant, the County has pledged its full faith and credit and taxing powers to its obligations under the Funding Agreement and the County Warrant.

Additional information relating to the operations of the County and its financial system is included as APPENDIX A – The County. The County's audited financial report for the fiscal year ended September 30, 2013 is attached as

APPENDIX B hereto.

The governing body of the County is Montgomery County Commission ("County Commission"), which is composed of five commissioners. The current members of the County Commission and the ending dates of their respective terms of office are as follows:

		<u>Term Expires:</u>
District 1	Daniel Harris, Jr., Vice Chairman	November 2016
District 2	Elton N. Dean, Sr., Chairman	November 2016
District 3	Ronda M. Walker	November 2016
District 4	Jiles Williams, Jr.	November 2016
District 5	Andrew D. Hall	November 2016

The major responsibilities of the County Commission are to administer the County's finances, serve as custodian of all of the County's property, collect taxes, allocate resources for the construction of buildings, roads and other public facilities, provide for delivery of certain basic public services (such as medical care, care for the indigent and law enforcement) and make appointments to various governmental boards and agencies.

The County Administrator is Donald L. Mims. The County Administrator is appointed by the County Commission and is responsible for the day-to-day operation of the County government.

RISK FACTORS

An investment in the Series 2015 Bonds involves certain risks which should be carefully considered by investors. Prospective investors should carefully examine this Official Statement and their own financial condition in order to make a judgment as to their ability to bear the economic risk of such an investment and whether or not the Series 2015 Bonds are an appropriate investment for them. The risks factors include, but are not limited to, the following:

Limited Obligations

The Bonds are limited obligations to the District payable solely from the revenues received from the City and the County under their respective Funding Agreements and the City Warrant and the County Warrant. No mortgage or security interest is granted in any asset or property to secure the Bonds or the obligations of the City or County under their respective Funding Agreements and Warrants.

Tax-Exempt Status of Series 2015 Bonds

It is expected that the Series 2015 Bonds will qualify as tax-exempt obligations for federal income tax purposes as of the date of issuance. Bond counsel is expected to deliver an opinion with respect to certain aspects of the tax status of the Series 2015 Bonds. See "TAX EXEMPTION FOR SERIES 2015 BONDS". That opinion is attached to this Official Statement as APPENDIX C and should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed. A legal opinion is only the expression of professional judgment and does not constitute a guaranty with respect to the matters covered. In addition, the opinion of bond counsel speaks only as of its date, and bond counsel does not undertake to advise Holders about subsequent developments.

The tax status of the Series 2015 Bonds could be affected by post-issuance events. There are various requirements of the Internal Revenue Code that must be observed or satisfied after the issuance of the Series 2015 Bonds in order for the Series 2015 Bonds to qualify for, and retain, tax-exempt status. These requirements include use of the proceeds of the Series 2015 Bonds for permitted purposes, use of the facilities financed by the Series 2015 Bonds for permitted purposes, investment of bond proceeds, and the rebate of so-called excess arbitrage earnings. Compliance with these requirements is the responsibility of the District.

The Internal Revenue Service conducts an audit program to examine compliance with the requirements regarding tax-exempt status. Under current IRS procedures, in the initial stages of an audit with respect to the Series 2015 Bonds the District would be treated as the taxpayer, and the owners of the Series 2015 Bonds may have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2015 Bonds could adversely affect the market value

and liquidity of the Series 2015 Bonds, even though no final determination about the tax-exempt status has been made. If an audit results in a final determination that the Series 2015 Bonds do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2015 Bonds.

In addition to post-issuance compliance, a change in law after the date of issuance of the Series 2015 Bonds could affect the tax-exempt status of the Series 2015 Bonds or the effect of investing in the Series 2015 Bonds. For example, Congress could eliminate the exemption for interest on the Series 2015 Bonds or it could cap the amount of the interest exempted, or it could reduce or eliminate the federal income tax, or it could adopt a so-called flat tax.

The Indenture does not provide for the acceleration or redemption of any of the Series 2015 Bonds, payment of any additional interest or penalty if a determination is made that the Series 2015 Bonds do not comply with the existing requirements of the Internal Revenue Code or if a subsequent change in law adversely affects the tax-exempt status of the Series 2015 Bonds or the effect of investing in the Series 2015 Bonds.

Enforceability of Remedies

The remedies available to the Trustee and the owners of the Series 2015 Bonds upon the occurrence of an Event of Default under the Indenture are in many respects dependent upon regulatory and judicial actions and enforcement thereof may be limited or restricted by laws relating to bankruptcy and rights of creditors and by application of general principles of equity applicable to the availability of specific performance. Under existing law and judicial decisions, the remedies provided for under the Indenture may not be readily available, or may be limited, or may be substantially delayed in the event of litigation or statutory remedy procedures.

Qualification of Legal Opinions

The various legal opinions to be delivered concurrently with delivery of the Series 2015 Bonds (1) will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally and (2) will express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

SOURCES OF INFORMATION

All information contained in the Official Statement has been obtained from sources which are believed to be reliable; however, all such information is subject, in all respects, to the complete body of information contained in the original sources thereof, and no guaranty, warranty or other representation is made by the District respecting the accuracy or completeness of the information. In all instances, reference is invited to be made to the sources of information mentioned therein including, but not limited to, the legal opinion of Bond Counsel, the Indenture, and the financial statements of the City and County referenced herein.

Neither the delivery of this Official Statement nor any sale of the Series 2015 Bonds made in connection herewith, shall, under any circumstances, create any implication that there has been no change in the affairs of the District or of the County or the City since the date of this Official Statement or the earlier stated date as of which such information contained herein is given.

LITIGATION

There is not now pending any litigation restraining, enjoining, or in any manner questioning or affecting the creation, organization or existence of the District; the title of the present members of the Board of Directors or the officers of the District to their respective offices and positions; the validity of the Series 2015 Bonds; the Indenture; or the proceedings and District under which the Series 2015 Bonds are to be issued.

There is not now pending any litigation restraining, enjoining, or in any manner questioning or affecting the creation, organization or existence of the City; the title of the present members of the City Council or the officers of the City

to their respective offices and positions; the validity of the City Funding Agreement or the proceedings and District under which the City Warrant is to be issued.

There is not now pending any litigation restraining, enjoining, or in any manner questioning or affecting the creation, organization or existence of the County; the title of the present members of the Montgomery County Commission or the officers of the County to their respective offices and positions; the validity of the County Warrant or the proceedings and County under which the County Warrant is to be issued.

The immunity from tort liability formerly enjoyed by local governmental units in Alabama has been largely eroded by recent court decisions. While Chapter 93 of Title 11 of the Code of Alabama 1976, as amended, now prescribes certain maximum limits on the liability of Alabama local governmental units (such as the District) for bodily injury, sickness, disease or death sustained by a person and for injury or destruction of tangible property, the constitutional validity of Chapter 93 has not been definitively determined. Additionally, Chapter 98 has no applicability to causes of action under Section 1983 or Section 1985 of Title 42 of the United States Code. Local governments throughout the county have been increasingly subjected to lawsuits – many of which seek substantial damages – for alleged denials of civil rights under the provisions of Section 1983 and Section 1985.

TAX EXEMPTION FOR SERIES 2015 BONDS

Capell & Howard, P.C., Bond Counsel, is of the opinion that, under the Internal Revenue Code of 1986, as amended to date (herein referred to as the "Code"), as presently construed and administered, and assuming continuing compliance by the District with its covenants pertaining to the requirements of federal tax law that are set forth in the Indenture, the interest on the Series 2015 Bonds will be excludable from the gross income of the recipient thereof for Federal and Alabama income tax purposes and will not constitute an item of tax preference for purposes of the Federal alternative minimum tax imposed by Code Section 55 on individuals and corporations; it should be noted, however, that with respect to corporations (as defined for Federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the federal alternative minimum tax imposed on such corporations. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Code, and the regulations effective and applicable thereunder, that must be satisfied subsequent to the issuance of the Series 2015 Bonds in order that interest thereon be, or continue to be, excluded from gross income for Federal income taxation purposes. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2015 Bonds in gross income for Federal income tax purposes to be retroactive to the date of issuance of the Series 2015 Bonds. No opinion will be expressed regarding other Federal income tax consequences arising with respect to the Series 2015 Bonds.

Prospective purchasers of the Series 2015 Bonds should be aware that (i) Section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2015 Bonds or, in the case of a financial institution, that portion of a holder's interest expense allocated to interest on the Series 2015 Bonds, except with respect to certain "qualified tax-exempt obligations" held by certain financial institutions (within the meaning of Section 265(b)(5) of the Code), (ii) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, the interest on the Series 2015 Bonds received by such property and casualty insurance company will reduce the deduction available to such company under Section 832 of the Code for losses incurred, by 15% of the interest accrued or received during that year, (iii) interest on the Series 2015 Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iv) passive investment income, including interest on the Series 2015 Bonds, may be subject to Federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income and (v) Section 896 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining gross income, receipts or accruals of interest on the Series 2015 Bonds.

In the Indenture, the District has covenanted in effect that it will, to the extent permitted by law, comply with the provisions of the Code that constitute conditions or requirements for the exclusion of the interest on the Series 2015 Bonds from the gross income of the recipient thereof for Federal income tax purposes pursuant to the provisions of Section 103 of the Code.

Proposed, pending or future tax legislation, administrative actions taken by tax authorities or court decisions, rather than at the federal or state level, may adversely affect the tax-exempt status of the interest on the Series 2015 Bonds subsequent to their issuance. Future legislation could directly or indirectly reduce or eliminate the value of certain deductions and exclusions, including the benefit of any tax-exempt interest on the Series 2015 Bonds from gross income for federal income tax purposes. Any such proposed legislation, actions or decision whether or not enacted, taken or rendered, could also adversely affect the value and liquidity of the Series 2015 Bonds.

The Series 2015 Bonds are not "qualified tax-exempt obligations" for purposes of §265(b)(3) of the Code (i.e., not bank-qualified).

Bond Counsel is further of the opinion that the interest on the Series 2015 Bonds is exempt from present Alabama income taxation, as presently construed and administered.

The proposed form of Bond Counsel Opinion with respect to the Series 2015 Bonds is included in APPENDIX C attached hereto.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2015 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payment to any bondholder of the Series 2015 Bonds who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2015 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT

The Series 2015 Bonds are being offered to the public at the prices shown on the cover hereof. The initial public offering price to be paid for the Series 2015 Bonds maturing in _____ (the "Discount Bonds") is less than the stated amount to be paid at the maturity of such bonds. Under present federal income tax law, the difference between the Issue Price (as defined below) and the stated amount to be paid at the maturity of a Discount Bond is referred to as Original Issue Discount (herein referred to as "OID"). OID is treated as interest on the Discount Bonds and is not includable in gross income for federal income tax purposes in the case of holders who (i) purchase the Discount Bonds at the initial offering price in the initial public offering at which a substantial amount of the Discount Bonds are sold to the public (the "Issue Price"), and (ii) hold such Discount Bonds to maturity.

Generally, a holder who acquires a Discount Bond in the initial public offering at the Issue Price will be treated as having received, in each taxable year from the date of issuance of that Discount Bond, an amount of interest on that Discount Bond equal to the OID accrued daily and compounded semi-annually on each Interest Payment Date, even though no interest payment was made with respect to the OID. Under existing law, the amount of interest representing OID that is treated as having been received is excluded from gross income and is added to the holder's adjusted basis in the Discount Bond for the purpose of determining gain or loss upon a sale or redemption of such Discount Bond. The amount to be added to basis for each accrual period is equal to (a) the sum of the Issue Price and the amount of OID accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during each accrual period of such Discount Bond.

OID on the Discount Bonds will be deemed to have been received in the year of accrual and will be taken into account in determining the respective amounts of the collateral federal taxes referred to herein and, in some cases, state and local income, excise and franchise taxes, even though the holder of the Discount Bonds will not have received corresponding cash payments.

In the event of the redemption, sale or other taxable disposition of such Discount Bonds prior to the Discount Bonds stated maturity, however, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the OID allocable to the period for which such Discount Bond was

held by such initial owner) is includable in gross income.

Holders of the Discount Bonds should consult their own tax advisors as to the tax consequences of the purchase of the Discount Bonds other than at the Issue Price, and as to the consequences of a sale, transfer, redemption or other disposition of the Discount Bonds prior to their stated maturity, other applications of federal tax law and the application of state, local or foreign laws.

TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE PREMIUM

The initial public offering prices to be paid for the Series 2015 Bonds maturing in _____ are more than the principal amount thereof. An amount equal to the excess of the purchase price of a Bond over its stated redemption price at maturity constitutes original issue premium on such Bonds. A purchaser of a Bond with original issue premium must amortize any original issue premium over such Bond's term using constant yield principles, based on the purchaser's yield to maturity. As original issue premium is amortized, the purchaser's basis in such Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Series 2015 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of original issue premium for federal income tax purposes and with respect to state and local tax consequences of owning such Series 2015 Bonds.

THE FEDERAL BANKRUPTCY ACT

The rights and remedies of the holders of the Series 2015 Bonds are subject to the provisions of Chapter 9 of Title 11 of the United States Code (the "Bankruptcy Act"), as amended. Chapter 9 permits, under certain specified circumstances (but only after authorization by the legislature or by a governmental officer or organization empowered by state law to give such authorization), a political subdivision of a state — such as the City, County or District — to file a petition for relief in the Federal Bankruptcy Court ("Court") if it is insolvent or unable to meet its debts as they mature and desires to effect a plan to adjust its debts. Under the statute, the filing of such a petition operates, with certain limited exceptions, as an "automatic" stay of the commencement or the continuation of any judicial or other proceedings against the petitioner, its property, or any officer or inhabitant thereof and as an "automatic" stay of any act or proceeding which seeks to enforce a lien on the property of the petitioner or a lien on any taxes or assessments due to the petitioner. Such filing of a petition does not operate as a stay of application of pledged special revenues to payment of debt secured by such revenues. Chapter 9 also permits a political subdivision that files a petition under the Bankruptcy Act to issue, with the approval of the Court, certificates of indebtedness having priority of payment over pre-existing obligations.

Any political subdivision filing a petition for relief under Chapter 9 must in due course file a plan for the adjustment of its debts, and such plan may include provisions modifying or altering the rights of creditors generally, or any class of them, secured or unsecured. Such plan, when confirmed by the Court, binds all creditors who had notice or knowledge of the plan and discharges all claims against the petitioning political subdivision provided for in the plan when (a) the petitioning subdivision has deposited, with a duly appointed disbursing agent, all money, securities or other consideration required by the plan to be distributed, and (b) the Court is satisfied that any securities to be so distributed are valid obligations of the petitioning political subdivision and that any provision to pay or secure such obligations is also valid. No plan may, however, be confirmed by the Court unless certain conditions occur, among which are (1) that the plan has been accepted in writing by two-thirds (2/3) in amount and fifty percent (50%) in number of the allowed claims of each class which are affected by the plan, and (2) that the plan is fair, equitable and feasible and does not discriminate unfairly in favor of any creditor or class of creditors.

The Bankruptcy Act also contains a provision relating to the post-petition effect of a security interest in tax revenues or utility revenues of the debtor. The effect of this provision is that for "special revenues," the filing of a Chapter 9 proceeding does not terminate the pledge of such special revenues. However, the pledge of such special revenues will be subject to payment of the necessary expenses of operation and maintenance of the public body.

"Special revenues," the pledge of which survive bankruptcy, are defined as including:

“(A) receipts derived from the ownership, operation, or disposition of projects or systems of the debtor that are primarily used or intended to be used primarily to provide transportation, utility, or other services, including the proceeds of borrowings to finance the projects or systems;”

The question is not free from doubt, and the exact meaning of these phrases is subject to judicial construction which has not yet taken place.

While the matter is not entirely free from doubt, prospective purchasers of the Series 2015 Bonds should assume that existing Alabama statutes presently authorize the District to file petitions for relief under Chapter 9.

RATINGS

Standard & Poor's Ratings Services has assigned an underlying rating of "AA" solely based on the creditworthiness of the City and County and their funding obligations under their respective Funding Agreements to the Series 2015 Bonds. Any rating of the Bonds is likely to be affected by any change in ratings of the City and the County.

The ratings of the Series 2015 Bonds, and the ratings of the City and County, by such rating agency reflect only the views of such agency at the time such ratings are given, and neither the District, City nor the County makes any representations as to the appropriateness of any rating. The above ratings are not recommendations to buy, sell or hold the Series 2015 Bonds. An explanation of the significance of such credit ratings may be obtained only from the credit rating agency furnishing the same. There is no assurance that any rating on the Series 2015 Bonds or with respect to the City or County will continue for any given period of time or that such ratings may not be suspended, lowered or withdrawn entirely by the rating agency if, in the judgment of the credit rating agency in question, circumstances warrant such action. Any such downward change in or withdrawal of any rating on the Series 2015 Bonds may have an adverse effect on the secondary market for the Series 2015 Bonds and on the price thereof. Neither the District nor any other person or entity will undertake any responsibility after the issuance of the Series 2015 Bonds to assure maintenance of the ratings or to oppose any revisions or withdrawals thereof, nor has the District or any other person or entity undertaken any responsibility to bring to the attention of any holders of any of the Series 2015 Bonds of any proposed revision, suspension or withdrawal of a rating.

UNDERWRITING

The Series 2015 Bonds are being purchased by the Underwriters at a price of \$ _____, which represents the par amount of the Series 2015 Bonds (\$ _____), less an underwriting discount of \$ _____, plus accrued interest from the date of the Series 2015 Bonds to the date of delivery. The Underwriters intend to offer the Series 2015 Bonds to the public. The initial public offering price set forth on the cover page may be changed by the Underwriters. The Underwriters may offer the Series 2015 Bonds to certain dealers and others at prices lower than the public offering price set forth on the cover page.

LEGAL MATTERS

The legality and validity of the Series 2015 Bonds and their issuance by the District are subject to the approval of Capell & Howard, P.C., Montgomery, Alabama, Bond Counsel, whose approving opinion will be printed on the Series 2015 Bonds. Such opinion is expected to be in substantially the form attached hereto as APPENDIX F. See "APPENDIX F-Proposed Bond Counsel Opinion". Certain legal matters respecting the District will be passed on by its counsel Gilpin & Givhan, P.C., Montgomery, Alabama. Certain legal matters will be passed on by the Underwriters by its counsel, Rushton, Stakely, Johnston & Garrett, P. A., Montgomery, Alabama.

The various legal opinions to be delivered concurrently with the delivery of the Series 2015 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

CONTINUING DISCLOSURE

In General

In order to provide continuing disclosure with respect to the Series 2015 Bonds in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, each of the District, the City and the County will enter into a Continuing Disclosure Agreement ("Disclosure Agreement") for the benefit of the holders of that series of the Series 2015 Bonds.

Under each Disclosure Agreement, each of the District, City and County will agree to provide certain information and notices to the Municipal Securities Rulemaking Board ("MSRB") in compliance with the requirements of the Rule ("Continuing Disclosure") as summarized.

Annual Disclosure

Each of the City and County (each an "Obligor") shall annually provide within 180 days after the end of its fiscal year the following financial information and operating data relating to the Obligor providing the same on an annual basis (the "Annual Financial Information"):

- (A) the assessed value of all taxable property within the territorial limits of the Obligor relating to the previous fiscal year;
- (B) total ad valorem tax collections for the previous fiscal year of the Obligor;
- (C) total sales and use tax collections for the previous fiscal year of the Obligor;
- (D) a list of the outstanding principal amounts of all general obligation indebtedness of the Obligor as of the end of the previous fiscal year;
- (E) a statement of revenues, expenditures and changes in fund balances for the Obligor's General Fund for the previous fiscal year; and
- (F) a copy of the Obligor's General Fund budget for the then current fiscal year.

To the extent any item of information listed above is dependent on receipt of updated information from the Montgomery County Revenue Commissioner or any other third party, each Obligor will provide the information, if and when received. If the information is not available by the filing deadline, then each Obligor will comment in its annual report filed that such information was requested, was not available from the designated third party by the filing deadline and will be provided promptly following receipt. To the extent the information is dependent on audited financial information which is not available by the filing deadline, the information provided will contain unaudited figures.

In addition, if not submitted as part of the Annual Financial Information, the Obligors shall provide the audited financial statements, prepared on the basis of the same accounting principles with which the Obligor's audited financial statements attached hereto as an appendices were prepared unless otherwise noted in such audited financial statements. If such audited financial statements are not available, the Obligor shall provide unaudited statements. See APPENDICES B and D herein.

Each Obligor shall provide in a timely manner to the MSRB notice specifying any failure of the Obligor to provide the Continuing Disclosure by the date specified in the Disclosure Agreement for that Obligor.

If the District prepares audited financial statements, then, in accordance with the provisions of the Rule, the District agrees to cause to be provided to the MSRB, within thirty (30) days of its receipt, such audited financial statements. Any such financial statements, if any are prepared, shall be prepared in accordance with generally accepted accounting principles. In no event shall the District's agreement under its Disclosure Agreement to file audited financial statements if any such audited statements are prepared for the District require the District to cause to be prepared any such audited financial statements or be deemed to constitute an agreement or covenant of the District to cause any of such financial statements to be prepared. The District has no assets or properties.

Event Disclosure

Each Obligor and the District shall provide in a timely manner to the MSRB notice of the occurrence of any of the following events with respect to the Series 2015 Bonds ("Notice Event"), not later than ten business days after the occurrence of any of such events:

- (a) principal and interest payment delinquencies with respect to the Series 2015 Bonds;
- (b) non-payment related defaults, if material, with respect to the Series 2015 Bonds;
- (c) unscheduled draws on debt service reserves with respect to the Series 2015 Bonds reflecting financial difficulties of the District;
- (d) unscheduled draws on credit enhancements with respect to the Series 2015 Bonds reflecting financial difficulties of the District;
- (e) substitution of credit or liquidity providers or their failure to perform with respect to the Series 2015 Bonds;
- (f) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (From 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2015 Bonds or other material events affecting the tax-exempt status of interest on the Series 2015 Bonds;
- (g) modifications of the rights of the registered owners, if material, with respect to the Series 2015 Bonds;
- (h) bond calls, if material, and tender offers with respect to the Series 2015 Bonds;
- (i) defeasance of the lien of the Series 2015 Bonds or the occurrence of circumstances, which, pursuant to such authorizing proceedings, would cause the Series 2015 Bonds, or any of them, to be no longer regarded as outstanding thereunder;
- (j) release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
- (k) rating changes for the Series 2015 Bonds;
- (l) bankruptcy, insolvency, receivership or similar event with respect to the District or an Obligor; provided, for the purposes of the event identified herein, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District or an Obligor in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District or an Obligor, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District or an Obligor in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District or an Obligor;
- (m) the consummation of a merger, consolidation, or acquisition involving an Obligor or the sale of all or substantially all of the assets of an Obligor, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Annual Financial Information and notice of Notice of Events are required to be filed electronically with the MSRB in the form and of the content required by the MSRB, including the Electronic Municipal Market Access System ("EMMA"), which is operated by the MSRB, and with any Alabama state information repository. EMMA may be reached

at www.emma.msrb.org.

Termination and Resignation

The covenants and obligations of the Obligor and District specified above as to the Series 2015 Bonds will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all of the Series 2015 Bonds.

Each of the Obligor reserves the right to terminate its respective obligation to provide Annual Financial Information and notice of Notice of Events, as set forth above, with respect to a series of the Series 2015 Bonds, if and when such Obligor or District, as the case may be, no longer remains an obligated person with respect to the Series 2015 Bonds within the meaning of the Rule.

The Obligor and the District can give no assurance that the information to be disclosed is all of the information which may affect the market price or the value of the Series 2015 Bonds.

Amendment

Each of the Obligor and the District reserve the right to modify their respective obligations described above and to modify from time to time the specific types of information provided or the format of the presentation of such information, all without Holder consent, provided that such modification complies with the Rule as it exists at the time of modification and satisfies the following conditions as applicable:

(i) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(ii) An opinion of counsel expert in federal securities laws acceptable to both the District and the Obligor is received to the effect that such amendment does not materially impair the interests of the holders (within the meaning of the Rule) of the Series 2015 Bonds then outstanding.

Defaults

Any failure by an Obligor or the District to comply with the provisions of the Disclosure Agreement or its continuing disclosure obligations under the Rule shall never subject the Obligor or the District to money damages in any amount, whether compensatory, penal or otherwise, to the Trustee or Holders of the Series 2015 Bonds.

If an Obligor or the District fails to comply with any covenant or obligation specified in their applicable Disclosure Agreement or otherwise with its obligations for Continuing Disclosure, any holder (within the meaning of the Rule) of the Series 2015 Bonds then outstanding may, as its only remedy, proceed to protect and enforce its rights and the rights of the other holders by an action for mandamus or specific performance of the Obligor's or District's covenant to provide the required information if the Obligor or District fails to cure such failure within thirty (30) days after written notice of the failure.

Notwithstanding anything herein to the contrary, any failure of an Obligor of the District to comply with any covenant or obligation specified above shall not be deemed to constitute an "Event of Default" under the Indenture.

Additional Disclosure

The District or an Obligor may from time to time disclose certain information and data in addition to the Continuing Disclosure, if in the judgment of such Obligor or the District, as the case may be, any such other event as material with respect as to the Series 2015 Bonds, but neither of the Obligor nor the District undertakes to provide any such notice of the occurrence of a material event except the Notice Events. Notwithstanding anything herein to the contrary, neither the

District nor either Obligor shall incur any obligation to continue to provide, or to update, such additional information or data.

Failures

County

During the previous five years, the County has failed to file its Annual Financial Information on or before the due date as required on the terms of the prior continuing disclosure undertakings entered into by it pursuant to the Rule. Specifically, on November 19, 2010, the County filed its audited financial statement for the fiscal year ending September 30, 2009; on January 24, 2012, the County filed its audited financial statements for the fiscal year ending September 30, 2010; on November 26, 2012, the County filed its audited financial statements for the fiscal year ending September 30, 2011; on October 1, 2013, the County filed its audited financial statements for the fiscal year ending September 30, 2012; and on January 1, 2015, the County filed its audited financial statements for the fiscal year ending September 30, 2013; on April 29, 2014, the County filed its Annual Financial Information for the fiscal year ending September 30, 2013; on December 15, 2014, the County filed its audited financial statement for the fiscal year ending September 30, 2013, all of such dates were past the date required to be filed under their respective continuing disclosure undertakings. On April 29, 2014, the County filed its Annual Financial Information for the fiscal year ending September 30, 2013, which also contained operating data for its fiscal years ending September 30th for each of 2010 through 2012. The audited financial statements and other information heretofore filed by the County do not include the assessed value of all taxable property within the County, the County's General Fund Budget for the then current fiscal years, or certain other information required under the terms of the prior continuing disclosure undertakings entered into by the County pursuant to the Rule, some of which undertakings are no longer in effect. The audited financial statements for fiscal year 2014 were not filed by the required filing deadline and still are not available. The County filed a form of unaudited financial information for the fiscal year ending September 30, 2014 and its budget for fiscal year 2014 on December 31, 2014 and an updated version of the same information on April 8, 2014. In addition, certain notices for rating agency upgrades and downgrades of the County and notices of late filing were not posted in a timely manner.

City

During the previous five years, the City has failed to file its Annual Financial Information on or before the due date as required on the terms of its prior continuing disclosure undertakings entered into pursuant to the Rule. Specifically, on October 29, 2012, the City filed its audited financial statements for the fiscal year ending September 30, 2010; on November 8, 2012, the City filed its audited financial statements for the fiscal year ending September 30, 2011; on May 13, 2013, the City filed its audited financial statements for the fiscal year ending September 30, 2012; on April 7, 2015, the City has filed its audited financial statements for the fiscal years ending September 30, 2013 and September 30, 2009. On March 20, 2015, the City filed its audited financial statements for the fiscal year ending September 30, 2014. The audited financial statements contain the updated operating data required by the prior continuing disclosure undertakings of the City. In addition, certain notices for rating agency upgrades and downgrades of the City and notices of late filings were not posted in a timely manner.

FINANCIAL STATEMENTS AND OTHER APPENDICES

The financial statements of the County as of September 30, 2013 for the fiscal year then ended, is included in this Official Statement as APPENDIX B, respectively, have been audited by the State Department of Public Examiners. The City's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2014 for the fiscal year then ending, are included in this Official Statement as Appendix D and have been audited by Jackson Thornton & Co., C.P.A. of Montgomery, Alabama, independent certified public accountants, as set forth in their report letter dated March 10, 2015, which report letter also appears in APPENDIX D. The Appendices attached to this Official Statement are an integral part thereof and should be carefully reviewed for a complete understanding of all pertinent information with respect to the Series 2015 Bonds and their security and source of payment.

PREPARATION AND CIRCULATION OF OFFICIAL STATEMENT

The information in this Official Statement has been provided by the District, the City and the County based on information and data which it believes to be correct, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representation is made that such estimates or assumptions are correct or will be realized.

MISCELLANEOUS

NEITHER THIS OFFICIAL STATEMENT NOR ANY STATEMENT WHICH MAY HAVE BEEN MADE ORALLY OR IN WRITING IS TO BE CONSTRUED AS A CONTRACT WITH THE REGISTERED OWNERS OF ANY OF THE SERIES 2015 BONDS.

No person, including any broker, dealer or salesman, has been authorized to give any information or make any representation other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the District.

Any information or expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an indication that there has been no change as to the affairs of the District since the date hereof.

INsofar AS ANY STATEMENTS ARE MADE IN THIS OFFICIAL STATEMENT INVOLVING MATTERS OF OPINION OR ESTIMATES OR PROJECTIONS, WHETHER OR NOT SO EXPRESSLY STATED, THEY ARE SET FORTH AS SUCH AND NOT AS REPRESENTATIONS OF FACT, AND NO REPRESENTATION IS MADE THAT ANY OF THE ESTIMATES OR PROJECTIONS WILL BE REALIZED.

Certain statements contained in this Official Statement, including, without limitation, statements containing the words "estimates", "believes", "anticipates", "expects" and words of similar import, constitute "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements have both known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the District to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include, among others, population trends, political and economic developments that could adversely affect the collection of revenues. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements. The District disclaims any obligation to update any such factors or to publicly announce the results of any revision to any of the forward-looking statements contained herein to reflect future events or developments.

All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete, and references made to such laws and documents for full and complete statements of their respective provisions.

All of the descriptions and summaries of the statutes, resolutions, opinions, agreements, financial data, revenue projections, engineering studies, and other related reports described in this Official Statement and the appendices hereto are made subject to all the provisions of such documents in their entireties. The descriptions and summaries do not purport to be complete statements of such provisions and reference must be made to such documents for full and complete statements of their provisions, copies of which are either publicly available or available for inspections during normal business hours at:

The Montgomery County Public Education Cooperative District
307 South Decatur Street
Montgomery, Alabama 36104

[Execution to Follow on Next Following Page]

The distribution of this Official Statement has been approved by the Board of Directors of the District and is dated as of the date set forth below.

**THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

By: _____
As Its Chairman

Dated: April __, 2015

APPENDIX A

THE COUNTY

See Attached.

APPENDIX A - THE COUNTY

Employee Relations

The County considers relations with its employees to be satisfactory. The County does not bargain collectively with any labor union or employee organization.

COUNTY FINANCIAL SYSTEM

General

The financial transactions of the County are audited by the State Department of Examiners of Public Accounts (the "Department"). The most recent audited financial statements prepared by the Department are for the fiscal year ended September 30, 2013. A copy of such audited financial statements is attached hereto as APPENDIX B. Certain information in this Official Statement is based on unaudited financial information of the County for the fiscal year of the County that ended on September 30, 2014.

Budget Process

The County Commission prepares an annual budget for each fiscal year of the County. The budget process begins in May of each year when the heads of the various county departments are asked to prepare and submit budget requests for the immediately succeeding fiscal year. The departmental requests are reviewed by the County Commission upon its receipt thereof (usually in June or July) and public hearings are conducted in July and August to provide an opportunity for any interested person to offer comments with respect to the proposed budget. Following the public hearings, the County Commission may modify any departmental budget request to such extent as it deems appropriate.

Budgeted revenues are based on estimated current revenue trends. No projected growth is factored into the budgeting process. Revenue estimates are prepared in June using actual collections to date and estimates for the remaining months. Operating expenses have been budgeted and funded on a level basis since 2009.

The County Commission is required to adopt the annual budget not later than its first meeting in October of the fiscal year to which such budget is to apply. The appropriations must not exceed the total revenues available for appropriation. Expenditures may not legally exceed appropriations. Budgets may be adjusted during the fiscal year when approved by the County Commission. Any changes must be within the revenues and reserves estimated to be available.

Formal budgeting integration is used during the fiscal year as a management control device for the County's General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds. The budget is adopted on a departmental "line-item" basis consistent with generally accepted accounting principles. Budget control is maintained at the departmental line-item level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors.

Accounting System

The accounting system of the County is organized on the basis of funds. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped, for accounting and reporting purposes, into two broad fund categories as described below.

Governmental Funds. Most of the basic services are reported in governmental funds. These funds are reported using the current financial resources focus and the modified accrual basis of accounting. The County maintains the following governmental funds:

General Fund. The general fund is the primary operating fund of the County Commission. Like most Alabama counties, a significant portion of the revenues of the County are designated or earmarked for specific purposes. The General Fund accounts for receipts and expenditures of all funds not otherwise classified or restricted. The County Commission primarily receives revenues from the collection of ad valorem taxes, sales and use taxes, charges for services and revenues collected by the State of Alabama that are shared with the County. Amounts to self-insure the County for obligations relating to worker's compensation benefits, employee health benefits, retired employees' life insurance benefits and civil liability are also accounted for in the General Fund. The General Fund is also used to report the

expenditure of the 7-cent State gasoline tax revenues for the construction, improvement, maintenance and supervision of highways, bridges and streets, and for the retirement of bonds or warrants for which gasoline tax revenues have been pledged. Expenditures of special county property taxes for building and maintaining public buildings, roads and bridges are accounted for in this fund as well.

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

Special Revenue Funds. These funds are used to account for the proceeds of specific revenue sources (other than those derived from special assessments or dedicated for major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action.

Debt Service Funds. These funds are used to account for the accumulation of resources for, and the payment of, the principal and interest on bonds, warrants and other indebtedness issued by the County.

Capital Projects Funds. These funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government wide financial statements because the resources are not available to support the County's own programs. The County maintains the following fiduciary funds:

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

Agency Funds. These funds are used to report assets held by the County in a purely custodial capacity. The County Commission collects these assets and transfers them to the proper individual, private organization, or other government.

Comparative Statement of General Fund Revenues, Expenditures and Changes in Fund Balances

The table on the following page sets forth revenues, expenditures and changes in fund balances for the County's General Fund for the fiscal years ended September 30, 2011 through 2014. The General Fund represents the primary source from which the County pays debt service on its outstanding general obligation indebtedness (including the County's obligations under the Lease). The summaries shown on the following page should be read in conjunction with the audited financial statements of the County, to the extent available. The 2014 amounts reflected are preliminary and unaudited.

[See Table on Next Following Page]

**MONTGOMERY COUNTY, ALABAMA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEARS INDICATED**

REVENUES	<u>2014*</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Taxes	\$65,105,161	\$63,189,678	\$62,438,734	\$60,817,175
Licenses and Permits	642,709	545,301	523,119	518,621
Intergovernmental	6,419,317	5,878,122	6,250,012	5,677,480
Charges for Services	5,640,234	6,124,411	5,357,919	4,561,912
Fines and Forfeits	23,097	27,984	24,695	23,218
Miscellaneous	<u>4,137,047</u>	<u>4,166,806</u>	<u>4,280,146</u>	<u>5,588,703</u>
TOTAL REVENUES	\$81,967,565	\$79,932,302	\$78,874,624	\$77,187,109
EXPENDITURES				
Current:				
General Government	\$26,083,938	\$24,915,443	\$24,956,160	\$24,715,575
Public Safety	27,708,697	28,222,387	28,380,758	29,272,298
Highways and Roads	6,064,465	5,565,979	6,040,643	7,665,292
Sanitation	126,314	135,047	167,627	122,058
Health	1,241,164	1,271,891	1,293,488	1,305,131
Welfare	717,194	458,209	764,292	1,055,419
Culture and Recreation	1,751,233	1,742,077	1,838,941	1,609,216
Education	905,804	915,727	799,679	750,377
Other	2,252,430	1,850,654	2,079,097	1,957,860
Capital Outlay	3,474,526	1,987,198	1,394,715	1,167,574
Debt Service:				
Principal Retirement	2,298,024	2,263,040	1,564,672	2,382,825
Interest	2,870,504	3,358,595	3,674,158	3,776,684
Intergovernmental	--	--	--	--
Debt Issuance Costs	<u>431,900</u>	<u>149,680</u>	<u>--</u>	<u>--</u>
TOTAL EXPENDITURES	\$75,926,193	\$72,836,229	\$72,954,231	\$75,780,309
Excess (deficiency) of Revenues Over Expenditures	<u>6,041,372</u>	<u>7,096,073</u>	<u>5,920,393</u>	<u>1,406,801</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	500,000	-
Debt Issued	43,270,986	9,985,000	4,416,936	-
Discount on Debt Issued	5,558,251	(145,174)	-	-
Sale Of Capital Assets	892,460	152,408	275,446	353,658
Payments to Escrow Agents	(42,168,244)	(8,885,863)	-	-
Transfers Out	<u>(10,106,601)</u>	<u>(5,814,253)</u>	<u>(10,113,942)</u>	<u>(6,090,090)</u>
Total Other Financing Sources (Uses)	(2,553,148)	(4,707,882)	(4,921,561)	(5,736,432)
Net Change	3,488,224	2,388,191	998,833	(4,329,632)
Fund Balance - Beginning of Year				
(as restated)	<u>33,902,200</u>	<u>31,514,009</u>	<u>30,515,176</u>	<u>34,844,808</u>
Fund Balance	<u>\$37,390,424</u>	<u>\$33,902,200</u>	<u>\$31,514,009</u>	<u>\$30,515,176</u>

*Unaudited and preliminary

General Fund Budget - Fiscal Year 2015

The table below presents the County's General Fund budget for the fiscal year ending September 30, 2015:

	Budgeted Amounts Original
Revenues	
Taxes	\$ 64,506,500
Licenses and Permits	552,150
Intergovernmental	5,485,180
Charges for Service	5,655,600
Fines and Forfeitures	25,000
Miscellaneous	4,469,745
Total Revenues:	80,694,175
Expenditures	
Current:	
General Government	27,189,260
Public Safety	30,506,799
Highways and Roads	7,026,422
Sanitation	139,823
Health	1,232,319
Welfare	500,766
Culture and Recreation	1,594,282
Education	277,825
Other	1,777,293
Capital Outlay:	
Capital Outlay	1,752,756
Debt Service:	
Principal Retirement	2,269,689
Interest and Fiscal Charges	3,093,702
Total Expenditures:	77,360,936
Excess (Deficiency) Revenues Over (Under) Expenditures:	3,333,239
Transfers in	500,000
Total Transfers in:	500,000
Sale of Capital Assets	190,000
Total Sale of Capital Assets:	190,000
Transfers Out	(5,447,710)
Total Transfers Out:	(5,447,710)
Net Change in Fund Balances	(1,424,471)

Tax Collections

The following table sets forth collections of certain major sources of tax revenue for the fiscal years ended September 30, 2011 through 2014:

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Ad valorem taxes	\$18,966,763	\$19,111,071	\$19,129,217	\$19,562,826
Sales and use taxes*	41,600,758	40,158,593	39,518,927	38,737,792

* Reflects only the sales and use taxes levied for general County purposes; excludes sales and use taxes levied for the Montgomery County Board of Education. See "SALES AND USE TAXES" herein.
Source: County Commission.

Ad Valorem Taxes. Ad valorem taxes are levied under various provisions of the constitution and laws of the State of Alabama and may be used only for the purpose or purposes for which they are levied. The County levies a 5.0 mill tax for general governmental purposes, proceeds of which are deposited in the General Fund. The County also levies a 2.5 mill tax the proceeds of which are restricted to use for the construction of public buildings, roads and bridges in the County and a 5.0 mill tax the proceeds of which are restricted to use for fire protection in the portion of the County outside the corporate limits of the City of Montgomery and the Town of Pike Road. Under present law, the rates at which local ad valorem taxes are levied may be increased only after approval by the Legislature of Alabama and a majority vote of the qualified electors of the County. See "AD VALOREM TAXATION" herein.

Sales and Use Taxes. The County levies sales and use taxes generally at a rate of two and one-half percent, with one and one-half percent being levied for general County purposes and one percent being levied for the Board of Education of Montgomery County and paid directly to the Board. See "SALES AND USE TAXES" herein.

Other Taxes. Other tax revenues of the County include license taxes, deed and mortgage taxes, beer and wine taxes and certain other taxes accounting for an insignificant portion of the County's tax revenues. The State of Alabama levies a \$.07 per gallon gasoline tax, a \$.05 per gallon gasoline tax and a \$.04 per gallon gasoline tax. The State remits a portion of the proceeds of these taxes to each county according to a distribution formula based on population and miles of roads. The Constitution of Alabama requires that all State gasoline tax proceeds be used only for construction and maintenance of roads and bridges.

The County levies and collects a lodgings tax at the rate of \$2.25 for each day or portion of a day such lodging is provided by hotels or motels located in the County.

Personnel and Retirement System

The Commission participates in the Employees' Retirement System of Alabama, an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for the various state agencies and departments. Substantially all employees of the Commission are members of the Employees' Retirement System of Alabama. Membership is mandatory for covered or eligible employees of the Commission. Benefits vest after 10 years of creditable service. The Employees' Retirement System was established as of October 1, 1945, under the provisions of Act Number 515, Acts of Alabama 1945, for the purpose of providing retirement allowances and other specified benefits for State employees, State police, and on an elective basis to all cities, counties, towns and quasi-public organizations. The responsibility for general administration and operation of the Employees' Retirement System is vested in the Board of Control.

The provisions of Act Number 2012-377, Acts of Alabama, established a new defined benefit plan tier, Tier 2, for employees hired on or after January 1, 2013. Employees who were hired prior to January 1, 2013 are considered to be Tier 1 employees. Tier 1 regular employees and full-time law enforcement officers of the Commission are required by statute to contribute 5 percent and 6 percent, respectively, of their salary to the Employees' Retirement System (RSA). For Tier 2 employees and full-time law enforcement officers the contribution rate is 6 percent and 7 percent respectively of their salary. The Commission is required to contribute the remaining amounts necessary to fund the actuarially determined contributions to ensure sufficient assets will be available to pay benefits when due. The contribution requirements of the Commission are established by the Employees' Retirement System based on annual actuarial valuations. The employer's contribution rate for the year ended September 30, 2014 was 11.11 percent for Tier 1 employees and 8.81 percent for Tier 2 employees, based on the actuarial valuation performed as of September 30, 2012. The percentages for the year ending September 30, 2015 did not change and will remain at the 2014 amounts.

The Employees' Retirement System does not undertake to fund the retirement plans of participating local governmental units. The Employee's Retirement System acts only in an administrative capacity, and then only upon the election of the local governmental units. The statute permitting such election provides that "The retirement system shall not be liable for the payment of any pensions or other benefits on account of the employees or pensioners of any employer under this section, for which reserves have not been previously created from funds contributed by such employer or its employees for such benefits." The statute further provides that the agreement of a local government to contribute to the Employees' Retirement System on account of its employees is irrevocable, but should it become financially unable to make the normal contribution, administrative charge and accrued liability contribution, the County would be deemed to be in default under the Employees' Retirement System.

In the event any participating local government elects to withdraw from the Employees' Retirement System by mutual agreement with employees, the statute provides that the rights and privileges of existing beneficiaries shall not, as a result of such withdrawal, be diminished or impaired. Upon any such withdrawal, the statute requires the actuary to certify to the local government the actuarial determination of the reserves necessary to provide existing benefits and provides that the local government shall agree to appropriate such amounts as may be necessary to maintain existing benefits.

In addition to the pension benefits described above, the County provides the following postretirement benefits, which are funded by the respective County departments for which the covered retirees worked:

- (i) Health Care Benefits - In accordance with Act No. 630, Acts of Alabama, 1975, the County provides primary health insurance for retirees under the age of 65 and secondary health insurance (Medicare supplement) for those retirees 65 years and older. Each month the County contributes the amount of money necessary to pay the Commission approved health insurance premium for retired employees. Monthly premiums for the fiscal year ended September 30, 2014, were \$565 per retiree. Approximately 375 retirees participate in this plan.
- (ii) Life Insurance Benefits - In accordance with Act No. 86-199, Acts of Alabama, 1975, the Commission provides to an eligible retired employee's beneficiary and/or beneficiaries, one-half of the amount of employee life insurance as follows:

Employee Retired Prior to October 1, 1995

	<u>Benefit</u>
Salary over \$15,000	\$6,000
Salary of \$10,000 to \$15,000	5,000
Salary below \$10,000	4,000

Employee Retired after October 1, 1995

	<u>Benefit</u>
Salary over \$30,000	\$10,000
Salary of \$20,000 to \$30,000	8,000
Salary below \$20,000	6,000

Death benefits are paid from the Retired Employees' Life Insurance Fund. Expenditures, amounting to \$61,000 for the fiscal year ended September 30, 2014, were recognized on the death claims of beneficiaries. When the Retired Employees' Life Insurance Fund was established, money was advance-funded on an actuarially determined basis. In addition, funds are transferred each month from the General Fund to the Retired Employees' Life Insurance Fund at the rate of \$3.00 per \$1,000.00 per year of benefit obligation of retirees. This was determined as the actuarial deposit required to support the Retired Employees' Life Insurance Fund. During the fiscal year ended September 30, 2014, \$75,000 was paid by the General Fund to the Retired Employees' Life Insurance Fund to fund the expected future benefits.

The County implemented GASB Statement Number 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions* in 2009. As a result, the County has recognized a net other postemployment benefit (OPEB) liability of \$18.6 million through September 30, 2013.

The County is self-insured for employee and retiree health costs, with the County funding approximately 80% of the total cost. In 2008 the County began operation of an On-site Healthcare Clinic for County employees and their dependents. In 2009 the clinic was also made available to County retirees and their dependents. The City of Montgomery and the Montgomery Water Works and Sewer Board have partnered with the County and an additional clinic was opened in 2010. The clinic is expected to reduce costs by providing health services normally provided by private care physicians. The use of the clinics is completely voluntary. The County portion of health insurance was budgeted at an increase of 7% for fiscal year 2014 and another 7% increase budgeted for 2015. Employee contribution rates increased approximately 5% to 12% depending on coverage, as of October 1, 2014.

Litigation

There is not now pending or threatened any litigation restraining, enjoining or in any manner questioning or affecting: the creation, organization or existence of the County; the title of the present members of the County Commission or other officers of the County to their respective offices; the validity of the County Funding Agreement or County Warrant; or the proceedings and authority pursuant to which the County Funding Agreement or County Warrant has been executed and delivered.

The County is a defendant in numerous suits and has been notified of numerous claims against it arising from alleged defective sidewalks and streets, alleged negligence relating to motor vehicles and other matters relating to the normal operation of a county such as employment and contract disputes, as well as suits and claims arising from alleged denial of civil rights. Some of these pending and threatened actions involve claims for substantial monetary damages. Section 11-93-1 et seq. of the Code of Alabama (1975), as amended, places a limit of \$100,000 with respect to the County's liability for any bodily injury or death resulting from a negligent or wrongful act of one of the County's agents, officers, or employees. That provision further places a limit of \$300,000 with respect to the County's liability for personal injuries and deaths arising from a single occurrence. The Supreme Court of Alabama has upheld the constitutionality of this statute. The County carries liability insurance to cover certain liability risks. With respect to such pending or threatened litigation, the County believes it has adequate insurance to protect itself or that there are meritorious defenses in each instance where there is an uninsured claim. The County does not believe that such suits and claims will impair its ability to perform any of its other obligations.

DEBT MANAGEMENT

General

The principal forms of indebtedness that the County is authorized to incur include general obligation bonds, general obligation warrants, general obligation bond anticipation notes, special or limited obligation warrants, various revenue anticipation bonds, and warrants relating to enterprises. In addition, the County has the power to enter into certain leases which constitute a charge upon the general credit of the County. Under existing law, the County may issue general obligation bonds only after a favorable vote of the County electorate. General and special obligation warrants issued for certain specified purposes may be issued without voter approval. Existing statutes also permit the County, without the approval of the electorate, to enter into certain financing lease arrangements with county public building authorities with respect to needed buildings and facilities.

The County Financial Control Act, enacted in 1935 in an effort to put Alabama counties on a "pay-as-you-go" basis, generally prohibits the issuance of warrants by counties unless at the time of such issuance funds are available for their payment. This Act has, however, been judicially construed not to apply to long-term warrants payable solely out of a county's share of the state gasoline tax nor to certain special or limited obligation county warrants issued for certain capital purposes. In addition, Section 11-28-2 of the Code of Alabama (1975), as amended, and the various statutes authorizing Alabama counties to issue general and special obligation warrants for certain special capital and other similar purposes, expressly negate the application of the County Financial Control Act to such warrants. With certain narrow exceptions, however, Alabama counties may not incur long-term debt for payment of current operating expenses, and the County Financial Control Act has the practical effect of prohibiting deficit financing for current operations.

The County has never defaulted in the payment of debt service on its bonds, warrants or other funded indebtedness, nor has the County ever refunded any funded indebtedness for the purpose of preventing or avoiding such a default.

Outstanding Indebtedness

As of January 1, 2015, the County has the following general obligation warrants outstanding:

	Principal Outstanding
General Obligation Warrants, Series 2007	\$34,405,000
General Obligation Warrants, Series 2010-A	10,465,000
General Obligation Warrant (Energy Conservation Project), Series 2012	3,968,232
General Obligation Warrant (Energy Conservation Project), Series 2014	<u>4,350,986</u>
Total	\$53,189,218

The County in connection with the District's 2015 Bonds is issuing the County's \$15,660,000 General Obligation Warrant, Series 2015 ("County Warrant").

The County, the City of Montgomery (the "City") and the Montgomery County Board of Education entered into an Agreement for Construction of Schools dated April 7, 1997 (the "County Funding Commitment"), in which the County agreed to pay 15.84% of the total debt service on the City's \$30,000,000 principal amount of General Obligation Warrants, Series 1997 (the "Series 1997 Warrants"). The City issued its \$26,035,000 General Obligation Refunding Warrants, Series 2005B (the "Series 2005B Warrants") to advance refund the Series 1997 Warrants. The County shared in the debt service savings from the refunding of the Series 1997 Warrants and is now obligated to pay 15.84% of the total debt service on the Series 2005B Warrants. The County Funding Commitment was outstanding as of October 1, 2014 in the amount of \$1,478,664.

The County allows employees to accrue annual leave, sick leave and compensatory leave subject to certain limits. Upon separation or retirement, employees are entitled to payment for accrued annual, sick and compensatory leave. As of September 30, 2014, the County's estimated liability for accrued annual, sick and compensatory leave was approximately \$6,902,666 (unaudited).

After issuance of the County Warrant, the only indebtedness of the County that will be payable from its general revenues will be the County Warrant, the Series 2007 Warrants, the Series 2010-A Warrants, the Series 2012 Energy Warrant, the Series 2014 Energy Warrant, the County Funding Commitment and the County's obligation under the Lease with respect to the Warrants of the Montgomery County Public Building Authority (Series 2006, Series 2012, Series 2014 and Series 2015). The total debt service obligations of the County with respect to its indebtedness that will be payable from its general revenues will be as follows:

Period Ending	County Warrant	Authority Warrants (Lease Obligation)	County Funding Agreement	Series 2007	Series 2010A	2012 Energy Warrant	2014 Energy Warrant	Aggregate Debt Service
9/30/2015	—	4,600,728	407,797	3,601,839	1,251,800	398,587	421,908	10,682,659
9/30/2016	1,079,112	4,860,585	405,443	3,607,089	1,248,400	398,587	404,844	12,004,060
9/30/2017	1,078,640	4,863,523	405,264	3,601,964	1,250,150	398,587	401,567	11,999,695
9/30/2018	1,075,440	4,475,060	406,216	3,913,339	1,349,500	398,587	394,436	12,012,578
9/30/2019	1,077,140	4,861,135	-	3,921,058	1,355,375	398,587	395,803	12,009,098
9/30/2020	1,078,640	4,904,150	-	3,913,551	1,315,500	398,587	393,042	12,003,470
9/30/2021	1,074,940	4,885,259	-	3,923,701	1,333,875	398,587	389,540	12,005,902
9/30/2022	1,076,140	4,883,759	-	2,766,811	2,543,250	398,587	386,276	12,054,823
9/30/2023	1,077,140	4,886,368	-	2,770,435	2,547,125	398,587	382,922	12,062,577
9/30/2024	1,077,250	7,433,815	-	2,767,788	-	398,587	379,680	12,057,120
9/30/2025	1,078,750	7,431,660	-	2,768,875	-	398,587	375,929	12,053,804
9/30/2026	1,079,000	7,430,160	-	2,769,625	-	398,588	372,287	12,049,660
9/30/2027	1,078,000	7,429,835	-	2,769,250	-	398,586	368,543	12,044,214
9/30/2028	1,075,750	7,425,823	-	2,767,500	-	-	364,767	11,633,840
9/30/2029	1,077,250	6,120,910	-	-	-	-	364,950	7,563,110
9/30/2030	1,077,250	6,125,148	-	-	-	-	-	7,202,398
9/30/2031	1,075,750	6,125,268	-	-	-	-	-	7,201,018
9/30/2032	1,077,750	—	-	-	-	-	-	1,077,750
9/30/2033	1,078,000	—	-	-	-	-	-	1,078,000
9/30/2034	1,076,500	—	-	-	-	-	-	1,076,500
9/30/2035	1,078,250	—	-	-	-	-	-	1,078,250
9/30/2036	1,078,000	—	-	-	-	-	-	1,078,000
9/30/2037	1,075,750	—	-	-	-	-	-	1,075,750
9/30/2038	1,076,500	—	-	-	-	-	-	1,076,500
9/30/2039	1,075,000	—	-	-	-	-	-	1,075,000
9/30/2040	1,076,250	—	-	-	-	-	-	1,076,250
Total	26,928,192	98,743,183	1,624,720	45,862,823	14,194,975	5,181,630	5,796,494	198,332,026

Authorized but Unissued Debt

The County has no authorized but unissued debt outstanding.

Derivatives Transactions

The County is not a party to any outstanding derivatives transactions.

Constitutional Debt Limit

The Constitution of Alabama of 1901 provides that the County's constitutional debt limit is an amount equal to 5% of the assessed value of the taxable property located within the County. Under existing law, the amount of any indebtedness chargeable against the constitutional debt limit is reduced by the amount of any escrow or sinking fund held for the payment of such indebtedness. Indebtedness chargeable against the constitutional debt limit does not include obligations payable solely from the revenues derived from a project that was acquired with the proceeds of such obligations. The indebtedness evidenced by the County Warrant, the County Funding Commitment, the Series 2007 Warrants, the Series 2010-A Warrants and the Series 2012 Warrant and the Series 2014 Warrant is chargeable against the constitutional debt limit of the County. Certain obligations payable solely out of current revenues during each fiscal year (including the County's obligations under the Lease) are not chargeable against the constitutional debt limit.

The following table shows the County's legal debt margin following the issuance of the County Warrant:

Assessed value of taxable property (as of September 30, 2014):	\$2,653,848,342
Debt limit (5% of assessed value):	132,692,417
Total outstanding indebtedness chargeable against the debt limit: ¹	<u>70,327,882</u>
LEGAL DEBT MARGIN	\$ 62,364,535

¹ Includes the outstanding principal amount of the County Warrant, the Series 2007 Warrants, the Series 2010-A Warrants, the Series 2012 Warrant, the Series 2014 Warrant, and the County Funding Commitment as of October 1, 2014.

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

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

The issuance of bonds, warrants, notes and other evidences of indebtedness pursuant to Amendment No. 772 is not subject to the County's five percent constitutional debt limit discussed above. In addition, obligations issued pursuant to Amendment No. 772 are not taken into account in determining the County's compliance with the five percent constitutional debt limit applicable to obligations that are not issued for economic development purposes pursuant to Amendment No. 772. The County has no outstanding obligations that have been issued under Amendment No. 772.

Future Debt Issuance

Future debt plans may include the issuance of debt for the Montgomery County Board of Education.

AD VALOREM TAXATION

General

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

Classification of Taxable Property

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

Class I	All property owned by utilities	30%
Class II	All property not otherwise classified	20%
Class III	All agricultural, forest and single-family, owner-occupied residential property and historic buildings and sites	10%
Class IV	Private passenger automobiles and pickup trucks owned and operated by an individual for personal or private use	15%

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

Assessment Ratio Adjustment

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

- (1) If the total assessed value of all property of a single class located within a taxing authority's jurisdiction exceeds 50% of the total assessed value of all taxable property located within the jurisdiction of such authority, then the assessment ratio with respect to that class of property may be decreased by no more than 5% from the ratio otherwise prescribed for such class;
- (2) If the total assessed value of all properties of a single class located within the jurisdiction of a local taxing authority is less than 20% of the total assessed value of all taxable property located within such jurisdiction, then the assessment ratio with respect to that class of property may be increased by no more than 5% from the ratio otherwise prescribed for such class; and
- (3) If the total assessed value of all property of a single class located within the jurisdiction of a local taxing authority exceeds 75% of the total assessed value of all taxable property located within such jurisdiction, then (i) the assessment ratio with respect to that class of property may be decreased by no more than 5% from the ratio otherwise prescribed for such class, and (ii) the prospective assessment ratio for all other classes of property may be increased by no more than 5% from the ratio otherwise prescribed for such classes.

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

Rate Adjustments

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

Ceiling on Ad Valorem Taxes

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

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

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

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

[Remainder of Page Intentionally Left Blank]

Ad Valorem Tax Rates

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

<u>Taxing Authority</u>	<u>Mills</u>
State of Alabama:	
Public School	3.0
Soldier	1.0
General Fund	<u>2.5</u>
	6.5
Montgomery County:	
General Fund	5.0
Road and Bridge	2.5
Fire Protection (outside the City of Montgomery)	5.0
School	
County-wide	3.5
District	6.5
Total millage (State and County) of ad valorem taxes levied in that portion of Montgomery County within the corporate limits of the City of Montgomery	24.0
Total millage (State and County) of ad valorem taxes levied in that portion of Montgomery County outside the corporate limits of the City of Montgomery	29.0

Source: Alabama Department of Revenue.

In addition to the statewide, countywide and special school district ad valorem taxes listed above, the following municipalities in the County levy ad valorem taxes on property within their corporate limits at the following rates:

<u>Municipality</u>	<u>Mills</u>
Montgomery	12.5
Pike Road	21.0

Source: Alabama Department of Revenue.

Assessed Valuation of Taxable Property

The following table contains the assessed value of taxable property in the County for the last five tax years:

<u>Tax Year Ended</u> <u>September 30</u>	<u>Assessed Value of Real</u> <u>and Personal</u> <u>Property</u>	<u>Assessed Value</u> <u>of</u> <u>Motor Vehicles</u>	<u>Total</u> <u>Assessed</u> <u>Value</u>
2014	\$2,328,694,702	\$325,153,640	\$2,653,848,342
2013	2,334,752,912	331,058,460	2,665,811,372
2012	2,358,736,680	312,720,060	2,671,456,740
2011	2,377,210,290	289,675,708	2,666,885,998
2010	2,447,234,700	272,577,640	2,719,812,340

Source: Montgomery County Revenue Commissioner and Judge of Probate.

Largest Ad Valorem Taxpayers

Listed below are the ten largest ad valorem taxpayers in the County on the basis of total county ad valorem taxes paid during the tax year ended September 30, 2014, on property located within the County:

Taxpayer	Assessed Value	Total County Ad Valorem Taxes Paid
Alabama Power Company	\$ 80,052,680	\$2,800,976.37
Hyundai Motor Manufacturing	201,686,020	3,012,048.81
Bellsouth Telecommunications LLC	15,615,400	553,232.65
CSX Transportation Inc.	14,912,480	483,746.32
Mobis Alabama LLC	21,348,680	388,442.50
NP/I&G Eastchase Property Owner LLC	10,616,640	387,507.36
Dixie Electric Cooperative	11,764,020	348,762.19
Wal Mart Real Estate Business Trust	9,517,280	347,380.72
Alabama Gas Corporation	9,790,040	346,741.12
Rheem Manufacturing Sales Inc.	7,609,600	277,750.40

*Collections from Hyundai Motor Manufacturing Alabama, LLC reflects the impact of certain abatements of ad valorem taxes except those for school purposes. Also, the total amounts paid has not been reduced to account for any of such taxes collected being paid to the City of Montgomery. The amounts paid also does not reflect taxes on motor vehicles collected by Montgomery County Judge of Probate or the Alabama Department of Revenue.

Source: Montgomery County Revenue Commissioner 2014.

SALES AND USE TAXES

The County levies and collects a privilege or license tax, commonly called a sales tax, against persons, firms or corporations engaged in the business of selling at retail, or otherwise consuming, any tangible personal property within the County. The County also levies a use tax on tangible personal property brought into the County for storage, usage or consumption in the County where no tax or a reduced amount of tax was collected on the initial sale. The sales and use taxes are levied pursuant to a local act applicable to the County.

The County levies sales and use taxes generally at a rate of two and one-half percent (2.5%). The sales and use tax rates applicable to agricultural machinery, manufacturing machinery and automobiles are one-third of one percent (.33%). The sales tax rate applicable to vending machines is one and one-quarter percent (1.25%). A portion of the sales and use taxes levied by the County are levied for the exclusive benefit of the Montgomery County Public Schools (the "Public Schools"). Of the 2.5% sales and use taxes levied by the County, 1% is levied exclusively for the Public Schools and the other 1.5% is levied for general County purposes. The Public Schools' share of the sales and use tax proceeds is paid for the Public Schools and is not reflected in the County's financial statements or in the historical sales and use tax collections under the heading "COUNTY FINANCIAL SYSTEM - Tax Collections" herein.

Because the State of Alabama levies sales and use taxes at the rate of 4%, the effective rate of all such taxes in the County is 6.5%, except for (i) that portion of the County which is within the taxing jurisdiction of the City of Montgomery (which levies sales and use taxes generally at a rate of 3.5%), in which area the total rate is 10% (except with respect to sales of certain specified types of personal property where the effective total rate is less) and (ii) that portion of the County which is within the taxing jurisdiction of the Town of Pike Road (which levies sales and use taxes generally at a rate of 2.25%), in which area the total rate is 8.75% (except with respect to sales of certain specified types of personal property where the effective total rate is less).

The County ordinance levying the sales and use taxes incorporates by reference the exemptions and regulations under the statewide sales and use tax act. The County sales and use taxes are collected monthly by the County. Under applicable judicial precedents, such taxes may not be levied at rates that are confiscatory or unreasonable.

CERTAIN DEMOGRAPHIC INFORMATION ABOUT THE COUNTY

General Information

The County is located in central Alabama at the intersection of Interstate Highway 85 (east and west) and Interstate Highway 65 (north and south). The City of Montgomery, the County seat of the County, is 164 miles southwest of Atlanta, 92 miles south of Birmingham, and 155 miles north of Mobile and the Gulf of Mexico. Approximately one-third of the population of the United States lives within a 600-mile radius of Montgomery.

The City of Montgomery is the Capital of the State of Alabama and the seat of County government. The City of Montgomery makes up 17.9% of the County's land area, but contains approximately 89% of the residents of the County. With a population of over 200,000, Montgomery is the third largest city in the State.

In 2002, the County was selected by Hyundai Motor Company as the location for its first United States auto assembly plant. The plant cost approximately \$1.7 billion to acquire and construct and contains approximately 2 million square feet of space, situated on approximately 1,744 acres of land, and includes a stamping facility, a paint shop, a vehicle assembly shop, a two-mile test track and an engine shop. In 2005, the auto assembly plant began production of automobiles. At full operation, the Hyundai plant is capable of producing approximately 350,000 automobiles annually. Both the Hyundai Sonata and the Hyundai Santa Fe sport utility vehicle are produced at the assembly plant.

In addition to the location and construction of the assembly plant, over 20 new Tier 1 and Tier 2 suppliers have located automobile operations in the Montgomery MSA in order to supply the needs of the plant. Of these suppliers, one is located within the City of Montgomery.

Population

The population of the County and the City of Montgomery since 1960 is shown in the following table:

Historical Population Counts

<u>Year</u>	<u>County</u>	<u>City of Montgomery</u>
1960	169,210	134,394
1970	167,790	133,386
1980	197,038	177,857
1990	209,085	187,106
2000	223,510	201,568
2010	229,363	205,764
2013*	226,659	205,764

* Estimated; U.S. Census Bureau, 2013 Population Estimates; City of Montgomery.
Source: United States Census Bureau.

Income Levels

Per capita personal income is the total income of all families and individuals in an area divided by the total population of the area. Per capita personal income in Montgomery County, the Montgomery Metropolitan Statistical Area (a geographic area made up of Montgomery County, Autauga County, Elmore County and Lowndes County; herein the "Montgomery MSA") the State of Alabama and the United States is shown below for the years indicated. Per capita personal income in the Montgomery MSA and the County are above average for the State of Alabama.

[Remainder of Page Intentionally Left Blank]

Per Capita Personal Income

	<u>2012</u>	<u>2011</u>	<u>2010</u>
Montgomery County	\$39,759	\$38,795	\$38,081
Montgomery MSA	37,905	37,044	36,259
State of Alabama	35,926	34,929	33,905
United States	43,735	42,298	40,163

Source: United States Department of Commerce, Bureau of Economic Analysis.

Median family income is the total income of all families in an area divided by the total number of families in the area. Median family income in the Montgomery MSA, the State of Alabama and the United States is shown below for the years indicated. Median family income in the Montgomery MSA has exceeded that of the State of Alabama in recent years.

Median Family Income

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
Montgomery MSA	\$59,600	\$61,500	\$60,100	\$59,300	\$59,200
State of Alabama	54,100	53,600	55,400	54,600	54,100
United States	63,900	64,400	65,000	64,200	64,400

Source: United States Department of Housing and Urban Development.

Employment and Labor Force

A comparison of the County's unemployment rate with that of the State of Alabama and the United States for the last six calendar years is as follows:

Comparative Unemployment Rates

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
Montgomery MSA	6.6%	7.5%	8.8%	8.9%	9.3%	5.1%
Montgomery County	6.9	7.7	9.1	9.1	9.3	5.2
State of Alabama	6.5	7.3	8.7	9.3	9.8	5.0
United States	7.4	8.1	8.9	9.6	9.3	5.8

Source: Alabama Department of Industrial Relations.

The ten largest employers in the Montgomery area, their principal activity and the approximate number of employees of each are as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Maxwell-Gunter Air Force Base	Federal Government	12,280
State of Alabama	State Government	11,830
Montgomery County Board of Education	Public School System	4,524
Baptist Health Systems	Hospitals/Clinics	4,300
Hyundai Motor Manufacturing Alabama, LLC	Automotive Manufacturing	3,100
ALFA Insurance Companies	Insurance	2,568
City of Montgomery	Local Government	2,500
Jackson Hospital & Clinic, Inc.	Healthcare	1,300
MOBIS Alabama, LLC	Automobile Parts Supplier	1,221
Rheem Water Heaters	Water Heater Manufacturing	1,173

Source: Montgomery Area Chamber of Commerce (2013).

**Montgomery County
Employment by Industry**

	Number <u>Employed</u>	<u>%</u>
Natural Resources, Mining and Construction	5,900	3.5
Manufacturing	18,200	10.7
Trade, Transportation, Warehousing and Utilities	30,100	17.5
Information	2,200	1.3
Financial Activity	7,300	4.3
Professional and Business Services	21,500	12.7
Education and Health Services	18,900	11.1
Leisure and Hospitality	15,200	9.0
Other Services	7,300	4.3
Government	43,600	25.6

Source: Montgomery Area Chamber of Commerce (2013).

Housing

The following table presents information about existing housing units in the County, the Montgomery MSA and the City of Montgomery:

Montgomery Area Housing Units

		<u>Housing Units</u>		<u>Percent Change</u>	
	2010	2000	1990	2000-2010	1990-2000
City of Montgomery	92,115	86,787	76,636	6.1%	13.2%
Montgomery County	101,641	95,437	84,525	6.5	12.9
Montgomery MSA	161,573	138,882	116,754	16.3	19.0

Source: United States Census Bureau.

Military Community

Maxwell Air Force Base, including its Gunter Annex, along with the Alabama National Guard and other Department of Defense initiatives, generates a significant annual economic impact in the Montgomery area. The area's military population includes officers and enlisted personnel stationed at Maxwell Air Force Base (herein referred to as the "MAFB") and the Gunter Annex, and those attending the many schools at MAFB that comprise the Air University.

Air University, established in 1946 at MAFB, provides diversified educational programs that affect the careers of almost every Air Force member. The Air University's mission is to conduct continuing education for officers, enlisted personnel and civilians to prepare them for command, staff, leadership and management responsibilities. Air University also provides specialized education to meet Air Force requirements in scientific, technological, managerial and other professional areas. Air University is also responsible for research in many areas of aerospace and flight technology. Not only does Air University reach throughout the United States Air Force, but it also provides professional education to leaders of America's allies, and its students come from locations throughout the world.

Transportation

Air Transportation. Montgomery Regional Airport (Dannelly Field) provides service to Atlanta, Cincinnati, Memphis, Charlotte and Houston. Delta Connection, US Air Express and American Eagle serve Dannelly Field.

Railroad. The County is served by CSX Transportation. This railroad and its connections serve all parts of the South and connect the County with all other sections of the United States.

River. The Alabama River was opened to barge traffic from Montgomery to Mobile in 1972 when the last of three locks and dams was completed. This 350 mile waterway now carries more than 2 million tons of freight annually. The Alabama

9-57

State Docks Department, an agency of the State of Alabama, operates and maintains a public inland grain terminal and dock in Montgomery. The Alabama State Docks in Montgomery maintains a public dock with 100-ton capacity inside a protected barge turning basin.

Miscellaneous. The County is served by more than two dozen motor freight lines and two interstate bus lines. The County is served by a network of highways, including U.S. Interstate Highways 65 and 85, and U. S. Highways 31, 80, 82, 231 and 331, connecting the County with all parts of the State and nation.

Education

Primary and Secondary. Primary and secondary education in both the County and in the City of Montgomery is administered by the Board of Education of Montgomery County. The Montgomery County Public School System is the largest fully accredited school system in the State of Alabama.

The Montgomery County Board of Education operates 64 schools, consisting of four senior high schools, eight middle and junior high schools, 30 elementary schools, nine magnet schools, two alternative schools and one special education center. Approximately 31,470 students are enrolled in the County school system and approximately 3,940 faculty and support personnel are employed by the Montgomery County Board of Education. There are also located in the County several church-related private schools and at least two secular college preparatory schools.

Higher Education. The County serves as the home to several post-secondary educational institutions with more than 22,000 students enrolled at eight institutions. These universities and colleges are Amridge University, Auburn University at Montgomery, Alabama State University, Troy University (Montgomery Campus), Faulkner University (including the Jones School of Law), Southern Christian University, Huntingdon College, South College and Trenholm State Technical College.

Comparative Educational Attainment. The following table compares the educational attainment of persons age twenty-five or older in Montgomery County, the State of Alabama and the United States for the calendar year:

Comparative Educational Attainment

	<u>High School Graduate or Higher</u>	<u>Bachelor's Degree or Higher</u>
Montgomery County	84.7%	30.5%
State of Alabama	81.4	21.7
United States	85.0	27.9

Source: United States Census Bureau, 2010 Census; Montgomery County; Montgomery Area Chamber of Commerce.

Healthcare

The hospitals located in the County offer comprehensive health care facilities and services, and specialized medical care is available to meet the growing and changing needs of the County and the surrounding service area. There are three acute care hospitals located in Montgomery: Baptist Medical Center East (located adjacent to Auburn University at Montgomery); Baptist Medical Center South located on South Boulevard; and Jackson Hospital, located near downtown, adjacent to I-85.

APPENDIX B
COUNTY FINANCIAL INFORMATION

See Attached.

APPENDIX C

THE CITY

See Attached.

APPENDIX C - THE CITY

Employee Relations

The City considers relations with its employees to be satisfactory. No employees of the City are represented by labor unions or similar employee organizations. The City does not bargain collectively with any labor union or employee organization. As of September 30, 2014, the City had approximately 2,583 employees.

Personnel and Retirement System

The City contributes to the Employees' Retirement System of the City of Montgomery, which is a cost-sharing, multiple-employer defined benefit plan (the "Retirement System"). The Retirement System is not in any way related to the State of Alabama's retirement system. The Retirement System was established by the City to provide retirement allowances to City employees and the employees of The City of Montgomery Airport Authority. The employees covered under the Retirement System are broken into two (2) separate groups as follows: (1) Group I – most general employees of the City and The City of Montgomery Airport Authority and (2) Group II – members of the City's Fire Department and Police Department. The Retirement System is administered by a separate nine-member Board of Trustees each of whom is appointed by the City. Under the law authorizing the establishment of the Retirement System, the authority to establish and amend benefit provisions (including cost-of-living increases) is granted to such Board of Trustees.

Benefits under the Retirement System are funded through contributions made by both covered employees and the participating employers. Based on their groups, covered employees are required to contribute either six percent (6%) or seven percent (7%) of their "earnable compensation" to the Retirement System each payroll period. The participating employers are required to make annual contributions in amounts which, together with contributions of covered employees (and earnings thereon), will be sufficient to permit the payment of benefits as they come due. The participating employers' annual contributions consist of (i) "normal contributions," which are intended to cover the currently accruing cost of benefits not covered by employee contributions, and (ii) "accrued liability contributions" which are intended to cover the cost of benefits not covered by "normal contributions" and employee contributions. The "normal contributions" and "accrued liability contributions" are stated as percentages of the compensation of covered employees. The appropriate accrued liability percentage is determined as provided in the governing act and ordinance, and the appropriate normal contribution percentage is determined annually on the basis of annual actuarial valuation of the assets and liabilities of the Retirement System.

As of October 1, 2013, the City's rate of contribution for Group I and Group II employees was 9.75% and 19.10% of annual covered payroll, respectively. The contributions required of the plan members and the City are established, and may be amended by, the Board of Trustees for the Retirement System. For the year ended September 30, 2014 the City's actual contribution was \$14,588,276, which was equal to the City's required contribution for that year. Based on actuarial analysis, the Retirement System determines the value of its assets and the value of the accrued liabilities to make benefit payments. Based on such actuarial analysis, as of the January 1, 2014, the City's unfunded actuarial accrued liability relating to the Retirement System was \$168,753,306.

[Remainder of Page Intentionally Left Blank.]

The following table contains certain funding trend information for the Retirement System:

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets</u>	<u>Actuarial Accrued Liability – Entry Age</u>	<u>Unfunded Actuarial Accrued Liability</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Unfunded Actuarial Accrued Liability as of % of Covered Payroll</u>
<u>1/1/2005</u>	<u>291,211,681</u>	<u>354,021,708</u>	<u>62,810,027</u>	<u>82.26%</u>	<u>94,998,692</u>	<u>66.12%</u>
<u>1/1/2006</u>	<u>276,138,290</u>	<u>351,283,025</u>	<u>75,144,735</u>	<u>78.61%</u>	<u>90,371,587</u>	<u>83.15%</u>
<u>1/1/2007</u>	<u>291,557,649</u>	<u>369,268,711</u>	<u>77,711,062</u>	<u>78.96%</u>	<u>91,581,898</u>	<u>84.85%</u>
<u>1/1/2008</u>	<u>314,139,305</u>	<u>399,403,756</u>	<u>85,264,451</u>	<u>78.65%</u>	<u>98,665,428</u>	<u>86.42%</u>
<u>1/1/2009</u>	<u>287,305,854</u>	<u>404,943,531</u>	<u>117,637,677</u>	<u>70.95%</u>	<u>99,906,543</u>	<u>117.75%</u>
<u>1/1/2010</u>	<u>308,199,824</u>	<u>423,798,983</u>	<u>115,599,159</u>	<u>72.72%</u>	<u>96,313,443</u>	<u>120.02%</u>
<u>1/1/2011</u>	<u>312,019,112</u>	<u>445,662,767</u>	<u>133,643,655</u>	<u>70.01%</u>	<u>98,456,598</u>	<u>135.74%</u>
<u>1/1/2012</u>	<u>310,508,336</u>	<u>474,462,479</u>	<u>163,954,143</u>	<u>65.44%</u>	<u>99,195,331</u>	<u>165.28%</u>
<u>1/1/2013</u>	<u>311,423,587</u>	<u>492,587,309</u>	<u>181,163,722</u>	<u>63.22%</u>	<u>97,588,278</u>	<u>185.64%</u>
<u>1/1/2014</u>	<u>331,197,507</u>	<u>499,950,813</u>	<u>168,753,306</u>	<u>66.25%</u>	<u>96,915,268</u>	<u>174.12%</u>

[Remainder of Page Intentionally Left Blank]

The following table shows certain contribution information for the Retirement System:

<u>Year Ended</u>	<u>Annual Required Contribution</u>	<u>Actual Contribution</u>	<u>Percentage Contributed</u>
<u>12/31/2004</u>	<u>5,486,264</u>	<u>5,486,264</u>	<u>100%</u>
<u>12/31/2005</u>	<u>5,810,664</u>	<u>5,810,664</u>	<u>100%</u>
<u>12/31/2006</u>	<u>6,822,144</u>	<u>6,822,144</u>	<u>100%</u>
<u>12/31/2007</u>	<u>7,843,686</u>	<u>7,843,686</u>	<u>100%</u>
<u>12/31/2008</u>	<u>8,936,193</u>	<u>8,936,193</u>	<u>100%</u>
<u>12/31/2009</u>	<u>9,572,795</u>	<u>9,572,795</u>	<u>100%</u>
<u>12/31/2010</u>	<u>10,487,458</u>	<u>10,487,458</u>	<u>100%</u>
<u>12/31/2011</u>	<u>11,971,544</u>	<u>11,971,544</u>	<u>100%</u>
<u>12/31/2012</u>	<u>13,736,749</u>	<u>13,736,749</u>	<u>100%</u>
<u>12/31/2013</u>	<u>13,736,749</u>	<u>13,736,749</u>	<u>100%</u>

As of the January 1, 2014 actuarial valuation date, the entry age (level percentage of pay) cost method was used to determine contributions. The remaining amortization period as of January 1, 2014 was 21 years. The five-year smoothing method is used to determine the actuarial value of assets. A seven percent (7%) rate of return on investments is assumed. Certain other assumptions regarding future employment of covered employees, payroll increases, mortality and other factors have also been made in determining the actuarial valuations. Actuarial assessments are based upon a variety of assumptions, one or more of which may prove to be inaccurate or be changed in the future, and will change with the future experience of the Retirement System. Actuarial assessments are "forward-looking" information that reflect the judgment of those performing such assessments.

Other Post-Employment Benefits

The City administers a multi-employer defined benefit healthcare plan (the "Employees' Medical Insurance Plan") for employees of the City. The plan provides lifetime healthcare insurance for eligible retirees and their spouses through the City's group health insurance plan, which covers both active and retired members. The Employees' Medical Insurance Plan does not issue a publicly available financial report. At September 30, 2014, the plan had approximately 2,276 active participants and 2,173 retired members and beneficiaries. Depending on the health benefit package selected by the employee, the plan requires monthly contributions ranging from \$43 to \$204 from active participants. In addition, a biweekly contribution ranging from \$12.50 to \$16.67 is required from participants that use tobacco and from participants with increased health risks. Retirees' or their beneficiaries are required to contribute certain amounts based on level of coverage and date of retirement.

The City's annual other postemployment benefit (OPEB) cost is calculated based on the annual required contribution of the employer (ARC). The City has elected to calculate the ARC and related information using the unit credit actuarial cost method. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

The amount actually contributed to the plan by the City for fiscal year ended September 30, 2014 was \$11,712,816.

The following tables contain certain information regarding the City's OPEB cost, contributions to the Employees' Medical Insurance Plan and actuarial valuations.

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
<u>9/30/2012</u>	<u>\$27,391,140</u>	<u>34.2%</u>	<u>\$80,294,336</u>
<u>9/30/2013</u>	<u>24,114,922</u>	<u>42.1%</u>	<u>94,248,390</u>
<u>9/30/2014</u>	<u>24,766,498</u>	<u>47.3%</u>	<u>107,302,072</u>

SCHEDULE OF FUNDING PROGRESS

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets (a)</u>	<u>Actuarial Accrued Liability (AAL) - Entry Age (b)</u>	<u>Unfunded AAL (UAAL) (b-a)</u>	<u>Funded Ratio (a/b)</u>	<u>Covered Payroll (c)</u>	<u>UAAL as a Percentage of Covered Payroll [(b-a)/c]</u>
<u>9/30/2011</u>	<u>\$0</u>	<u>\$330,103,802</u>	<u>\$335,103,802</u>	<u>0.00%</u>	<u>\$105,115,415</u>	<u>319%</u>
<u>9/30/2012</u>	<u>0</u>	<u>312,375,359</u>	<u>312,375,359</u>	<u>0.00%</u>	<u>103,816,125</u>	<u>301%</u>
<u>9/30/2013</u>	<u>0</u>	<u>322,769,661</u>	<u>322,769,661</u>	<u>0.00%</u>	<u>102,974,156</u>	<u>313%</u>

See Note 14 to the City's audited financial statements included in the CAFR for the fiscal year ended September 30, 2014 attached hereto as APPENDIX D for additional information regarding the City's OPEB costs and certain assumptions made in connection with the actuarial assessments. Actuarial assessments are based upon a variety of assumptions, one or more of which may prove to be inaccurate or be changed in the future, and will change with the future experience of the Retirement System. Actuarial assessments are "forward-looking" information that reflect the judgment of those performing such assessments.

FINANCIAL SYSTEM

General

The City maintains a financial reporting system providing reports of receipts and expenditures. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding (1) the safeguarding of assets against loss from unauthorized use or disposition, and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. Activities of the City are monitored internally on a monthly basis and are audited annually, as required by law, by independent certified public accountants.

Budgetary System

By applicable law, the City follows the following procedures in establishing a budget:

1. Not later than August 20th of each year, the Mayor submits to the City Council a proposed balanced operating budget for the City's general fund and a capital budget for the fiscal year commencing the following October 1. The operating budget for the general fund includes proposed revenues and expenditures and the means of financing them for the upcoming year. The level of control for the detailed budgets is at the government function category level.
2. Public hearings are conducted to obtain taxpayer comments. The City Council may add to or delete from the budget proposed so long as the budget remains in balance.
3. The budget is legally enacted through passage of a resolution receiving the approving majority vote of the members of the City Council.

4. The Mayor is authorized to transfer budgeted amounts within the same departments within the general fund; however, any revisions or transfers of appropriations in the general fund from one department, office or agency to another department, office or agency must be approved by the City Council.
5. Budgets are adopted on a modified accrual basis which differs from generally accepted accounting principles (GAAP) insofar as encumbrances are included with expenditures.

The City's operating budget for its fiscal year ending September 30, 2015, is summarized under "RESULTS OF OPERATIONS - Summary of the Operating Budget for Fiscal Year Ending September 30, 2015."

Accounting System

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

Governmental Funds

General Fund. The General Fund is the primary operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. As discussed above, the City adopts an annual appropriated operating budget for its General Fund.

Debt Service Fund. This fund is used to account for the resources accumulated and payments made for principal and interest on long-term general obligation debt. Although not required by applicable law, the City Council for the City also formally approves a Debt Service budget for the fiscal year.

Capital Projects Fund. The Capital Projects Fund accounts for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds. An example of the specific projects accounted for are school construction, recreational facilities and miscellaneous projects. As discussed above, the Capital Projects Fund is annually budgeted pursuant to a capital budget submitted by the Mayor and approved by the City Council.

Proprietary Funds. The City also maintains four (4) significant proprietary funds: (i) the Montgomery Zoo Fund which accounts for the operations of the City-owned and operated Zoo, (ii) the Montgomery Area Transit System Fund which accounts for the operations of the public transportation system within the City, (iii) the Municipal Golf Fund which accounts for operations of the City's recreational complexes, and (iv) the Montgomery River Boat Fund which accounts for operations of the City riverboat attraction. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing goods in connection with a Proprietary Funds' principal on-going operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for the proprietary funds are the costs of sales and services, administrative expenses, and depreciation on capital assets.

Internal Service Funds. The Internal Service Funds account for the operations of the self-insured medical insurance plan (*i.e.*, Employees Medical Insurance Fund), the workers' compensation plan and the self-insured liability insurance plan (*i.e.*, Liability Insurance Fund) provided to other departments of the City on a cost reimbursement basis. The Liability Insurance Fund accounts for the operations of the self-insured liability insurance fund of the City including general liability, public officials' liability and law enforcement officers' liability.

Pension Trust Fund. The Pension Trust Fund accounts for the activities of the Employees' Retirement System of the City of Montgomery, Alabama, which accumulates resources for pension benefits to qualified City employees and the employees of the other participating employers. See "THE CITY - Personnel and Retirement System" herein.

Special Revenue Funds. Special revenue funds are used to account for the proceeds of specific revenue sources (other than special assessments, expendable trusts, or major capital projects) that are legally restricted to expenditures for specified purposes. The City has established the following Special Revenue Funds:

State Gasoline Tax Fund. The State Gasoline Tax Fund accounts for the proceeds received by the City from certain state imposed gasoline taxes. The use of this money is restricted to expenditures related to construction, improvement and maintenance of highways, bridges and streets.

Riverfront Stadium Fund. The Riverfront Stadium Fund accounts for proceeds received from lodging tax receipts. Two and one-half (2½ percent of total lodging tax collections are earmarked for the fund). Collections from the Montgomery Pro Baseball Club for leasing and concessions sales are also accounted for in this fund. All proceeds are used for capital improvements, repairs, and maintenance on the stadium and for debt service payments.

Municipal Court Corrections Fund. The Municipal Court Corrections Fund accounts for funds restricted for the municipal court and jail. These funds may be used for capital improvements or operations.

Miscellaneous Special Revenue Fund. The Miscellaneous Special Revenue Fund accounts for funding arising from miscellaneous federal and state government sources. The former Alabama Trust Fund is a part of this Revenue Fund.

Federal Transit Administration Grant Fund. The Federal Transit Administration Grant Fund accounts for grant funding received primarily from the Federal Transit Administration to be used for the Montgomery Area Transit System.

Housing and Urban Development Grant Fund. The Housing and Urban Development Grant Fund accounts for grant funding used for community development block grant programs and housing development action grant programs.

Alabama Department of Transportation Fund. The Alabama Department of Transportation Fund accounts for funds received from the Alabama Department of Transportation to be used solely for the improvement of roads.

ADECA Grant Fund. The ADECA Grant Fund accounts for funds received from the Alabama Department of Economic and Community Affairs to be used solely for community development.

Department of Justice Grant Fund. The Department of Justice Grant Fund accounts for funds received from the U.S. Department of Justice to be used solely for public safety.

Department of Agriculture Grant Fund. The Department of Agriculture Grant Fund accounts for funds received from the U.S. Department of Agriculture to be used solely for the Summer Food Service program for children.

Homeland Security Grant Fund. The Homeland Security Grant Fund accounts for funds received from the U.S. Department of Homeland Security to be used solely for homeland security and emergency management.

Miscellaneous Grant Fund. The Miscellaneous Grant Fund accounts for miscellaneous funding arising from federal and state government sources.

Seizures and Forfeitures Fund. The Seizures and Forfeitures Fund accounts for funding received from the U.S. Marshals Service to be used solely for public safety.

Municipal Court Judicial Administration Fund. The Municipal Court Judicial Administration Fund accounts for funds restricted by statute for the operations of the municipal court.

Emergency Communications Districts Fund. The District is a blended component unit of the City and was formed by the City for the purpose of acquiring, developing, maintaining, and operating the emergency communications system within the City. The City receives substantially all the benefit of all of the District's public safety activities. This Fund is a restricted use fund for such District

Description of Major Sources of General Fund Revenues

The City's major sources of revenue for its General Fund are as follows:

Sales and Use Tax. The City levies and collects sales and use taxes generally parallel to the State sales and use tax, except for the respective rates, consisting of (1) privilege, license taxes on every person, firm or corporation engaged or continuing within the corporate limits of the City or its police jurisdiction in the business of selling tangible personal property at retail, (2) privilege, license taxes on every person, firm or corporation engaged or continuing within the corporate limits of the City or its police jurisdiction in the business of conducting or operating places of amusement or entertainment and (3) excise taxes on persons, firms or corporations storing, using or otherwise consuming tangible personal property within the corporate limits of the City or its police jurisdiction. See "SALES AND USE TAXATION" herein. The proceeds of the City's sales and use taxes are not earmarked or specifically pledged to any outstanding indebtedness of the City and are used for general governmental purposes.

Under applicable judicial precedents, sales and use taxes may not be levied at rates that are confiscatory or unreasonable. Further, the rates of any such taxes in the police jurisdiction of the City may not be fixed at rates in excess of one-half the rates levied for like business, sales or uses conducted within the corporate limits of the City.

Lodgings Tax. The City levies a lodgings tax at the rate of ten percent (10%) on the gross revenues derived from the renting of rooms or apartments within the City by persons, firms, associations or corporations engaged in the business of operating hotels, motels, tourists courts, tourists cabins, lodging houses and rooming houses renting to transients. The lodgings tax was increased from eight and one-half percent (8.5%) to ten percent (10%) effective October 1, 2013. Except for the portion of the Lodgings Tax receipts earmarked for the Riverfront Stadium Fund, the Lodgings Tax is not earmarked or specifically pledged to any outstanding indebtedness of the City and is used for general governmental purposes.

Business Licenses and Permits. The City levies license and permit fees on the privilege of engaging in certain businesses and professions within the corporate limits of the City. License and permit fees are computed either as a percentage of gross receipts or as a flat stated amount and in some cases is a combination of both a percentage of gross receipts and a flat stated amount. In addition, the City also charges an issuance fee. The receipts from business licenses and permits are not earmarked or specifically pledged to any outstanding indebtedness and are used for general governmental purposes.

Under applicable judicial precedents, business license taxes may not be levied at rates that are confiscatory or unreasonable. Further, the rates of any such taxes in the police jurisdiction of the City may not be fixed at rates in excess of one-half the amount charged for like businesses, trades or professions conducted within the corporate limits of the City or at rates that will yield an amount in excess of the cost of furnishing police and fire protection and other essential services in such police jurisdiction.

City Gasoline Tax. The City levies a gasoline tax on the business of selling gasoline to customers, irrespective of the use for which it is sold. These taxes are also levied on motor fuels other than gasoline for use in powering motor vehicles and aircraft. The receipts from this tax are not earmarked or specifically pledged to any outstanding indebtedness and are used for general governmental purposes.

Ad Valorem Taxes. Property or ad valorem taxes are levied under various provisions of the constitution and statutes of the State of Alabama and may be used only for the purpose or purposes for which they are levied. The City levies a 12.5-mill tax for general municipal purposes, the proceeds of which are deposited in the City's General Fund. Under present law, the rates at which local ad valorem taxes are levied may be increased only after approval by the legislature and a majority vote of the qualified electors of the affected jurisdiction. See "AD VALOREM TAXATION". Except for the tax increment arising within the City's Downtown Tax Increment Financing District which is pledged for the City's Series 2006A Warrants and Series 2006B Warrants, portions of each of which are expected to remain outstanding following the issuance of the Warrants, the City's ad valorem tax receipts are not earmarked or specifically pledged to any indebtedness. See "SOURCE OF PAYMENT AND SECURITY" herein.

Rental Tax. The City levies a rental tax on the gross revenues of persons engaged in the business of renting property at a rate of four percent (4%) on rentals of personal property, linens and garments and one and one-half percent (1.5%) on rentals of vehicles, truck trailers and house trailers. The receipts from this tax are not earmarked or specifically pledged to any outstanding indebtedness and are used for general governmental purposes. The City increased the rental tax rate applicable to short-term rentals of automobiles from 1.5% to 3.5% effective April 11, 2014.

Charges and Fees for Services. The City also imposes various charges for services such as fees for admittance to the Montgomery Zoo and charges for utilizing the City's public transportation system and recreational complexes.

Inter-Governmental Revenues. The City also receives from the State of Alabama and the federal government operating grants and contributions and capital grants and contributions. The grants and contributions refer to revenues restricted for specific programs whose use may be restricted from other operational or capital items. Although such grant money and contributions have historically been made available to the City, no assurance is given nor is any representation made that such grants or contributions will continue to be available. *It should be noted that the continued availability of grant contribution monies from both State and Federal governments is dependent upon the ability and willingness of said governmental entities to continue to provide such moneys and contributions for needed programs, and is not assured to continue.*

See "RESULTS OF OPERATIONS" for information regarding receipts from the City's major sources of revenue. See also the City's Comprehensive Annual Financial Report for the fiscal year ending September 30, 2014 attached hereto as APPENDIX D.

RESULTS OF OPERATIONS

This section of the Official Statement presents certain historical financial information concerning the City.

Comparative Statement of General Fund Revenues and Expenditures

The table below sets forth revenues, expenditures and changes in fund balance for the City's General Fund for the fiscal years indicated. The information for each of the fiscal years shown was extracted from the audited financial statements of the City for such fiscal years. The audited financial statements for the fiscal year ended September 30, 2014, are included in the City's Comprehensive Annual Financial Report attached hereto as APPENDIX D, and audited financial statements for prior fiscal years may be obtained from the City upon request.

In June of 1999, the Governmental Accounting Standards Board ("GASB") issued Statement Number 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments ("GASB 34"), which substantially revised the financial reporting requirements for state and local governments in the United States, including the City. The City's audited financial statements for the fiscal years ended on or after September 30, 2002 were prepared in accordance with GASB 34. For more information concerning GASB 34, contact GASB, at 401 Merritt 7, Post Office Box 5116, Norwalk, Connecticut 06856-5116, Telephone (203) 847-0700.

The City's operating budget for fiscal year ending September 30, 2015 is summarized in the subsection below entitled "Summary of the Operating Budget for Fiscal Year Ending September 30, 2015".

[Remainder of Page Intentionally Left Blank]

**Comparative Statement of General Fund
Revenues, Expenditures and
Changes in Fund Balance
Fiscal Year Ended September 30**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Revenues					
Taxes	\$131,837,921	\$132,096,729	\$133,783,447	\$136,185,526	\$139,813,764
Licenses and permits	38,203,350	38,894,282	40,173,335	40,650,941	41,882,072
Intergovernmental Revenues	3,782,033	4,060,662	4,679,386	4,471,656	5,004,904
Charges for Services	14,444,392	15,169,455	14,887,471	17,399,178	17,395,008
Fines and Forfeitures	9,834,116	5,499,410	6,447,210	5,572,647	5,140,592
Interest	16,151	13,633	4,704	11,021	8,636
Miscellaneous revenues	<u>3,490,075</u>	<u>2,821,542</u>	<u>2,348,933</u>	<u>1,824,515</u>	<u>3,705,784</u>
Total revenues	201,608,038	198,555,713	\$202,324,486	206,115,484	212,950,760
Expenditures					
Current:					
General Government	39,753,028	39,524,223	40,575,398	41,102,292	41,335,604
Public Works	30,688,028	31,322,781	29,857,371	31,409,994	28,777,686
Public Safety	77,948,144	80,669,397	81,779,892	79,038,501	76,744,321
Cultural and Recreational	27,210,590	28,156,292	27,830,449	27,779,589	28,403,835
Debt Service:					
Principal	4,871,560	4,734,715	4,325,239	4,245,630	4,939,274
Interest	<u>349,172</u>	<u>358,317</u>	<u>467,678</u>	<u>666,058</u>	<u>486,641</u>
Total expenditures	<u>180,820,522</u>	<u>184,765,725</u>	<u>184,836,027</u>	<u>184,242,064</u>	<u>180,687,361</u>
Excess of revenues over (under) expenditures	<u>20,787,516</u>	<u>13,789,988</u>	<u>17,488,459</u>	<u>21,873,420</u>	<u>32,263,399</u>
Other financing sources (uses)					
Proceeds From Sale of Capital Assets	177,871	413,709	413,144	146,162	265,551
Transfers In	8,660,607	6,539,543	5,000,000	14,007,276	7,225,000
Transfers Out	(59,999,537)	(29,220,835)	(28,875,631)	(30,409,846)	(41,854,684)
Capital Leases	<u>5,966,304</u>	<u>4,332,320</u>	<u>6,242,540</u>	<u>4,003,234</u>	<u>4,643,947</u>
Total Other Financing Sources (Uses)	(45,194,755)	(17,935,263)	(17,219,947)	(12,253,174)	(29,720,186)
Net Change in Fund Balances	(24,407,239)	(4,145,275)	268,512	9,620,246	2,543,213
Fund Balance - Beginning	<u>33,808,345</u>	<u>9,389,957¹</u>	<u>5,244,682</u>	<u>5,753,355</u>	<u>15,130,330</u>
Fund Balance - Ending	<u>\$ 9,401,106</u>	<u>\$ 5,244,682</u>	<u>\$ 3,513,194</u>	<u>\$15,373,601</u>	<u>\$17,673,543</u>

Source: City's CAFRs for the fiscal years ended September 30, 2010, 2011, 2012, 2013 and 2014.

[Remainder of Page Intentionally Left Blank]

¹ Restated.

Summary of the Operating Budget for Fiscal Year ending September 30, 2015

The following table is a summary of the operating budget for the City's General Fund for the fiscal year ending September 30, 2015:

	<u>Budgeted</u>
<u>Revenues</u>	
Taxes	\$143,387,838
Business License and Permits	41,133,314
Intergovernmental	5,308,271
Charges for Services	19,943,733
Fines and Forfeitures	6,302,000
Other	<u>2,259,010</u>
Total	<u>218,334,166</u>
<u>Expenditures</u>	
General Government	38,382,191
Public Safety	76,792,127
Public Works	29,525,107
Cultural and Recreational	28,399,497
Debt Service	<u>6,106,712</u>
Total	<u>179,205,634</u>
Excess (Deficiency)	<u>39,128,532</u>
<u>Other Financing Sources (Uses)</u>	
Proceeds from sale of assets	250,000
Transfers from other funds	6,639,810
Transfers to other funds	41,268,342
Capital leases	<u>2,750,000</u>
Total	<u>(37,128,532)</u>
Net Change in Fund Balance	<u>2,000,000</u>

[Remainder of Page Intentionally Left Blank]

Tax Collections

The City's collections from its major sources of tax revenue are shown in the table below on a modified accrual basis for the fiscal years indicated:

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Sales Tax ⁽¹⁾	\$83,980,254	\$86,150,767	\$88,699,968	\$91,159,140	\$93,635,244	\$95,775,104
Ad Valorem Tax ⁽²⁾	31,099,698	31,378,176	30,885,675	29,892,243	29,394,346	28,963,542
Lodgings Tax	5,269,547	5,578,274	5,712,415	6,061,073	6,217,583	8,119,756
Alcoholic Beverage & Tobacco Tax	1,666,154	1,673,264	1,727,909	1,717,802	1,886,976	1,791,269
City Gasoline Tax ⁽³⁾	5,172,022	5,175,114	5,040,673	4,855,356	4,956,689	5,154,871
Rental Tax ⁽⁴⁾	1,764,595	3,285,663	3,337,930	3,298,583	3,395,139	3,558,629

Source: City Finance Department.

(1) Sales tax receipts based on 3.5% general sales tax rate.

(2) Includes ad valorem tax on motor vehicles.

(3) Reflects collections of the City's gasoline tax, which amounts are deposited in the City's General Fund. Does not include the City's share of certain county and State gasoline taxes received by the City which are restricted as to use and maintained in a special revenue fund.

(4) The City instituted a rental tax in 2009 of four percent (4%) for tangible personal property, linens and garments and one and one-half percent (1.5%) for vehicles, truck trailers and house trailers, which 1.5% was increased to 3.5% effective April 1, 2014.

The tobacco tax receipts are not general fund revenues and are earmarked for capital improvement projects and may not be used to pay debt service on the City's bonds, warrants and other indebtedness.

[Remainder of Page Intentionally Left Blank]

DEBT MANAGEMENT

General

The principal forms of indebtedness that the City is authorized to incur include general obligation bonds, general obligation warrants, general obligation bond anticipation notes, revenue anticipation notes, gasoline tax anticipation bonds, and various revenue anticipation bonds and warrants relating to enterprises. In addition, the City has the power to enter into certain leases which constitute a charge upon the general credit of the City and to guarantee obligations of certain public corporations affiliated with the City.

In general, the issuance of general obligation bonds requires voter approval. The following types of obligations may be issued or incurred by the City without voter approval: (1) general obligation warrants; (2) general obligation refunding bonds; (3) certain revenue anticipation bonds, warrants and notes; (4) general and special obligation bonds financing street, sidewalk and sewer improvements supported, in whole or in part, by assessments; and (5) capitalized lease obligations that are funded on a "year-to-year basis".

The City has never defaulted in the payment of debt service on its bonds, warrants or other funded indebtedness, nor has the City ever refunded any funded indebtedness for the purpose of preventing or avoiding such a default.

[Remainder of Page Intentionally Left Blank]

Outstanding Indebtedness

Long-Term Indebtedness. As of March 1, 2015, prior to the issuance of the City Warrant, the City has the following long-term indebtedness outstanding:

<u>Description of Indebtedness</u>	<u>Source of Payment</u>	<u>Outstanding Principal Balance</u>
General Obligation Warrants, Series 2014-B	full faith and credit	1,886,300
General Obligation Warrants, Series 2014-A	full faith and credit	3,351,391
General Obligation Warrants, Series 2013-A	full faith and credit	9,275,000
General Obligation Warrants, Series 2013	full faith and credit	18,064,516
General Obligation Warrant, Series 2012-CWSRF-DL (Partial Principal Forgiveness Loan)	full faith and credit	1,080,000
Taxable General Obligation Warrants, Series 2012-B	full faith and credit	62,285,000
General Obligation Warrants, Series 2012-A	full faith and credit	9,365,000
Taxable General Obligation Warrants, Series 2012-A	full faith and credit	325,986
General Obligation Refunding Warrants, Series 2011	full faith and credit	38,760,000
General Obligation Recovery Zone Economic Development Warrants, Series 2010-B	full faith and credit	60,065,000
General Obligation Warrants, Series 2010-A	full faith and credit	38,805,000
General Obligation Warrants, Series 2007-LRSF-DL	full faith and credit	225,000
General Obligation School Warrants, Series 2007	full faith and credit	34,425,000
General Obligation Warrants, Series 2006C	full faith and credit	1,785,000
General Obligation Tax Increment Warrants, Series 2006B	full faith and credit and pledge of tax increment receipts	935,000
Taxable General Obligation Tax Increment Warrants, Series 2006A	full faith and credit and pledge of tax increment receipts	455,000
Taxable General Obligation Warrants, Series 2005A	full faith and credit	1,445,000
Capital Leases	full faith and credit	15,108,925
U.S. Dept. of Housing & Urban Development, Section 108	full faith and credit	<u>1,730,370</u>
Total		\$299,372,398

Source: City Finance Department

⁽¹⁾ Outstanding principal amount only. Excludes operating leases.

Other Long-Term Liabilities

In addition to the outstanding indebtedness listed above, the City has other additional long-term liabilities. Under state and federal laws and regulations, the City is required to place a final cover on its landfill when closed and to perform certain maintenance and monitoring at the landfill site for thirty (30) years after its closure. As a result, and in addition to operating expenditures relating to current activities of the landfill, a liability is recorded in the financial statements of the City based on the future closure and post-closure cost estimates that will be incurred near or after the date the landfill no longer accepts waste. As of September 30, 2014, the estimated liability for landfill and post-closure costs was approximately \$7,244,684, and it is estimated that an additional \$3,665,316 will be recognized as closure and post-closure care expenses between September 30, 2014, and the date that the landfill is expected to be filled to capacity in 2043. Such estimates may be less than the actual costs incurred by the City at the time such activities are required to be undertaken. Any landfill closure costs have been generally liquidated by the General Fund on a current year basis.

In addition, the City also recognizes as a long-term liability amounts owed to employees of the City under its policies and procedures for compensated absences. Such compensated absences amounted to \$18,890,531 as of September 30, 2014. This amount represents the City's allowance to employees to accumulate vacation and sick leave up to certain limits for use in subsequent periods. Also, employees are allowed to receive vacation days up to a certain limit in lieu of receiving overtime pay. In the event of an employee's termination of employment, that employee receives payment of accumulated vacation hours and one-half of accumulated sick leave hours up to certain limits at then current wage rates. The compensated absences are generally liquidated by the General Fund as they occur.

Also, the City records as a long-term liability an amount equal to future benefits due employees who were covered by the City's previous pension plan and the City's previous workers compensation and disability plan. Such liability is in addition to any liability relating to the Retirement System. See "THE CITY - Personnel and Retirement." Such benefits are determined based on an employee's years of service and the current hourly rate of pay. Such liability is recorded in the financial statements at the present value of the payments. As of September 30, 2014, the liability for such retirement and workmen's compensation and disability benefits under the previous plans amounted to approximately \$8,778,690.

Short-Term Indebtedness. The City receives a significant portion of its ad valorem and sales tax revenues for the fiscal year during the period of November through January. In order to match cash flow with spending, the City has an outstanding line of credit in an amount not to exceed \$20 million that is used to anticipate such future tax revenues. As of March 1, 2015, the outstanding balance on the City's line of credit was \$0.00. The City does not expect to make any draws on the line of credit during the current fiscal year except possibly due to timing differences between outlays and receipts of revenues.

Derivatives Transactions. The City is not a party to any interest rate swaps or other derivatives agreements.

Future Debt Issuance. The city has no current plans to incur additional indebtedness other than the City Warrant or to issue additional debt to refund its short-term borrowings; however, it is expected that the City will engage in long-term and short-term borrowing in the future in the normal conduct of its affairs.

Constitutional Debt Limit

The City's present constitutional debt limit is an amount equal to 20% of the assessed value for ad valorem tax purposes of the taxable property located within its corporate limits. In addition, under existing law the following types of indebtedness are not chargeable against the City's constitutional debt limit: (1) tax anticipation notes not exceeding one-fourth of the City's general revenues; (2) bonds or other obligations already issued, or which may hereafter be issued, for the purpose of acquiring, providing or constructing school houses, waterworks and sewers; (3) revenue securities payable solely from the revenues of water, sewer, gas or electric systems; (4) obligations incurred and bonds issued for street or sidewalk improvements, where the costs of the same, in whole or in part, are to be assessed against the property abutting said improvements; and (5) capitalized lease obligations that are funded on a "year-to-year basis." Further, under existing law, the amount of any indebtedness chargeable against the constitutional debt limit is reduced by the amount of an escrow or sinking fund held for the payment of such indebtedness.

[Remainder of Page Intentionally Left Blank]

The following statement reflects the City's legal debt margin after the issuance of the City Warrant:

**City of Montgomery
Statement of Legal Debt Margin**

Assessed value of taxable property as of September 30, 2014 ⁽¹⁾	\$2,464,338,262
Constitutional debt limit (20% of assessed value)	492,867,652
Total indebtedness	308,367,398
Less debt not chargeable to debt limit ⁽²⁾	55,264,626
Total indebtedness chargeable against constitutional debt limit	253,102,772
Constitutional debt margin	239,764,880

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

⁽¹⁾ Excludes exempt and abated property.

⁽²⁾ The City Warrant, the Series 2007 Warrants and portions of the Series 2010-A Warrants and Series 2012-B Warrants are attributable to the construction of schoolhouses and are not included in the City's constitutional debt limit. An amount not less than \$55,264,626 is excluded from the City's constitutional debt limit for those purposes.

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

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

The issuance of bonds, warrants, notes and other evidences of indebtedness pursuant to Amendment No. 772 is not subject to the City's twenty percent constitutional debt limit (discussed above).

Direct and Overlapping Debt

The following table reflects the direct debt of the City that will be outstanding after the issuance of the Warrants and the overlapping debt of the City and other governmental entities. Debt of the State of Alabama is not included in overlapping debt. For purposes of this table, direct and overlapping debt includes only general obligation debt or debt payable, among other sources, from taxes levied by the City.

**Pro Forma Direct and
Overlapping Indebtedness**

	<u>Principal Balance</u>	<u>Percent of Debt Allocable To City</u>	<u>City's Allocable Share of Debt</u>
Direct Debt General Obligation Bonds, Warrants and Capital Leases ⁽¹⁾	\$308,367,398	100%	\$308,367,398
Overlapping Debt ⁽²⁾	121,129,218	86.68%	104,990,970
Total Direct and Overlapping Debt	\$429,496,616		\$413,358,368

⁽¹⁾ After giving effect to the issuance of the City Warrant.

⁽²⁾ Based on City's 2014 CAFR. Percentage is equal to the portion of the taxable assessed value of property within Montgomery County that is located within the corporate limits of the City. This amount does not include Series 2015-A Warrant.

Debt Ratios

The following table sets forth certain debt ratios applicable to the City after issuance of the City Warrant:

<u>City of Montgomery Debt Ratios</u>	<u>After issuance of Warrants</u>
Population ⁽¹⁾	205,764
Assessed Value of Taxable Property ⁽²⁾⁽³⁾ (as of September 30, 2012)	\$2,464,338,262
Direct Debt and Capital Leases	\$308,367,398
Direct Debt and Capital Leases Per Capita ⁽⁴⁾	\$1,498.65
Ratio of Direct Debt and Capital Leases to Assessed Value ⁽³⁾⁽⁴⁾	12.51%
Direct and Overlapping Debt and Capital Leases ⁽⁴⁾	\$413,358,368
Direct and Overlapping Debt and Capital Leases Per Capita ⁽⁴⁾	\$2,008.90
Ratio of Direct and Overlapping Debt And Capital Leases to Assessed Value ⁽³⁾⁽⁴⁾	16.77%

Source: City.

⁽¹⁾ Source: 2013 U.S. Bureau of the Census estimate.

⁽²⁾ Source: Montgomery County Revenue Commissioner and Montgomery County Judge of Probate.

⁽³⁾ Excludes exempt and abated property.

⁽⁴⁾ Excluding operating leases and defeased indebtedness.

SALES AND USE TAXATION

Under applicable state law, the City is entitled to impose a privilege and license tax in the form of a sales and use tax generally paralleling, except as to rate, the sales and use taxes imposed by the State of Alabama. The City is permitted to establish its own tax rates and may increase or decrease such sales and use tax rates without any further approval of the Alabama Legislature or any constitutional limitation. However, under applicable judicial precedents, the general sales and use taxes may not be levied at rates that are confiscatory or unreasonable, nor may the rates of any such taxes in a police jurisdiction be fixed at rates in excess of one-half the rates levied for like business, sales or uses conducted within the corporate limits of such municipality.

Under the applicable City ordinance, the City levies and collects sales and use taxes consisting of the following: (1) privilege or license taxes on every person, firm or corporation engaged or continuing within the corporate limits or police

jurisdiction of the City in the business of selling tangible personal property at retail or engaged within the corporate limits or police jurisdiction of the City in the business of conducting or operating places of amusement or entertainment (sales tax), and (2) excise taxes on persons, firms or corporations storing, using or otherwise consuming tangible personal property within the corporate limits or police jurisdiction of the City (use tax). The City's general sales and use tax rate is 3.5%. The City also imposes a sales tax at the rate of 1.25% on the sale of automotive vehicles at retail and a use tax on the storage, use or consumption within the corporate limits of the City of automotive vehicles at the rate of 1.25%. The City imposes sales and use taxes on the sale or storage, use or consumption of machinery used in farming operations at the rate of 1.25%. The City also imposes sales and use taxes at a rate of 1.75% with respect to sale of or the storage, use or consumption of, machinery used in certain manufacturing and mining operations. The City levies sales and use taxes within its police jurisdiction at rates equal to one-half the rates levied within the corporate limits of the City.

AD VALOREM TAXATION

General

The levy and collection of ad valorem taxes in the State are subject to the provisions of the Constitution of Alabama of 1901, as amended (the "Alabama Constitution"), which, among other things, fixes the percentage of market value at which property can be assessed for taxation, limits the rates of county taxation that can be levied against property, and provides a maximum value for the aggregate ad valorem taxes that can be levied by all taxing authorities on any property in any tax year.

The amount of any specific ad valorem tax in the State is computed by multiplying the tax rate by the assessed value of the taxable property. The assessed value of taxable property is a specified percentage (the "assessment ratio") of its fair and reasonable market value or, in certain circumstances, its current use value. Ad valorem tax rates are generally stated in terms of mills (one-thousandth of a dollar) per dollar of assessed value. Thus, for any given ad valorem tax, each mill in the rate of taxation represents a tax on property equal to one-tenth of one percent of the assessed value of such property.

The Property Tax Amendment

Amendment No. 373 to the Alabama Constitution (the "Property Tax Amendment") requires all taxable property to be divided into the four classes shown below and valued for taxation according to the assessment ratios respectively shown applicable thereto:

Class I	All property owned by utilities and used in the business of such utilities	30%
Class II	All property not otherwise classified	20%
Class III	All agricultural, forest and single family, owner-occupied residential property and historic buildings and sites	10%
Class IV	Private passenger automobiles and pickup trucks owned and operated by an individual for personal or private use	15%

The Property Tax Amendment provides that the owner of Class III property may elect to have such property appraised at its "current use value" rather than its "fair and reasonable market value". In a legislative act implementing the Property Tax Amendment, "current use value" has been defined as the value of such property based on the use being made of it on October 1 of the preceding year, without taking into consideration "the prospective value such property might have if it were put to some other possible use".

Assessment Ratio Adjustments. The Property Tax Amendment provides that with respect to local (as distinguished from State) ad valorem taxes, the governing body of any county, municipality or other local taxing authority may, subject to certain criteria established by legislative act, adjust (by increasing or decreasing) the ratio of assessed value of any class of taxable property to its fair and reasonable market value or its current use value (as the case may be), but only if (i) the governing body of such county, municipality or other taxing authority holds a public hearing on the proposed adjustment before authorizing the adjustment, (ii) the Legislature adopts an act approving the adjustment, and (iii) a majority of the electors of such county, municipality or other taxing authority subsequently approve the adjustment in a special election. Any adjustment of assessment ratios is subject to the further requirements that the assessment ratio applicable to each class of taxable property must be uniform within the jurisdiction of each local taxing authority and that no class may be assessed at more than 35% or less than 5% of its fair and reasonable market value or current use value (as the case may be). By virtue of the Property Tax Amendment, the Legislature has no power to adjust the assessment ratios pertaining to local taxes except to approve or disapprove an adjustment proposed by a local taxing authority. In addition, the Legislature has placed the following restrictions on the adjustment of assessment ratios:

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

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

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

The City Council does not have any present plans for any such adjustment.

Rate Adjustments. The Property Tax Amendment authorizes any county, municipality or other local taxing authority to decrease any ad valorem tax rate at any time, provided that such decrease will not jeopardize the payment of any bonded indebtedness secured by such tax. The Property Tax Amendment provides that a county, municipality or other local taxing authority may at any time increase the rate at which any ad valorem tax is levied above the limit otherwise provided in the Alabama Constitution, but only if (i) the governing body of such county, municipality or other taxing authority holds a public hearing on the proposed increase before authorizing the increase, (ii) the Legislature adopts an act approving the increase, and (iii) a majority of the electors of such county, municipality or other taxing authority subsequently approve the increase in a special election. The City Council has no present plans for increasing or decreasing any tax levied by the City.

Maximum Tax Limitation. The Property Tax Amendment contains a provision which limits the total amount of ad valorem taxes (including all state, county, municipal and other taxes) that may be imposed on any property in any one tax year to an amount not exceeding a specified percentage of the fair and reasonable market value of such property. The percentages applicable to the various classes of property are as follows:

Class I	2%
Class II	½ %
Class III	1%
Class IV	1 ¼%

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

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

Future millage rate increases made pursuant to the Property Tax Amendment may, in certain municipalities and with respect to certain classes of property, result in the proportionate reduction of the ad valorem tax rate.

Additional Exemptions. The Property Tax Amendment exempts from all ad valorem taxes household and kitchen furniture, farm tractors, farming implements when used exclusively in connection with agricultural property, and stocks of goods, wares and merchandise. These categories of property were not generally exempt from ad valorem taxation prior to adoption of the Property Tax Amendment.

Ad Valorem Tax Rates

The following ad valorem taxes are presently being levied on property located within the City:

<u>Taxing Authority</u>	<u>Mills</u>
State of Alabama	6.5
Montgomery County:	
General	5.0
Road and Bridge	<u>2.5</u>
Total	7.5
City of Montgomery:	
General	12.5
School District Taxes:	
County-Wide	3.5
School District *	<u>6.5</u>
Total	<u>10.0</u>
Total	<u>36.5</u>

* The school district tax is levied in a school district consisting of the corporate limits of the City.

Ad Valorem Tax Assessment and Collection

Ad valorem taxes on taxable properties within the City, except motor vehicles and public utility and railroad properties, are assessed and collected by the Montgomery County Revenue Commissioner. Ad valorem taxes on motor vehicles in the City are assessed and collected by the Montgomery County Judge of Probate, and ad valorem taxes on public utility and railroad properties are assessed by the State Department of Revenue and collected by the State and by the Montgomery County Revenue Commissioner. All property is re-assessed annually for ad valorem tax purposes. Ad valorem taxes are due and payable on the October 1 following the October 1 as of which they are assessed, and they become delinquent on and after the following December 31.

Assessed Valuation of Taxable Property

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

<u>Assessed Value of Taxable Property</u>			
<u>Year</u>	<u>Real Property and Business Personal Property</u>	<u>Motor Vehicles</u>	<u>Total</u>
2014	\$2,188,253,382	\$276,084,880	\$2,464,338,262
2013	2,054,675,532	281,165,900	2,335,841,432
2012	2,093,834,360	267,709,740	2,361,544,100
2011	2,114,901,720	247,440,868	2,362,342,588
2010	2,149,747,677	231,899,820	2,381,647,497
2009	2,210,502,797	N/A*	2,210,502,797*
2008	2,154,678,160	254,165,360	2,408,843,520

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

* The assessed value of motor vehicles in the City for the entire fiscal year ended September 30, 2009 was not available. For motor vehicles assessed from June, 2009 through September, 2009, the assessed value was \$88,269,600, which compares to \$79,836,180, \$90,744,248 and \$95,957,580 for the same period of 2010, 2011 and 2012, respectively.

Beginning with the 2004 tax year, property is re-assessed annually for ad valorem tax purposes.

Largest Ad Valorem Taxpayers of City

As of September 30, 2014, the ten largest ad valorem taxpayers in the City are shown below:

<u>Taxpayer</u>	<u>Type of Business</u>	<u>Assessed Value – Real Property</u>	<u>Total Taxes Paid In Montgomery Coun ty⁽²⁾</u>	<u>City's Share of Taxes Paid⁽²⁾</u>
Alabama Power Company	Public Utility	61,171,200.00	2,232,748.80	764,389.25
Hyundai Motor Manufacturing Alabama LLC ⁽¹⁾	Automobile Manufacturer	16,547,920.00	603,999.08	206,849.00
BellSouth Communications Inc. d/b/a AT&T	Public Utility	13,360,700.00	487,665.55	167,008.75
NP/I&G EastChase Property Owner LLC	Shopping Mall	10,616,640.00	387,507.36	132,708.00
Wal Mart Real Estate Business Trust	Retail	9,517,280.00	347,380.72	118,966.00
Alabama Gas Corporation	Public Utility	8,377,200.00	305,767.80	104,715.00
Rheem Manufacturing Sales, Inc.	Manufacturer	7,609,600.00	277,750.40	95,120.00
Southern Boulevard Corp	Retail	7,374,920.00	269,184.58	92,186.50
CSX Transportation Inc.	Railroad	6,837,920.00	249,584.08	85,474.00
Verandas at Taylor Oaks LLC	Apartments	6,474,420.00	236,316.33	80,930.25

Source: Montgomery County Revenue Commissioner. Excludes all motor vehicles.

⁽¹⁾ The taxpayer has been granted an abatement of non-education ad valorem taxes on certain property, including the ad valorem tax levied by the City. Such abatement continues through the October 1, 2015 assessment.

⁽²⁾ Does not include taxes on motor vehicles by the Montgomery County Judge of Probate or the State Department of Revenue.

Limitations on City's Imposition of Ad Valorem Taxes

Based on the limitations imposed by Property Tax Amendment and applicable statutes, the City has imposed the maximum assessment ratios on taxable property and the maximum ad valorem tax rates permitted by law without seeking legislative approval and holding a special election.

ECONOMIC AND DEMOGRAPHIC INFORMATION

Location

The City of Montgomery, the capital of the State of Alabama and county seat of Montgomery County, is located in the central portion of the State. The City lies along the banks of the Alabama River, approximately 95 miles south of the City of Birmingham, Alabama, and approximately 175 miles north of the City of Mobile, Alabama and the Gulf of Mexico. The City covers an area of approximately 158 square miles.

Historical

The City of Montgomery was incorporated as a city in 1837. The City's incorporation resulted from the consolidation of three villages - New Philadelphia, Alabama Town, and the Town of East Alabama. At the time of the merging of these three original villages, the City adopted the name of Montgomery; this name was chosen to honor General Richard Montgomery, a distinguished Revolutionary War soldier. Montgomery became the capital of Alabama in 1846, and in 1861 served briefly as the first capital of the Confederate States of America during the Civil War. The world's first electric street car began operation in Montgomery on April 7, 1885. In the early 1900's, the Wright Brothers established a flight school on what is now the site of Maxwell Air Force Base.

Population

In the 2010 Census Report, the City was the second most populous city in the State of Alabama. The population trends of the City of Montgomery and Montgomery County since 1950, according to the U.S. Bureau of Census, is shown in the following table. The population estimate for the City of Montgomery and Montgomery County, Alabama, according to the U.S. Bureau of the Census, for calendar year 2013 is also set forth in the following table:

9-74

The population of the County and the City of Montgomery since 1960 is shown in the following table:

Historical Population Counts

<u>Year</u>	<u>County</u>	<u>City of Montgomery</u>
1960	169,210	134,394
1970	167,790	133,386
1980	197,038	177,857
1990	209,085	187,106
2000	223,510	201,568
2010	229,363	205,764
2013*	226,659	205,764

* Estimated; U.S. Census Bureau, 2013 Population Estimates; City of Montgomery.
Source: United States Census Bureau.

Business Climate

The City functions as a regional trade center for approximately thirteen surrounding Alabama counties. The City has experienced increasing commercial and industrial growth and is the home of numerous state and federal offices, several colleges and universities and a major military installation.

The City's local economy is diverse with state government, a major military installation, regional government, wholesale/retail trade, agriculture support and manufacturing all playing a part in the City's economic environment. Montgomery's manufacturing base includes: food-kindred products; transportation equipment; textile/apparel; machinery/equipment; printing/publishing; furniture/fixtures; software engineering; and plastics. The information technology industry is also a growing part of the Montgomery area economy, with several companies located in the City.

In 2002, the City of Montgomery was selected by Hyundai Motor Company as the location for its first United States auto assembly plant. The plant, which is estimated to have cost approximately \$1.7 billion to acquire and construct, contains approximately 2 million square feet of space, situated on approximately 1,744 acres of land, and includes a stamping facility, a paint shop, a vehicle assembly shop, a two-mile test track and an engine shop. At full operation, the Hyundai plant has the capability to produce approximately 350,000 automobiles annually. The Hyundai Sonata, the Hyundai Elantra and the Hyundai Santa Fe sport utility vehicle have been produced at the assembly plant.

In addition to the location and construction of the assembly plant, more than 28 suppliers have located automobile operations in and around the City's MSA and surrounding communities in order to supply the needs of the plant. This represents an additional estimated aggregate capital investment in excess of \$550 million for plants, facilities and other improvements. Of this amount, approximately 12 suppliers are located directly in the City of Montgomery, representing an estimated aggregate capital investment in excess of \$199 million in the community.

Healthcare

The hospitals located in the City offer comprehensive health care facilities and services, and specialized medical care is available to meet the growing and changing needs of the City and the surrounding service area. There are three acute care hospitals located in Montgomery: Baptist Medical Center East (located adjacent to Auburn University at Montgomery); Baptist Medical Center South located on South Boulevard; and Jackson Hospital, located near downtown, adjacent to I-85.

Military Community

Maxwell Air Force Base, including its Gunter Annex, along with the Alabama National Guard and other Department of Defense initiatives, generates a significant annual economic impact in the Montgomery area. The area's military population includes officers and enlisted personnel stationed at Maxwell Air Force Base (herein referred to as the "MAFB") and the Gunter Annex, and those attending the many schools at MAFB that comprise the Air University.

Air University, established in 1946 at MAFB, provides diversified educational programs that affect the careers of almost every Air Force member. The Air University's mission is to conduct continuing education for officers, enlisted personnel and civilians to prepare them for command, staff, leadership, and management responsibilities. Air University also provides specialized education to meet Air Force requirements in scientific, technological, managerial and other

professional areas. Air University is also responsible for research in many areas of aerospace and flight technology. Not only does Air University reach throughout the United States Air Force, but it also provides professional education to leaders of America's allies, and its students come from locations throughout the world.

In addition to Air University and the other programs at MAFB and the Gunter Annex, the Air Force's Standard Systems Group, the Air Force's central information systems design agency for many of the Air Force's enterprise-wide management systems, is also housed in the City. It is estimated by the Standard Systems Group that such group currently employs more than 1,350 people and provides a civilian contract base for another approximately 700 employees.

Transportation

The City is served by CSX Transportation, which, along with its connections, serves all parts of the South and connects the City with other sections of the United States. In addition to the rail facilities, the City is served by a network of improved highways. Interstate Highway 65 (Chicago to Mobile) and Interstate Highway 85 (Richmond, Virginia, to Montgomery) intersect in the City. Greyhound Bus Lines and Continental Trailways Bus Lines and more than two dozen motor freight carriers maintain terminals in Montgomery. The City is also currently provided with air service to Atlanta, Cincinnati, Memphis, Charlotte and Houston via Delta Connection, US Air Express, and American Eagle with connections to all major cities of the country. The Alabama River offers a nine-foot channel for barge transportation from Montgomery to the Gulf of Mexico through the Port of Mobile. The Alabama State Docks Department maintains a public dock with a 100-ton capacity inside a protected barge turning basin on the Alabama River at Montgomery. Via the Tennessee-Tombigbee Waterway, barge transportation is available between Montgomery and the Great Lakes.

Income Levels

Per capita personal income is the total income of all families and individuals in an area divided by the total population of the area. Per capita personal income in Montgomery County, the Montgomery Metropolitan Statistical Area (a geographic area made up of Montgomery County, Autauga County, and Elmore County; herein the "Montgomery MSA") the State of Alabama and the United States is shown below for the years indicated. Per capita personal income in the Montgomery MSA and the County are above average for the State of Alabama.

Per Capita Personal Income

	<u>2012</u>	<u>2011</u>	<u>2010</u>
Montgomery County	\$39,759	\$38,795	\$38,081
Montgomery MSA	37,905	37,044	36,259
State of Alabama	35,926	34,929	33,905
United States	43,735	42,298	40,163

Source: United States Department of Commerce, Bureau of Economic Analysis.

Median family income is the total income of all families in an area divided by the total number of families in the area. Median family income in the Montgomery MSA, the State of Alabama and the United States is shown below for the years indicated. Median family income in the Montgomery MSA has exceeded that of the State of Alabama in recent years.

Median Family Income

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
Montgomery MSA	\$59,600	\$61,500	\$60,100	\$59,300	\$59,200
State of Alabama	54,100	53,600	55,400	54,600	54,100
United States	63,900	64,400	65,000	64,200	64,400

Source: United States Department of Housing and Urban Development.

Employment and Labor Force

A comparison of the unemployment rates for the Montgomery MSA, the County, the State of Alabama and the United States for the last six calendar years is as follows:

Comparative Unemployment Rates

	<u>2014*</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Montgomery MSA	5.7%	6.6%	7.5%	8.8%	8.9%	9.3%
Montgomery County	5.6%	6.9	7.7	9.1	9.1	9.3
State of Alabama	5.5%	6.5	7.3	8.7	9.3	9.8
United States	5.4%	7.4	8.1	8.9	9.6	9.3

Source: Alabama Department of Labor.

*2014-- Unadjusted and is percentage for December 2014

The ten largest employers in the Montgomery area, their principal activity and the approximate number of employees of each are as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Maxwell-Gunter Air Force Base	Federal Government	12,280
State of Alabama	State Government	11,830
Montgomery County Board of Education	Public School System	4,524
Baptist Health Systems	Hospitals/Clinics	4,300
Hyundai Motor Manufacturing Alabama, LLC	Automotive Manufacturing	3,100
ALFA Insurance Companies	Insurance	2,568
City of Montgomery	Local Government	2,500
Jackson Hospital & Clinic, Inc.	Healthcare	1,300
MOBIS Alabama, LLC	Automobile Parts Supplier	1,221
Rheem Water Heaters	Water Heater Manufacturing	1,173

Source: Montgomery Area Chamber of Commerce (2013).

Montgomery County Employment by Industry

	<u>Number Employed</u>	<u>%</u>
Natural Resources, Mining and Construction	5,900	3.5
Manufacturing	18,200	10.7
Trade, Transportation, Warehousing and Utilities	30,100	17.5
Information	2,200	1.3
Financial Activity	7,300	4.3
Professional and Business Services	21,500	12.7
Education and Health Services	18,900	11.1
Leisure and Hospitality	15,200	9.0
Other Services	7,300	4.3
Government	43,600	25.6

Source: Montgomery Area Chamber of Commerce (2013).

Major Employers

The ten largest employers in the Montgomery area, their principal activity and the approximate number of employees of each are as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Maxwell-Gunter Air Force Base	Federal Government	12,280
State of Alabama	State Government	11,830
Montgomery County Board of Education	Public School System	4,524
Baptist Health Systems	Hospitals/Clinics	4,300
Hyundai Motor Manufacturing Alabama, LLC	Automotive Manufacturing	3,100
ALFA Insurance Companies	Insurance	2,568
City of Montgomery	Local Government	2,500
Jackson Hospital & Clinic, Inc.	Healthcare	1,300
MOBIS Alabama, LLC	Automobile Parts Supplier	1,221
Rheem Water Heaters	Water Heater Manufacturing	1,173

Source: Montgomery Area Chamber of Commerce (2013).

Education

Primary and Secondary. Primary and secondary education in both the County and in the City of Montgomery is administered by the Board of Education of Montgomery County. The Montgomery County Public School System is the largest fully accredited school system in the State of Alabama.

The Montgomery County Board of Education operates 64 schools, consisting of four senior high schools, eight middle and junior high schools, 30 elementary schools, nine magnet schools, two alternative schools and one special education center. Approximately 31,470 students are enrolled in the County school system and approximately 3,940 faculty and support personnel are employed by the Montgomery County Board of Education. There are also located in the County several church-related private schools and at least two private secular college preparatory schools.

Higher Education. The County serves as the home to several post-secondary educational institutions with more than 22,000 students enrolled at eight institutions. These universities and colleges are Amridge University, Auburn University at Montgomery, Alabama State University, Troy University (Montgomery Campus), Faulkner University (including the Jones School of Law), Southern Christian University, Huntingdon College, South College and Trenholm State Technical College.

Comparative Educational Attainment. The following table compares the educational attainment of persons age twenty-five or older in Montgomery County, the State of Alabama and the United States for the calendar year.

Comparative Educational Attainment

	<u>High School Graduate or Higher</u>	<u>Bachelor's Degree or Higher</u>
Montgomery County	84.7%	30.5%
State of Alabama	81.4	21.7
United States	85.0	27.9

Source: United States Census Bureau, 2010 Census; Montgomery Area Chamber of Commerce.

APPENDIX D
COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR
FISCAL YEAR ENDED SEPTEMBER 30, 2014

See Attached.

APPENDIX E

SUMMARY OF THE TRUST INDENTURE

See Attached.

APPENDIX F

PROPOSED FORM OF BOND COUNSEL OPINION

See Attached.

EXHIBIT B

FUNDING AGREEMENT

Among

**THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

And

MONTGOMERY COUNTY, ALABAMA

And

REGIONS BANK

Dated as of April 1, 2015

Relating to

\$ _____

**THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

**Limited Obligation Revenue Bonds
Series 2015**

Dated _____, 2015

FUNDING AGREEMENT

This **FUNDING AGREEMENT** is made and entered as of April 1, 2015 by and among **MONTGOMERY COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "County"), **THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT**, an Alabama public corporation (the "District"), and **REGIONS BANK**, as trustee under the Indenture referenced below (the "Trustee").

Recitals

Pursuant to Section 11-99B-12 of the Code of Alabama 1975 (the "Enabling Law") for the purposes expressed therein and herein and for the benefit of the holders of the within referenced bonds, the County, the District, and the Trustee have delivered this Agreement simultaneously with the issuance and sale by the District of the following bonds (the "Bonds") under and pursuant to Trust Indenture dated as of April 1, 2015 (the "Indenture") by the District and the Trustee:

§ Limited Obligation Revenue Bonds Series 2015

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the County, the District, and the Trustee hereby covenant, agree and bind themselves as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used herein without definition shall have the respective meanings assigned in the Recitals hereto or in the Indenture.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Representations and Warranties of the District.

The District makes the following representations and warranties:

(a) The District is duly incorporated under the provisions of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, and has corporate power and authority to enter into this Agreement. The District is not in default under any of the provisions contained in its certificate of incorporation, its bylaws or in the laws of the State of Alabama. By proper corporate action the District has duly authorized the execution, delivery and performance of this Agreement.

(b) Pursuant to the Indenture, the District has issued and sold the Bonds, which shall be due and payable as to principal and interest in the fiscal years and in the amounts all as set forth in Exhibit A hereto.

(c) The Bonds were issued, sold and delivered upon condition, and purchased by the original Holders thereof in the reliance, that simultaneously therewith the District would execute and deliver this Agreement.

SECTION 2.02 Representations and Warranties of the County.

The County hereby represents and warrants as follows:

(a) The County has corporate power and authority to enter into this Agreement and to carry out its obligations hereunder and by proper corporate action the County has duly authorized the execution, delivery and performance of this Agreement.

(b) The Bonds were issued, sold and delivered upon condition, and purchased by the original Holders thereof in the reliance, that simultaneously therewith the County would execute and deliver this Agreement.

(c) The issuance of the Bonds and the application of the proceeds thereof for the purposes set forth in the Indenture and in this Agreement will further the public and governmental purposes of the County and benefit residents of the County, by, among other things, providing and improving schoolhouse and other educational and related facilities within the County's territorial limits.

(d) The County acknowledges that the Bonds are secured on an equal and proportionate basis by pledge and assignment to the Trustee of this Agreement and the payments due hereunder and an agreement of even date between the District, the City of Montgomery, and the Trustee and the payments due thereunder. Upon the effective date of this Agreement, and subject to the County's right of prepayment and to direct the redemption of Bonds, as provided herein and in the Indenture, the County's portion of the scheduled principal and interest payable with respect to the Bonds is as set forth on Exhibit B.

(e) This Agreement is issued and delivered by the County pursuant to the Enabling Law.

ARTICLE 3

DURATION OF AGREEMENT

(a) Except as set forth in (b) below, the obligations of the County hereunder shall arise on the date of delivery of this Agreement and shall continue until the first to occur of:

(1) the performance and satisfaction by the County of all of its obligations under Section 4.01(a) hereof; or

(2) the Bonds shall have been Fully Paid as provided in the Indenture.

(b) In the event that the District shall issue bonds to refund the Bonds and the County shall have approved in a separate writing the continuation of the County's obligations hereunder in the County Percentage upon the issuance of the refunding bonds, then, notwithstanding that the Bonds have been Fully Paid as provided in the Indenture, then the County's obligations hereunder shall continue as to the refunding bonds as if such refunding bonds had been originally issued hereunder and the Warrant (as defined below) shall not be treated as fully paid and satisfied unless and until the refunding bonds are fully paid and satisfied, other than by the issuance of bonds by the District.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE COUNTY

SECTION 4.01 Payments by the County.

(a) For the payment of the Bonds, the County hereby orders and directs the Finance Director of the County to pay to the Trustee, for the account of the District and in immediately available funds, the following payments (collectively the "Funding Agreement Payments"):

(1) at such time or times as shall be necessary to provide for the due and punctual payment of the County Percentage of the Bonds, on each Bond Payment Date in the amounts determined as follows:

(i) an amount equal to the County Percentage multiplied by the amount of interest on the Bonds which shall have become Due for Payment on any April 1 and October 1, or principal of the Bonds which shall have become Due for Payment on any April 1, an amount equal to the Debt Service which shall have become Due for Payment on such date;

(ii) an amount equal to the County Percentage multiplied by the principal amount of the Bonds to be optionally redeemed at the written direction of the County plus any interest accrued thereon Due for Payment; and

(iii) an amount equal to the County percentage multiplied by the amount of principal and interest due pursuant to an acceleration pursuant to Section 11.02 of the Indenture.

(2) the costs and expenses due under the Indenture, at such time or times as shall be necessary to provide for the due and punctual payment thereof.

(b) The Trustee shall deposit all amounts received from the County under Section 4.01(a) of this Agreement as provided in the Indenture and apply the same as provided therefor.

(c) The County and the Trustee agree:

(1) the obligations of and recourse against the County for payment of any amounts pursuant to this Agreement shall be limited to and shall not exceed the amounts determined from time to time as provided in Section 4.01(a),

(2) all payments hereunder by the County shall be valid and effectual to satisfy and discharge the liability of the County to the extent of the amounts paid and the County shall not be responsible or liable for payment to any Holder with respect to such amounts so paid by the County.

(d) (1) The obligation of the County to pay the Funding Agreement Payments shall be evidenced by a warrant, in substantially the form and content as set forth on Exhibit C hereto (the "Warrant"), delivered by the County to the Trustee.

(2) The Warrant shall be executed and delivered by the Chairman of the County, and registered by the County as a claim thereupon by the Administrator of the County, simultaneously with the delivery of this Agreement.

SECTION 4.02 Nature of Obligations of the County.

The obligations of the County to make the payments required under Section 4.01(a) of this Agreement shall constitute a general obligation of the County for which the full faith, credit, and taxing power of the County are hereby irrevocably pledged and shall be absolute and unconditional under any and all circumstances and in no way conditioned or contingent upon any attempt to collect any of such amounts from the District or any other person or to realize upon any property subject to the Indenture or upon any other direct or indirect security for the Bonds or resort to any other remedies.

SECTION 4.03 Agreement to Perform Covenants Under the Indenture.

The County agrees, covenants, represents, and warrants that it has received and reviewed the Indenture and covenants and agrees to observe and perform the agreements, covenants and obligations thereof set forth in the Indenture in due time, form, and manner as required thereby.

SECTION 4.04 Continuing Disclosure Obligation. The County, as an obligated person with respect to the Bonds, shall enter into a Continuing Disclosure Undertaking as required by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

Section 4.05. Pledge and Assignment. The District does hereby assign, transfer, set over and pledge unto the Trustee, all of its rights, title and interests in, to and under this Agreement, so that (i) all of such rights, title and interests of the District under this Agreement become a part of the Trust Estate under the Indenture and (ii) upon the occurrence of an event of default and the continuance of the same hereunder while the Bonds remain outstanding the Trustee may exercise any and all rights and remedies granted to the District hereunder shall be subject to the terms and conditions herein contained and in the Indenture contained. The County does hereby agree to, consent to and acknowledge such pledge and assignment to the Trustee by the District hereunder and does hereby consent to and covenant and agree that the Trustee shall be entitled to exercise any and all rights and remedies provided hereunder, for and on behalf of the District, as if the District were directly and personally enforcing those rights and remedies themselves.

ARTICLE 5

OBLIGATIONS OF THE DISTRICT AND THE TRUSTEE

SECTION 5.01 Obligations of the District.

The District hereby agrees to comply with the provisions of the Indenture with respect to the application and investment of the proceeds of the Bonds.

SECTION 5.02 Obligations of the Trustee.

The Trustee hereby agrees to cause all amounts received from the County to be applied to the payment of the Bonds and certain costs and expenses incurred under the Indenture as provided in the Indenture.

SECTION 5.03 Remedies of the County.

The County hereby agrees that any failure of the District or the Trustee to comply with the provisions of Section 5.01 and Section 5.02 of this Agreement shall not constitute an event of default hereunder and shall not relieve or discharge the County from any obligation hereunder.

The County may, notwithstanding the foregoing, proceed to enforce the agreements of the District, including its payment obligations which are due and payable in all events until completed under Article 3 hereof, and the Trustee set forth in Section 5.01 and Section 5.02 of this Agreement by suit in equity, action at law, or other appropriate proceedings.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

Any one or more of the following shall constitute an event of default by the County hereunder (an "Event of Default") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) the County shall fail to make any payment required by Section 4.01(a) hereof when and as the same shall become due and payable; or

(b) the dissolution or liquidation of the County or the filing by the County of a voluntary petition in bankruptcy, or the County's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all its property, or the adjudication of the County as a bankrupt, or any assignment by the County for the benefit of its creditors, or the entry by the County into an agreement of composition with its creditors, or if a petition or answer is filed by the County proposing the adjudication of the County as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days.

SECTION 6.02 Remedies of the District and Trustee

(a) If an Event of Default exists, the Trustee may, on behalf of the District and the Holders, proceed to protect its rights and the rights of the Holders of the Bonds by suit in equity, action at law or other appropriate proceedings, whether for mandamus or the specific performance of any covenant or agreement of any of the County herein contained or in aid of the exercise of any power or remedy granted to the Trustee under the Indenture.

(b) The Trustee may proceed directly against the County as provided herein without resorting to any other remedies which it may have and without proceeding against any other person or entity or any other security held by the Trustee.

SECTION 6.03 Limitation on Suits by Holders

Notwithstanding anything herein contained, no Holder shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Agreement, unless

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(b) the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities (including reasonable attorney's fees, costs and expenses) to be incurred in compliance with such request in accordance with the Indenture;

(d) the Trustee for 30 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such proceedings; and

(e) no direction inconsistent with such written consent has been given to the Trustee during such 30-day period by the Holders of a majority in principal amount of the Outstanding Bonds, it being understood and intended that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Agreement to affect, disturb or prejudice the rights of any other Holders, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Agreement, except in the manner herein provided and for the equal and ratable benefit of all of the Holders of Outstanding Bonds.

SECTION 6.04 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Article may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PREPAYMENT AND DIRECTION TO REDEEM BONDS

The County shall have the right to direct the District to optionally redeem Bonds in accordance with the provisions of the Indenture in Authorized Denominations to the extent of the scheduled principal set forth on Exhibit B hereto.

ARTICLE 8

THIRD-PARTY BENEFICIARY CONTRACT

This Agreement is a third-party beneficiary contract and the Holders are third-party beneficiaries of the covenants and agreements on the part of the District, the County and the Trustee contained herein as fully and completely as if the Holders were parties signatory hereto provided, that, any third party beneficiary rights granted to the Holders hereunder shall be subject to the same limitations upon exercise as bondholder action is limited under this Agreement and the Indenture.

ARTICLE 9

PROVISIONS OF GENERAL APPLICATION

SECTION 9.01 Enforceability

The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 9.02 Prior Agreements Cancelled

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 9.03 Counterparts

This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

SECTION 9.04 Binding Effect; Governing Law

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(b) This Agreement shall be governed exclusively by the laws of the State of Alabama without regard to conflict of law principles.

SECTION 9.05 Notices

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(1) if to the District: (2) if to the County:

(3) if to the Trustee:

Regions Bank

Attention: Corporate Trust

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

SECTION 9.06 No Assignment and Transfer of this Agreement

This Agreement is not negotiable and may not be transferred or assigned except to a successor trustee.

SECTION 9.07 Amendments

(a) This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

(b) Any attempted amendment hereof or supplement hereto without full compliance with this Section shall be null and void and of no effect.

SECTION 9.08 Provisions of General Application to the Trustee

The Trustee agrees to perform the duties herein required of its, subject, however, to the following conditions:

(a) The Trustee shall not be liable hereunder except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence, or the breach of any warranty or the untruthfulness of any acknowledgment or representation made herein by it, and, in particular and without limiting the generality of the foregoing, it shall not be liable for any

losses resulting from any investment of moneys, or the conversion to cash of an investment if it shall have made such investment or conversion in accordance with the provisions hereof.

(b) The Trustee may consult Independent counsel (as defined in the Indenture) on any matters connected herewith and shall not be liable for any action taken or failure to take any action in good faith on the advice of Independent counsel.

(c) It is expressly understood and agreed that the Trustee's duties and obligations in connection with this Agreement are confined to those expressly defined herein and in the Indenture.

(d) The Trustee may act through its officers, employees, agents and attorneys.

(e) Any payment obligation of the Trustee hereunder shall be paid from, and is limited to funds available in the trust estate established and maintained in the Indenture; the Trustee shall not be required to expend its own funds for the performance of its duties hereunder.

(f) Notwithstanding any provision herein to the contrary, in no event shall the Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(g) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(h) In addition to the foregoing rights and limitations, the Trustee shall further be entitled to all the immunities, protections, rights, and limitations of liability provided in the Indenture with respect to the performance of its duties hereunder.

IN WITNESS WHEREOF, the District, the County, and the Trustee have each caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT

SEAL

By: _____
Chairman

ATTEST:

Secretary

MONTGOMERY COUNTY, ALABAMA

SEAL

By _____
Chairman, County Commission

ATTEST:

County Administrator

REGISTRATION CERTIFICATE

I hereby certify that the above and foregoing Funding Agreement and the obligations of the District thereunder have been duly registered by me as a claim against Montgomery County, Alabama, in the State of Alabama, and the Funding Agreement Fund created therein.

Administrator of Montgomery County, Alabama

9-94

REGIONS BANK
as Trustee

SEAL

By _____
Its _____

SEAL

ATTEST:

Its: _____

9-95

EXHIBIT A

Debt Service on the Series 2015 Bonds

Period
Ending

Principal

Interest

Debt Service

Total

9-96

EXHIBIT B

Debt Service on the Series 2015 Bonds – County Portion

<u>Period</u> <u>Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>
--	-------------------------	------------------------	----------------------------

Total

EXHIBIT C

Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(2) OF SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**MONTGOMERY COUNTY, ALABAMA
GENERAL OBLIGATION WARRANT
(THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT PROJECT)
SERIES 2015**

No. R-1

DATED DATE:

MATURITY DATE:

Montgomery County, Alabama, a political subdivision of the State of Alabama (the "County"), under and pursuant to the obligations thereof under that certain Funding Agreement dated _____, 2015 (the "Agreement") among the Issuer, The Montgomery County Public Education Cooperative District (the "District"), and Regions Bank, as trustee (the "Trustee"), does hereby order and direct the Administrator of the County to pay to the Trustee the Funding Agreement Payments when and as the same become due and payable in accordance with the Agreement.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the state of Alabama, including particularly and without limitation Chapter 28 of Title 11 of the Code of Alabama 1975 (the "Enabling Law"), and the Agreement.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Trustee, by acceptance of this Warrant, assents and agrees to be bound.

9-99

This Warrant is issued pursuant to the Agreement in evidence of the obligations of the County thereunder.

Payment

Payment of this Warrant shall be made to or as directed by the Trustee; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to the County for cancellation.

All payments of principal of this Warrant by the County shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the County upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of the Trustee hereof or his legal representative, and neither the County nor any agent of the County shall be affected by any notice to the contrary.

Prepayment

This Warrant is pre-payable by the County on the terms set forth in the Funding Agreement.

Security

This Warrant is a general obligation of the County as provided in Section 4.02 of the Agreement.

Registration and Transfer

This Warrant is registered in the name of the Trustee on the book of registration maintained for that purpose by the County. This Warrant may be transferred only in connection with transfer of the Agreement as provided in Section 8.06 thereof and only upon surrender hereof to the County for the transfer, together with the written request of the Trustee or its legal representative addressed to the County, and recordation of such transfer on said book of registration and endorsement hereon by the County. Upon presentation to the County for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the County, in form of the Assignment attached hereto, duly executed by the Trustee or his attorney duly authorized in writing. The Trustee shall pay all expenses of the County in connection with such transfer and any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the County in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that this Warrant represents a valid claim against the Funding Agreement Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, the adoption of the resolution and order approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of the Agreement and this Warrant, together with all other indebtedness of the County, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the County, acting by and through the County Commission, as the governing body thereof, has caused this Warrant to be executed in its name and on its behalf by the Chairman of the County Commission, has caused its corporate seal to be affixed hereto and the same attested by the Administrator of the County, and has caused this Warrant to be dated the date and year first above written.

MONTGOMERY COUNTY, ALABAMA

By: _____
Chairman

SEAL

Attest: _____
Administrator

REGISTRATION CERTIFICATE

I hereby certify that this warrant has been duly registered by me as a claim against Montgomery County, in the State of Alabama, and the Funding Agreement Fund referred to herein.

Administrator of Montgomery County, Alabama

9-102

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the warrant register of the County in the name of the last owner named below. The principal of this Warrant shall be payable only to or upon the order of such registered owner.

Date of
Registration

In Whose Name
Registered

Signature of Authorized
Officer of County

9-103

Assignment

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

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

9-104

EXHIBIT C

9-105

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement ("Agreement") is hereby made and entered into as of the ____ day of May, 2015, by Montgomery County, Alabama, an Alabama political subdivision (the "County"), for the benefit of registered owners of the Bonds referenced herein.

Recitals

This Agreement is executed and delivered in accordance with the requirements of Rule 15c2-12 (the "Rule") of the Securities Exchange Commission (the "Commission") issued under the Securities Exchange Act of 1934, as amended ("Exchange Act") and in connection with the issuance on the date hereof by The Montgomery County Public Education Cooperative District, an Alabama public corporation ("District"), of its \$ 24,655,000 Limited Obligation Revenue Bonds, Series 2015 (Public School Projects) dated May __, 2015 (the "Bonds") pursuant to that certain Trust Indenture dated as of April 1, 2015 (the "Indenture"), between the District and Regions Bank, as trustee (the "Trustee").

Capitalized terms used herein without definition shall have the respective meanings set forth therefor in the Indenture.

The Bonds will be purchased by Stifel, Nicolaus & Company, Inc. (the "Underwriter") and the District has delivered to the Underwriter an Official Statement with respect to the Bonds dated April __, 2015 (the "Official Statement").

There is no "obligated person", as defined in the Rule, with respect to the Bonds other than the District, the City of Montgomery ("City") and the County. The County is an "obligated person" by reason of its funding obligations with respect to the Bonds under that certain Funding Agreement dated _____, 2015 ("Funding Agreement").

Agreement

NOW THEREFORE, the County does hereby undertake, covenant and agree with the registered owners from time to time of the Bonds, as follows:

Section 1. Annual Report of the County.

The County, in accordance with the provisions of the Rule, shall annually provide within 180 days after the end of its fiscal year the following financial information and operating data relating to the County providing the same on an annual basis (the "Annual Financial Information"):

- (A) the assessed value of all taxable property within the territorial limits of the County relating to the previous fiscal year;
- (B) total ad valorem tax collections for the previous fiscal year of the County;
- (C) total sales and use tax collections for the previous fiscal year of the County;

- (D) a list of the outstanding principal amounts of all general obligation indebtedness of the County as of the end of the previous fiscal year;
- (E) a statement of revenues, expenditures and changes in fund balances for the County's General Fund for the previous fiscal year; and
- (F) a copy of the County's General Fund budget for the then current fiscal year;

In addition, if not submitted as part of the Annual Financial Information, the County shall provide the audited financial statements, prepared on the basis of the same accounting principles with which the County's audited financial statements attached hereto as an appendix were prepared unless otherwise noted in such audited financial statements. If such audited financial statements are not available, the County shall provide unaudited statements.

Section 2. Notice of Material Events.

(a) The County agrees to provide or cause to be provided, in a timely manner not more than ten (10) business days after the occurrence of the event, to the Municipal Securities Rule making Board ("MSRB") notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies with respect to the Bonds;
- (2) non-payment related defaults, if material, with respect to the Bonds;
- (3) unscheduled draws on debt service reserves with respect to the Bonds reflecting financial difficulties of the County;
- (4) unscheduled draws on credit enhancements with respect to the Bonds reflecting financial difficulties of the County;
- (5) substitution of credit or liquidity providers or their failure to perform with respect to the Bonds;
- (6) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (From 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of interest on the Bonds;
- (7) modifications of the rights of the registered owners, if material with respect to the Bonds;
- (8) bond calls, if material, and tender offers with respect to the Bonds;
- (9) defeasance of the lien of the Bonds or the occurrence of circumstances, which, pursuant to such authorizing proceedings, would cause the Bonds, or any of them, to be no longer regarded as outstanding thereunder;

- (10) release, substitution, or sale of property securing repayment of with respect to the Bonds, if material;
- (11) rating changes for the Bonds;
- (12) bankruptcy, insolvency, receivership or similar event of the County; provided, for the purposes of the event identified herein, the event is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) The County may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the County such other event is material with respect to the Bonds, but the County does not undertake to commit to provide any such notice of the occurrence of any material event except those events listed above. In no event does the County incur any obligation to continue to provide, or to update, any such additional information or data.

Section 3. Notice of Non-Compliance.

The County agrees to provide or cause to be provided, in a timely manner, to the MSRB notice of any failure by it to provide the annual financial information described in Sections 1 and 2 hereof on or prior to the dates respectively set forth in said sections.

Section 4. Filing with Electronic Municipal Market Access.

The Annual Financial Information and Material Event Notices are required to be filed with the MSRB in the form and of the content required by the MSRB, including the Electronic Municipal Market Access system ("EMMA"), which is operated by the MSRB, and with any Alabama state information repository.

Section 5. Beneficiaries and Enforcement.

(a) The County agrees that its undertaking pursuant to the Rule set forth in this Agreement is intended to be for the benefit of the registered owners of the Bonds and (to the extent hereinafter set forth) the Trustee and shall be enforceable by such registered owners and (to such extent) the Trustee; provided, that the right of the registered owners of the Bonds or the Trustee to enforce the provisions of this Agreement shall be limited to a right to obtain specific enforcement of the obligations of the County hereunder. No failure by the County to comply with its obligations under this Agreement shall constitute an event of default under the Indenture or subject the County to money damages in any amount, whether compensatory, penal or otherwise.

(b) If the County fails to comply with any covenant or obligation specified herein, a holder (within the meaning of the Rule) of the Bonds then outstanding may, as its only remedy, proceed to protect and enforce its rights and the rights of the other holders by an action for mandamus or specific performance of the County's covenant to provide the required information if the County fails to cure such failure within thirty (30) days after written notice of the failure.

(c) No person other than the County shall have any liability or responsibility for compliance by the County with its obligations under this Agreement.

Section 6. Amendment.

This Agreement may be amended without the consent of any registered owners of the Bonds if

(a) such amendment complies with the Rule as it exists at the time of modification; and

(b) the Agreement, as so amended, would have complied with the requirements of the Rule at the time of the execution hereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the County receives an opinion of counsel expert in securities laws acceptable to the District and the City and County to the effect that such amendment does not materially impair the interests of any of the holders of the Bonds then outstanding.

Section 7. Reservation of Rights.

The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of the Annual Report, to the extent necessary or appropriate in the judgment of the County, provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

The County reserves the right to terminate its obligations to provide annual financial information and notice of material events, as set forth above, if and when the County is no longer an obligated person with respect to the Bonds within the meaning of the Rule.

Section 8. Termination.

The covenants and obligations of the County specified herein as to the Bonds will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all of the Bonds.

Section 9. Governing Law.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Alabama, excluding any choice of law principles that apply the law of a state other than the law of the State of Alabama.

Section 10. Beneficiaries.

This Agreement shall inure solely to the benefit of the County, the District, the City, the Trustee, the Underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

[EXECUTION TO FOLLOW ON NEXT FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by and on behalf of the County by its officer thereof duly authorized thereunto on the date first above written.

MONTGOMERY COUNTY, ALABAMA

By Montgomery County Commission

By: _____
As Its Chairman

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

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

April 10, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
4/10/2015

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increased about 2.6%. This price increase is reasonable and in line with previous yearly price increases we have agreed upon in the past.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2015 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2015 to May 31, 2016@ \$1.17

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2016.

This Agreement shall expire on May 31, 2016; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and

sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2016 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2015, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination and LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson

Williamson Properties, Ltd.

By: Polly G. Williamson

WITNESS:

Monique L. Gots



NOTARY PUBLIC:

Josh Davenport

DATE: 4-8-15

COMMISSION EXPIRES: 11/20/2016

LESSEE:

Elton N. Dean, Sr.

For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____

COMMISSION EXPIRES: _____

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

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

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *Fm*

SUBJECT: Purchase and Sale Agreement for Pirtle Property

Attached is a Purchase and Sale Agreement for the purchase from Christina Pirtle of 1.42 acres adjacent to Snowdown Park. The purchase price is \$17,040.00. Acquisition of the property will allow the County to expand parking and improve access to the park.

I request that the agreement be placed on a future agenda for approval.

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between Christina Howell Pirtle, a married person (hereinafter referred to as "Seller"), and Montgomery County Commission, a governmental entity (hereinafter referred to as "Buyer");

WITNESSETH:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof that certain real property initially described as follows:

A. Approximately 1.42 acres, more or less, lying and being situated in Montgomery County, Alabama, as depicted on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the "Property"), together with all appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest, if any, of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof. An exact legal description will be obtained by survey to be performed by Professional Engineering Consultants, LLC with each party paying one-half (1/2) of the cost thereof.

B. A waiver of the first right of refusal in favor of Henry Winston Pirtle, Sr., Seller's present spouse, to purchase the property is attached hereto as Exhibit "B".

2. PURCHASE PRICE: The Purchase Price of the Property (the "Purchase Price") shall be Seventeen Thousand Forty and No/100 (\$17,040.00) Dollars. The Purchase Price shall be payable as follows:

The Purchase Price after deductions for credits and prorations as herein provided, shall be paid in full at the Closing herein provided by cashier's check or cash on the day of Closing.

3. INSPECTION PERIOD.

(a) Buyer shall have a period of forty-five (45) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. In the event it is determined that a Phase II environmental test is required, the Inspection Period shall be extended for ninety (90) days from the end of the initial Inspection Period. Seller shall deliver within fourteen (14) business days after the Effective Date an abstract of title to the Property updated to current date. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary,

governmental land use approvals, permits and licenses with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period or an extension thereof by delivering to Seller its notice in writing (the "Termination Notice") and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the Inspection Period, or an extension thereof, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein; and

(b) The parties hereto agree and acknowledge that Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property in its then "AS IS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the Deed) and the Buyer hereby releases and discharges the Seller and its agents, servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in or under the Property or any buildings or improvements thereon.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 4, Buyer is hereby authorized to seek and obtain any and all permits, licenses; site and development approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name. Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals to Buyer at Closing, provided such permits, licenses, approval and plans are assignable.

5. ENTRY UPON PROPERTY. Upon execution of this Agreement, Buyer, its agents, employees, contractors and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement or the Closing as the case may be.

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller from any and all damages, claims, costs and expenses (including, but not limited

to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. **CLOSING.** Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is on or before June 1, 2015, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a Warranty Deed (the "Deed") conveying a good and merchantable, indefeasible fee simple title in and to the Property, subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey, and taxes and assessments hereafter becoming due against said Property. The description used in the Deed shall be one and the same and shall coincide with the legal description set forth on survey of Property to be performed by Professional Engineers Consulting, LLC. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust and one-half (1/2) of all costs associated with this transaction except the cost of owner's title insurance. Buyer shall pay one-half (1/2) of all costs associated with this transaction in addition thereto and the premium for owner's title insurance. Ad valorem taxes shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the Purchase Price, subject to adjustments and credits as herein provided. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

8. **DEFAULT- REMEDIES.** If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waiver in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller may (i) declare this Agreement cancelled and of no farther force and effect or (ii) Seller shall be permitted to seek the remedy of specific performance against Buyer. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may (i) declare this Agreement canceled and of no further force and effect, or (ii) Buyer shall be permitted to seek the remedy of specific performance against Seller. In no event shall either party be entitled to sue the other party for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

9. **ASSIGNMENT.** This Agreement may NOT be assigned by Buyer.

10. **ENVIRONMENTAL CONCERNS.** Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the property, then Buyer shall have the right, within the Inspection Period or any extension thereof to terminate this Agreement; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the

Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period or any extension thereof. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph 5 herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes or materials. In the event Seller is notified by EPA, ADEM or other similar agency with regard to the Property. Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereof within ten (10) days after Buyer receives notice of same.

IN NO EVENT SHALL SELLER BE LIABLE OR REQUIRED TO REMEDY ANY ENVIRONMENTAL CONDITION OR COMPLY WITH ANY ENVIRONMENTAL LAW REGARDING THE PROPERTY EITHER BEFORE OR AFTER THE CLOSING OF THIS SALE. BY CLOSING THE SALE, THE BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE PROPERTY AND ANY IMPROVEMENTS THEREON IN ITS THEN "AS IS" CONDITION, AND THE BUYER HEREBY RELEASES AND DISCHARGES SELLER AND ALL OF SELLER'S RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OF LIABILITY, SUITS, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, RIGHTS OR CLAIMS OF CONTRIBUTION, AND OTHER RIGHTS, REMEDIES AND CLAIMS OF ANY AND EVERY KIND OR NATURE WHATSOEVER. NOW OR HEREAFTER ARISING FROM OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PROPERTY OR ANY EXISTING OR FUTURE ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY OR ANY HAZARDOUS MATERIAL LOCATED ON, IN, UNDER OR IN THE VICINITY OF OR RELEASED OR DISCHARGED FROM THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. CONDEMNATION. Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof nor does Seller have any knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of Closing to acquire the property or any portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

12. **NOTICES.** Any notice permitted, or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are:

Seller
Christina Howell Pirtle
8237 US Highway 331
Montgomery, AL 36105

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

13. **NO WASTE.** Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or the cutting or severing of any growth or timber on the property, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, except as referred to in Paragraph 11, nor consent to any zoning, rezoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

14. **MISCELLANEOUS.**

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified), and shall also be true as of the date of Closing:

(i) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property and the Property does not comprise the homestead of Seller or her spouse.

(ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, except as set forth in paragraph 11, environmental notices, pending public improvements, repairs replacement, or alterations of the Property that has not been satisfactorily made.

(iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests.

(iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease all or any portion(s) of the Property, or any other agreement which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

15. AGENCY DISCLOSURE AND BROKERS. Each party represents and warrants to the other that no real estate or other commission or fees are due in connection with the sale contemplated by this Agreement. Each party indemnifies the other for any costs or liability resulting from said party's contract with any broker other than as specified herein.

16. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect

the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore neither party will provide any warranties of the tax treatment of the transaction to the other.

17. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

18. SPECIAL PROVISIONS.

(a) Buyer agrees to utilize the property only for governmental purposes.

(b) In the event Buyer does not utilize the property for a governmental purpose within seven (7) years from the date of recording of the deed (right to purchase date), then Seller, her lineal descendants or heirs, shall have an irrevocable right to repurchase the property for one (1) year from the right to repurchase date. The purchase price shall be the price paid by the Montgomery County Commission plus interest therein compounded annually at a rate of 4.25%. A public, paved or unpaved driveway constructed thereon accessing the parking lot on the adjacent property owned by Buyer shall be deemed a governmental purpose.

19. All the provisions of Paragraph 18 shall survive the closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

WITNESS:

SELLER:

Christina Howell Pirtle

Social Security No.: _____

DATE OF EXECUTION: _____

WITNESS:

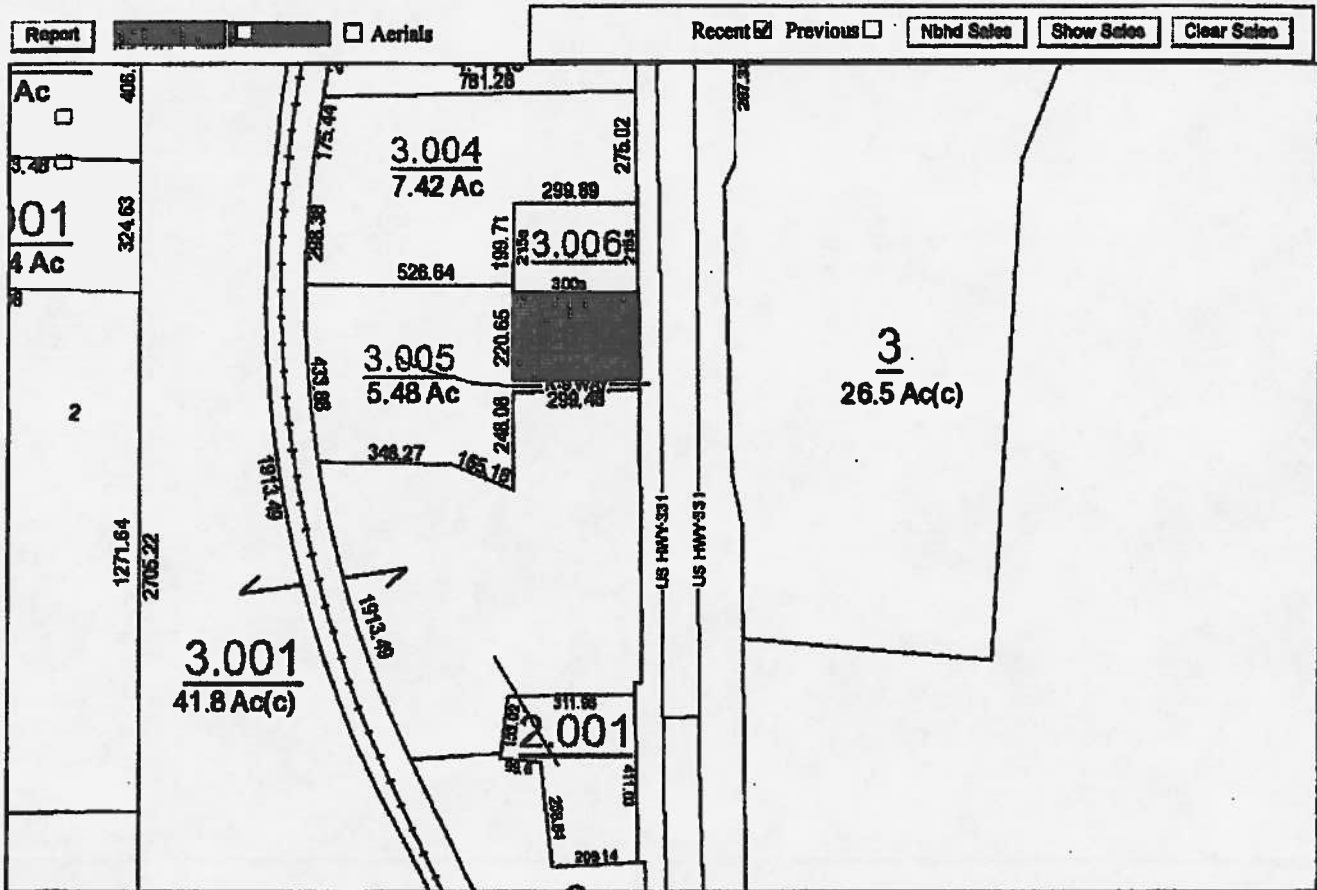
BUYER:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr., Chairman

DATE OF EXECUTION: _____



TAX PARCEL NO.: 21 03 06 0 000 003.002

EXHIBIT "B"

WAIVER

I, Henry Winston Pirtle, Sr., waive that certain first right of refusal set forth in that certain deed from Henry Winston Pirtle, Sr. to Christian H. Pirtle dated August 23, 2001, recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 2361, at Page 600.

This the _____ day of _____, 2015.

Henry Winston Pirtle, Sr.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, _____, a Notary Public in and for said State and County hereby certify that Henry Winston Pirtle, Sr., whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2015.

(NOTARIAL SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

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

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

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Commencement of Term Agreement for Probate/Revenue Commissioner East Office

The Commission executed a lease agreement for Probate/Revenue Commissioner East Office on February 21, 2012, and agreed to execute a Commencement of Term Agreement at a later date to establish the commencement date, based on completion of certain repairs and improvements. In addition, the lease agreement provided for an abatement of rent in the amount of \$15,000.

The attached document affirms that the commencement date was July 1, 2012, and that the termination date of the first term is October 31, 2017. The document also establishes the rent abatement period.

I request that the agreement be placed on a future agenda for approval.



Via Federal Express

March 13, 2015

Donald L. Mims
Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

RE: Commencement of Term Agreement
Montgomery County Commission
d/b/a MONTGOMERY PROBATE
Montgomery East Shopping Center

Dear Donald:

Pursuant to Section 3.1 of the Lease Agreement, enclosed are four (4) execution originals of the proposed Commencement of Term Agreement for the above-referenced Shopping Center. Please have signed and attested in the appropriate places, which are tabbed for your convenience. Please return all four (4) originals to us and provided that they are properly signed and attested, we will then present them to the Landlord for consideration. Upon execution by the Landlord, one fully executed document will be returned to you for your records.

If you have any questions or comments, please do not hesitate to contact Sherry LeGare-Underwood at (334) 277-1000.

Sincerely,

ARONOV REALTY MANAGEMENT

Shannon Ferrari
Assistant to Zack Rolen
Vice President, Shopping Center Leasing

Enclosures

cc: Steve Wallace

COMMENCEMENT OF TERM AGREEMENT

This Commencement of Term Agreement (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2015, by and between **EAST MONTGOMERY INVESTMENT COMAPNY**, an Alabama general partnership (hereinafter referred to as "Landlord"), and **MONTGOMERY COUNTY COMMISSION d/b/a MONTGOMERY PROBATE** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, by that certain lease agreement dated February 21, 2012 (said lease, together with that certain Lease Amendment dated January 10, 2013, is hereinafter referred to as the "Lease"), Landlord leased to Tenant that certain premises containing approximately eight thousand (8,000) square feet of floor area and known as Space 10 (hereinafter referred to as the "Premises") in the **MONTGOMERY EAST** Shopping Center situated in the City of Montgomery, County of Montgomery, State of Alabama; and

WHEREAS, Tenant is now in possession of the Premises and has opened for business; and

WHEREAS, as of the date of the Lease, the commencement date of the Term of the Lease had not been determined; and

WHEREAS, pursuant to Section 3.1 of the Lease, Landlord and Tenant desire to specify the commencement date and termination date of the Term of the Lease; and

WHEREAS, the parties negotiated a temporary rent abatement in connection with Tenant's installation of a new HVAC unit serving the Premises.

NOW THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are true and correct in every respect and incorporated herein by reference.
2. Capitalized terms which are used herein and which are not otherwise defined shall have the same meanings as said terms are used and defined in the Lease.
3. The Term of the Lease commenced on July 1, 2012 and all references in the Lease to the "Commencement Date" shall mean July 1, 2012.
4. The abatement of Annual Basic Rental pursuant to Section 19.30 of the Lease was to begin on the Commencement Date and continue until a credit applicable to Annual Basic Rental in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) was exhausted on October 19, 2012, subject to the completion of Tenant's work. As said abatement has not yet occurred, the parties hereby agree that such abatement shall begin on April 1, 2015 and continue until July 19, 2015 (the "Rent Abatement Period"). Tenant shall receive monthly

statements on or before the first day of each month specifying the amount of Rental due for each month during the Rent Abatement Period.

5. The Term of the Lease shall terminate on October 31, 2017, and all references in the Lease to the "Termination Date" shall mean, October 31, 2017.
6. All other terms and conditions of said Lease are hereby reaffirmed as being in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed the foregoing document on the day the same bears date.

ATTEST:

By: _____
Sherry LeGare-Underwood
Assistant Secretary

LANDLORD:
EAST MONTGOMERY INVESTMENT
COMPANY, an Alabama general partnership

By: Macol Corporation,
an Alabama corporation
Its: General Partner

By: _____
J. Zack Rolen
Its: Vice President

ATTEST:

By: _____

Its: _____

TENANT:

MONTGOMERY COUNTY COMMISSION
d/b/a Montgomery Probate

By: _____

Its: _____

**North Montgomery Volunteer Fire Protection Authority
3670 Coosada Ferry Road
Montgomery, Alabama 36110**

April 15, 2015

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

Dear Mr. Mims:

As you are aware, Mr. Anthony Raborn has been serving as interim board member since long time member, Mr. Harold Rhodes passed away. As Mr. Rhodes' term expired, March 1, 2015, Mr. Anthony Raborn accepted the Boards appointing of membership.

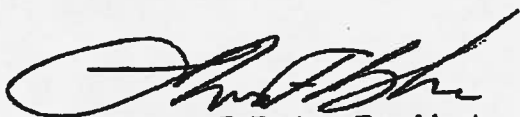
Mr. Anthony Raborn
2934 Willena Avenue
Montgomery, Alabama 36110
Cell: 334.799.7355

Term expiring: March 1, 2021
6 year term

We are respectfully asking for the Commissions approval of Mr. Raborn's appointment of board member to the North Montgomery Volunteer Fire Protection Authority.

We appreciate your time and favorable consideration in this matter.

Regards,



Thomas F. Barker, President
North Montgomery Volunteer Fire Protection Authority
334.850.1782

North Montgomery Volunteer
Fire Protection Authority

Members:

Term Expires:

* Harold Rhodes
Montgomery, AL

3/1/2015

Thomas Barker
Montgomery, AL

3/1/2017

Tom Gaddy
Montgomery, AL

3/1/2017

John Doss
Montgomery, AL

3/1/2019

Joe Glenn
Montgomery, AL

3/1/2019

Term: 6 years



Waugh-Mount Meigs Volunteer Fire Protection Authority

P. O. Box 23 • Mount Meigs, Alabama 36057

April 14, 2015

Mr. Donald L. Mims
Administrator, Montgomery County Commission
P. O. Box 1662
Montgomery, AL 36102-1667

Dear Mr. Mims:

Mr. Lindsey Ray, whose term expired on March 1, 2015 as board member of the Waugh-Mount Meigs Volunteer Fire Protection Authority, has consented to be reappointed.

If you have questions, please feel free to call me at home (334) 215-7503 or cell (334) 657-4469.

Sincerely,

Alma J. Bowen
President

2016 APR 16 AM 9:03

5 Stations Protecting Montgomery County District **3**

Line Creek Road (Station 1) • Alexander Road (Station 2) • Okfuski Trail (Station 3) • Mount Meigs (Station 4) • Wares Ferry Road (Station 5)

14-1

Waugh-Mt. Meigs Volunteer
Fire Protection Authority

Members:

Term Expires:

* Lindsey Ray
Mt. Meigs, AL

3/1/2015

John Crayton
Mt. Meigs, AL

3/1/2017

Alma Bowen
Mt. Meigs, AL

3/1/2019

cc: Alma Bowen, Chairperson

Term: 6 years



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 14/15/15

Re: Request to fill position numbers 750016041 (Customer Service Clerk) and number 750016036 (Customer Service Clerk)

The Montgomery County Probate Court is requesting to fill 2 vacant Customer Service Clerk positions. The positions are recently vacated and are currently in our budget.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016041
PROPOSED EFFECTIVE DATE: April. 27, 2015
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03= \$25,146 - \$35,795)

[Signature]
APPOINTING AUTHORITY

4/15/15
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional ☐ Candidates
Open-Competitive ☒ Candidates
Transfer ☐ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. ☐ Manpower data entered by _____

Date

☐ Payroll entered by _____

Date

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016036
PROPOSED EFFECTIVE DATE: April. 27, '2015
TYPE OF APPOINTMENT: X PERMANENT TEMPORARY
RECRUITING:
 Promotional Transfer Transfer
X Open Competitive Register Reemployment
PAY GRADE: A03-S1 (A03= \$25,146 - \$35,795)


APPOINTING AUTHORITY

4/15/15
Date

2. ADMINISTRATIVE REVIEW
 APPROVED
 DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional Candidates
Open-Competitive X Candidates
Transfer Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. Manpower data entered by

Date

 Payroll entered by

Date

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

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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

March 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: George C. Speake, County Engineer

SUBJECT: Additional Step Salary Increase
With Promotional Pay Increase

George C. Speake
3/23/2015

The Montgomery County Engineering Department recently had a vacancy for an Administrative Assistant to the County Engineer position. I have selected Shirley Bazzell to fill this position, and I am recommending that she receive a one step-irregular salary increase with her promotion from Payroll and Benefits Manager A6, Step 11 (\$48,163) to Administrative Assistant to the County Engineer A8, Step 6 (\$52,451). The Montgomery City-County Rules and Regulations would have placed Mrs. Bazzell's pay at Step 5 (\$50,877). The cost of this action will be \$1,884 (including benefits) and can be handled in our existing budget. The employee who retired from this position was at Step 9 (\$57,172).

Mrs. Bazzell was initially hired by the County Commission in 1997 as the Secretary to the Finance Director, and in 2002 she was promoted to Payroll and Benefits Manager. In her capacity as Payroll and Benefits Manager, Mrs. Bazzell has worked closely with our department. Therefore, she is already very familiar with the duties of this position, and I feel will be a tremendous asset to our department moving forward.

I ask that the Commission waive rules and approve this item at the next County Commission meeting on April 6, 2015. If approved, this action would go into effect on the pay period beginning April 13, 2015.

This is for you information, review and further approval. If you have any questions or need additional information please advise.

GCS/jmk

Attachments

C: File

16-1

REFERRAL REPORT
Montgomery City-County Personnel Department Form 5 Certification

Title Administrative Assistant to the County Engineer Class Code CO0615 Department _____

Announcement 15CO0615-P Department County Engineering Requisition # 15006A

Position Fill Request Date 12/23/14 Certification Date 3/16/15 Register Date 3/16/15

Pay Grade A08 Annual 44,583 Bi-Weekly 1,714.74 Hourly 21.4342

Amended Salary Annual 52,451 Bi-Weekly 2017.34 Hourly 25.2168

Justification (Attach to Referral Report/Form 5 Certification)

Replacement of 600615003 New Position _____

APPOINTMENT (All signatures and dates must be completed)

Selectee Shirley Bazzell Effective Date of Hire 04/13/2015

Disbursing Officer _____ Date _____

Department Head *James I. Smith* Date 3/23/2015

Cabinet Member (City) _____ Date _____

Appointing Authority *James I. Smith* Date 3/23/2015

Personnel Director _____ Date _____

REFERRAL SECTION - CERTIFICATION OF ELIGIBLE APPLICANTS

In response to your request, the name(s) of the following person(s) who are eligible for appointment are hereby certified. The Personnel Director may remove from an eligible list the name of any applicant who fails to respond to notice of certification; who declines three (3) offers of permanent full time employment; who provides inaccurate, incomplete or false information on the application and/or any attachments; who qualified for appointment through false or misleading statements; who is ineligible for employment under the Immigration Reform and Control Act of 1986 or who has otherwise been shown to be unfit for employment. The register will be reranked as a result of this process. The information below is printed as provided by the online applicant.

Shirley Bazzell

1021 Stokes Road Montgomery AL 36110

(334)269-9316

mb

ORIGINAL

Reg # 15006A

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: George C. Speake, County Engineer

1. 12/23/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Administrative Assistant To The County Engineer (0615)

POSITION NUMBER 600615003

PROPOSED EFFECTIVE DATE February 1, 2015

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

- (X) PROMOTION REGISTER () TRANSFER
 (County Employees Only)
 () OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A08) (\$44,583 - \$63,466) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake
 Department Head

DATE December 23, 2014

2. ADMINISTRATIVE REVIEW

(X) APPROVED

() DISAPPROVED

D 2 mins 1/5/15
 Funding Authority

3. CERTIFICATION

Carman Douglas
 Promotional Candidates
 Open-Competitive Candidates
 Transfer Candidates

DATE 3.16.15

Personnel Director

4. SELECTEE: Shirley J. Bazzell

George C. Speake
 Appointing Authority

Date 3/23/2015

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

16-3

Interoffice Memo

To: County Commission
Mayor Todd Strange

From: Lou Ialacci

Cc: Donnie Mims

Date: March 31, 2015

RE: City and County Technology Update Meeting

The current City/County MOU agreement for Information Technology functions requires a semi-annual joint meeting of City and County Officials to review the goals and projects for this function. The last update was August 18, 2014 and I would like to update the Commission and the Mayor at the work session on Monday April 6. I have checked and the Mayor is available on Monday and I request that you schedule this for 8:30 at the work session.

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

- **Savings**-In the current fiscal year we are on target to save the City \$250,000 and the County \$150,000 in salaries and volume purchases of standardized products and services.
- **Disaster Recovery (DR)** - DR is an important function of IT for both the City and the County. Both entities are now backing up applications and documents at the DR site on a daily basis. The first DR test of the Financial Systems for the City was successfully completed January 12, 2015.
- **Phone System**-The County has moved all major locations to the VOIP phone system. Only the Probate Office and another small group are left to complete. Probate will be completed once they relocate to Annex III.
- **Archiving**-The City and County are now using the same email archiving software. Working with the vendor gave us a better discount resulting in a savings of approximately \$10,000.

17-1

- **Sales Tax/Business License Software**-The vendor for the new business license and sales tax system was selected last September and the sales tax portion is in the development and implementation phase. The City and the County are working well together to develop the system to meet their needs and provide a consistent platform for analysis and reporting. The targeted implementation date is July 2015.
- **EXACOM**-The new EXACOM recording system for telephone and radio, which was part of the P25 radio system project, has been implemented.
- **Smart E911** was installed and is being used by both the City and the County. This product offers citizens the opportunity to provide personal information in a secure environment that can help first responders in emergency situations.
- **Next Generation (E911)**-The RFP for the NG E911 system was completed and responses evaluated. The City has approved its portion and the County recommendation is on the agenda for the April 6, 2015 meeting for Commission approval.
- **An internal website** for all employees has been developed at the City and is in the final testing/implementation phase. This will allow processing of personnel forms electronically using "work flow" to allow for faster, better documented processing and reduce paper. The County is working on their portion of the project and will be able to utilize much of the work done by the City.
- **Renovation Projects**-The County IT personnel continue to spend a good deal of time moving people and equipment in conjunction with the renovation work being done for the Youth Facility, Probate, and the District Attorney.

We continue to support several projects and the day to day requirements of the technology groups with a smaller staff than in 2012. Currently the County has one and the City has four openings for existing positions.

Thank you

Tammy Nix

From: Leslie York <lyork@carpdc.com>
Sent: Monday, April 13, 2015 3:56 PM
To: Donald Mims
Cc: 'Pamela'; Tammy Nix; gclark@carpdc.com
Subject: 2015 CDBG Application

Donnie --

ADECA has established this year's deadline for the CDBG program as Noon on June 15, 2015. The application workshop is being held at the Renaissance this coming Monday and Tuesday (Monday afternoon and Tuesday morning) and our office will be there to represent all in our region. It is not mandatory that anyone from the County attend although ADECA generally encourages attendance from the local governments when possible, just to stay current on the application process and what will be necessary for submission.

I understand that there are potentially 3 projects the County is considering and the 2015 grant maximum is \$350,000 with a 10% matching requirement. Based on the impending deadline, which is a bit shortened from years past, we need direction from the Commission on how they would like us to proceed. Please let me know a good time to discuss options. If necessary, we can help the Commission determine which project may be the most fundable. In addition, we will need to begin surveying the selected project area asap so we can determine beneficiaries and in turn the cost per beneficiary for the selected improvements.

Thanks in advance for your attention to this matter. We look forward to working with the County on another CDBG application.

Leslie York

Community Development Specialist
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334.262.4300
334.262.6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. Mark Caine

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

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 1818

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

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery City-County Public Library Board Appointments

The Montgomery County Commission, during its meeting on April 6, 2015, discussed two board member appointments to the Montgomery City-County Public Library Board. At the next meeting, the Commission agreed to make a recommendation for the replacement of Mr. Ham Wilson, who desires not to be reappointed, and Ms. Paulette Moncrief, who desires not to continue on the board.

We will be discussing appointments for this board at Monday's meeting.

DLM/tn

Attachment

**Montgomery City-County Public Library
Board of Trustees
2015 Directory**

Thomas McPherson
County Appointment
Montgomery, AL
Term Expires: June 1, 2016

Katie Bell, Treasurer
City Appointment
Montgomery, AL
Term Expires: June 1, 2016

Catherine Wright
County Appointment
Montgomery, AL 36106-3357
Term Expires: June 1, 2018

ShaKenya Calhoun
City Appointment
Montgomery, AL
Term Expires: September 21, 2017

Ham Wilson, Jr.
County Appointment
Montgomery, AL 36111-1209
Term Expires: June 1, 2015

Jim Earnhardt, Vice President
City Appointment
Montgomery, AL 36109-2344
Term Expires: June 1, 2017

Gary Burton
County Appointment
Hope Hull, AL 36043-5104
Term Expires: June 1, 2018

Courtney Williams
City Appointment
Montgomery, AL 36102-2069
Term Expires: September 21, 2016

Amy Knudsen
County Appointment
Montgomery, AL 36111-1211
Term Expires: June 1, 2016

Janet Waller, Secretary
City Appointment
Montgomery, AL 36111-1636
Term Expires: September 21, 2018

Betsy Atkins
County Appointment
Pike Road, AL 36064
Term Expires: June 1, 2017

Julia Henig, President
City Appointment
Montgomery, AL 36117
Term expires: June 21, 2015

Paulette Moncrief
County Appointment
Montgomery, AL 36108-5010
Term Expires: June 1, 2017

Chester Mallory
City Appointment
Montgomery, AL 36106-0056
Term expires: September 21, 2018

Mary McLemore
President, Friends of the Library
Pike Road, AL 36064-2213

Leslie Sanders
City Appointment
Montgomery, AL 36101-0160
Term expires: September 21, 2016

Vanzetta McPherson
President, Library Foundation
Montgomery, AL 36105-2112

Jaunita Owes, Library Director
City-County Public Library
Montgomery, AL 36102-1950

Vivian White, Asst. Director
City-County Public Library
Montgomery, AL 36102-1950



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

March 13, 2015

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

TO ALL COUNTY GOVERNING BODIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that each County governing body shall nominate three persons for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by your body.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the state is interested just as much as the county. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the municipalities, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2015.

It will be greatly appreciated if you will return these nominations by August 14, 2015 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Julie P. Magee
Commissioner

JPM:dj

Enclosure

20-1

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2015

2015 MAR 18 AM 7:46

STATE OF ALABAMA)
)
_____ County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

- | | |
|----------|---------------------------|
| 1. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |
| 2. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |
| 3. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |

Signatures of all members of
County Commission
or other governing body.

DATE: _____, _____

Updated 10/2011

Board of Equalization

Members:

Leu Hammonds
5336 Loisa Lane
Montgomery, AL 36108
Home: 334/281-6429

Recommended by:

Board of Education

Term Expires:

9/30/2015

C. Arthur Steineker
2401 E. Cloverdale Park
Montgomery, AL 36106
Home: 334/834-2371

County

9/30/2015

Charles S. Snider, Sr.
3436 Oak Grove Circle
Montgomery, AL 36116
Home: 334/270-9269

City

9/30/2015

Attorney: Mark Anderson, III

Term: 4 years

20-3

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 1818

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

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Joint Risk Management Committee

The Montgomery County Commission, during its meeting on April 6, 2015, discussed a memorandum from Director of Risk Management Scott Kramer concerning the composition of the City/County Risk Management Committee. The memorandum quoted a Memorandum of Agreement approved by the Commission on September 2, 2014, which stated "As outlined in this agreement, the committee shall be composed of five members, with two members appointed by the Mayor, two members appointed by the Chair of the County Commission and one member appointed jointly by the Mayor and the Chair of the County Commission.

Vice Chairman Harris stated that his memory regarding this matter was that the County Commission and not the Chair of the County Commission would appoint two members. After discussion, the Commission asked me to research the Minutes of the Regular Meetings of the Montgomery County Commission. The following are Minutes related to this matter:

- August 18, 2014 Minutes state: "Administrator Mims and Mayor Strange presented a draft Memorandum of Agreement with the City of Montgomery regarding risk management services. After discussion, the Commission agreed to place this item on the next agenda."
- September 2, 2014 Minutes state:

"COUNTY COMMISSION – APPROVED MEMORANDUM OF AGREEMENT
WITH THE CITY OF MONTGOMERY REGARDING RISK MANAGEMENT
SERVICES

Administrator Mims presented the following memorandum:

21-1

August 25, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Memorandum of Agreement regarding Risk Management Services

The Montgomery County Commission, at its meeting on August 18, 2014, agreed to place on the next agenda a Memorandum of Agreement with the City of Montgomery concerning risk management services.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Ingram. Chairman Dean, Commissioner Ingram, Commissioner Walker and Commissioner Williams voted in favor of the motion. Vice Chairman Harris voted in opposition and the motion carried. (Copy of Memorandum of Agreement, Agenda Pages 3-2 through 3-4, is attached to these Minutes.)

Commissioner Ingram requested to clarify the job description by adding who the Director of Risk Management would report to if the Administrator was not available. He asked if he should report to the Deputy Administrator. Chairman Dean stated that he should report to the Commission. Vice Chairman Harris concurred with Chairman Dean but explained that he is opposed to the whole thing because it is an added expense, and no one showed him the benefits for this change. After discussion, there was no amendment to the Memorandum of Agreement."

Attached is the executed Memorandum of Agreement that was approved by the Commission.

After reviewing the Minutes, I found that the Commission did approve for the Chair of the County Commission to appoint two members to the Joint Risk Management Committee and one member appointed jointly by the Mayor and the Chair of the County Commission.

DLM/tn

21-2

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") is entered into this day 2nd of September 2014, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission") collectively referred to as Parties.

WHEREAS, over the last several years, the City and County jointly worked to identify areas in government to share cost and increase efficiency and effectiveness in delivery of government services, and

WHEREAS, several years ago, the City and County established, and the Montgomery City/County Personnel Board approved the position of Chief Information and Technology Officer as a joint function of the Parties in order to achieve greater operational and capital efficiencies, and

WHEREAS, as a result of this effort, the Parties lowered their overall cost for information technology, telecommunication and radio operations, and

WHEREAS, the Parties have identified another area to create such efficiency through the position entitled Director of Risk Management ("Director"), and

WHEREAS, the Director's primary responsibility is to lower the cost to the City and County relating to third party contracts for employee health benefits, workers' compensation and other services relating to risk management.

NOW THEREFORE, the Parties agree to the following:

1. **Agreement Period.** The term of this Agreement shall be for a term of three years commencing at the date of execution by the authorized representatives from both governing entities.
2. **Duties of the Director.** Except as otherwise provided in this Agreement, the Director of Risk Management shall report to the County Administrator. The Director shall manage and supervise the staff of the County that possess direct jurisdiction over risk management matters. However, the Director shall coordinate his or her activities through the City's Chief of Staff relating to any matters involving the City and its staff that possess direct jurisdiction over risk management matters for the City.
3. **Joint Risk Management Committee.** (a) Upon execution of this Agreement, the Joint Risk Management Committee ("Committee") is established. The Committee shall be composed of five members, with two members appointed by the Mayor, two members appointed by the Chair of the County Commission and one member appointed jointly by the Mayor and the

Chair of the County Commission. The members appointed to the Committee shall have a minimum of three-year's experience in human resource management, risk management, finance, or operation control issues. The Committee shall meet every three months to review the City and County employee benefits strategy relating to third party contracts for health benefits, workers' compensation and other services relating to risk management.

(b) The duties and responsibilities of the Director to the Committee shall include, but not be limited to: negotiating all third party contracts for liability, property, detention facility medical, employee health benefits, workers' compensation and other benefit services, developing the request for proposals for solicitation to vendors of services, advising and providing analysis of cost effective ways to address cost implications due to the Affordable Care Act, participating in mediation proceedings relating to employee benefit claims, developing policy and procedures to ensure compliance with state and federal laws relating to health care benefits, workers' compensation and other benefits services.

(c) Any third party contract for employee health benefits, workers' compensation and other services relating to risk management shall be approved by a majority of the Committee; however, the City and County reserve the right to reject any recommendation by the Committee it believes is not in the best interest of its governing body.

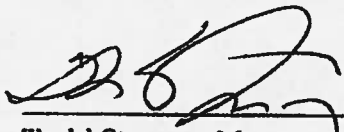
4. **Compensation and Financial Obligation.** The Director shall be compensated at a rate set by the City/County Personnel. The City shall pay to the County: 70 percent of the salary and benefits to the Director of Risk Management prorated to a daily rate based on 365 days divided into the annual salary and benefits of the Director of Risk Management for use of these management services through the term of this Agreement. The City shall pay the County once every three months within 30 days after receipt of an invoice from the County. The payment to the County shall increase as the salary and benefits increase for the Director.

this Agreement, the term "benefits" shall not include travel expenses or car allowance

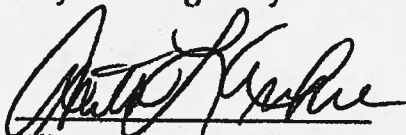
5. **Termination.** This Agreement may be terminated by the City or the County upon giving written notice to the other party within six months of the annual evaluation date of the Director. All proprietary information in the possession of the Director will be returned to the governing entity.

6. **Previous Agreements.** This Agreement is the entire Agreement and supersedes all prior collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by written modification duly executed by each party's authorized representatives.

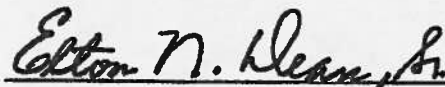
WHEREFORE, the Parties have executed this Agreement as of the date of the signatures.



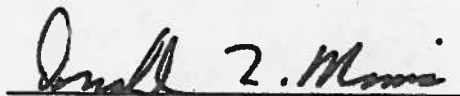
Todd Strange, Mayor
City of Montgomery



Witness



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



Witness

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 1818

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

March 24, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: City / County Risk Management Committee

The position of Director of Risk Management became effective October 1, 2014. A Memorandum of Agreement entered into on September 2, 2014 between the City of Montgomery and the Montgomery County Commission established a Joint Risk Management Committee. As outlined in this agreement, the committee shall be composed of five members, with two members appointed by the Mayor, two members appointed by the Chair of the County Commission and one member appointed jointly by the Mayor and the Chair of the County Commission. The agreement states the Committee shall meet every three months to review the City and County employee benefits strategy relating to third party contracts for health benefits, workers compensation and other services related to risk management.

After discussion, I have attached the recommended members for this committee, as well as the Memorandum of Agreement between the City of Montgomery and the Montgomery County Commission. I am requesting that this item be presented to the Montgomery County Commission for consideration of approval.

21-6

March 19, 2015

In accordance with the Memorandum of Agreement signed by the City and County (effective 9/2/14) to establish the position of the Director of Risk Management, the Joint Risk Management Committee will be comprised of the following personnel:

- 1. Barry Crabb (appointed by the City)**
- 2. Chris Conway (appointed by the City)**
- 3. Florence Cauthen (appointed by the County)**
- 4. James Kelley (appointed by the County)**
- 5. Carmen Douglas (jointly appointed by the City and County)**

This Committee shall meet on a quarterly basis to review the City and County employee benefits strategy relating to third party contracts for health benefits, workers compensation and other services relating to risk management.

**Todd Strange, Mayor
City of Montgomery**

Date

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

Date

21-7

Tammy Nix

From: Anna Buckalew <Abuckalew@montgomerychamber.com>
Sent: Monday, April 13, 2015 9:58 AM
To: Tammy Nix; Donald Mims
Cc: Dawn Hathcock
Subject: Information regarding Buckmasters impact

Donnie,

Per your request, we are estimating the economic impact of The Buckmasters Expo at roughly \$2.25 Million. Buckmasters' most recent economic impact study is dated 2004, therefore we have projected the impact based on the formulas we currently use to quantify the impact of an event or convention.

Attendance for the 4 day event is approximately 30,000 people, spending approximately \$50 per day
each = \$1,500,000
300 vendors/exhibitors with 2 people per vendor at \$300 per day for 4 nights =
\$ 720,000
56 Competitors plus spouse participating in the National Top Bow Championship at \$147 per day for 2 days =
\$ 16,500
200 students 4-H Archery Competition = 50 rooms x 2 nights x \$147 per day =
\$ 14,700
Room
Nights =
1,500 actual room nights
Total \$2,251,200 in direct economic impact (no multiplier used)

Buckmasters is a corporate headquarters company founded and located in Montgomery. They continue to work towards growing this annual event to attract other outdoor meetings and sport-related groups to Montgomery.

Please let me know if you need any additional information.

Best regards,
Anna



Anna Buckalew
Chief of Staff
Montgomery Area Chamber of Commerce
www.montgomerychamber.com
41 Commerce Street, P.O. Box 79
Montgomery Alabama 36104
Office: 334-240-9423

BUILD ON

A special thank you to the Chamber's *Imagine a Greater Montgomery II* Investors

LEGACY: City of Montgomery | Montgomery County Commission | Hyundai Motor Manufacturing Alabama, LLC
Alabama Power Company | Regions Bank | The Colonial Company | Alabama Gas Corporation
Aronov Realty Management, Inc. | Baptist Health | Goodwyn, Mills & Cawood, Inc. | Larry Puckett Chevrolet | SABIC

SUSTAINING: BBVA Compass | Advertiser Media Group | Alfa Insurance Companies
Beasley, Allen, Crow, Methvin, Portis & Miles, PC | Blue Cross Blue Shield of Alabama | Hodges Warehouse + Logistics
Montgomery Industrial Development Board | Jackson Hospital & Clinic, Inc. | Jerry Kyser Builder
Merchant Capital Corporation | Rheem Water Heaters | Stivers Ford Lincoln Mazda | Southeast Alabama Gas District

RESOLUTION

STATE OF ALABAMA §
 §
COUNTY OF MONTGOMERY §

BE IT HEREBY RESOLVED by the Montgomery County Commission on the 20th day of April 2015 the following:

1. **From time to time, it may become necessary for county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm) to engage contract attorneys rather than engage partners or associates to assist as may be needed with matters assigned to the respective counsel.**

2. **The Montgomery County Commission hereby authorizes the county attorneys to assign to contract attorneys such work as may be in their professional judgment needed and is in the best interest of the county.**

3. **Furthermore, the county attorneys shall advise the county administrator in writing and in advance whenever contract attorneys are assigned to a county matter.**

4. **Additionally, the county attorney shall also advise the county administrator the hourly rate of compensation which the county attorney may bill the county shall in no case be more than rates the county has authorized to the county attorneys.**

5. Said county attorneys are hereby authorized to bill the county as it would if the engaged contract attorneys were a partner, associate or otherwise an employee of their respective firms.

Elton N. Dean Sr., Chairman

Dan Harris Jr., Vice-Chairman

Jiles Williams

Rhonda Walker

Andrew Hall



STATE OF ALABAMA ETHICS COMMISSION



MAILING ADDRESS
P.O. BOX 4840
MONTGOMERY, AL
36103-4840

STREET ADDRESS
RSA UNION
100 NORTH UNION STREET
SUITE 104
MONTGOMERY, AL 36104

COMMISSIONERS

Brig Gen (R) Edward F. Crowell (USAF), Chair
V. Larkin Martin, Vice-Chair
James Jerry Wood, Esq.
Stewart Hill Tankersley, M.D.
Anthony Humphries

John L. Carroll
Acting Director

TELEPHONE (334) 242-2997
FAX (334) 242-0248
WEB SITE: www.ethics.alabama.gov

January 30, 2015

Montgomery County Commission
Chairman of County Commission
P O Box 1667
Montgomery AL 36102-1667

To: All State, County and Municipal Entities:

Filing 2014 Statement of Economic Interests (SEI) Forms due April 30, 2015

According to our records, all Board and/or Commission Members and Employees, who meet the filing requirements, for your agency/department are required to file a Statement of Economic Interests form each year.

The online Statement of Economic Interests form is now available for submission at our website, www.ethics.alabama.gov. Once again, public officials, employees, former employees, and retirees during the 2014 calendar year should file the SEI form electronically with the Alabama Ethics Commission.

If you have employees that do not have internet access, it is your responsibility to provide them with a copy. You may download the SEI form and instructions from our website. If your entity does not have internet access, please contact our office to request a Statement of Economic Interests form package.

NOTE: A separate letter is being sent regarding the submission of the yearly list of people required to file a SEI form from your entity.

If you have questions or problems please call 334.242.2997 for one of our staff members.

Sincerely,

Barbi Lee, CPM
Chief, Finance & Administrative Division

2015 Feb 3 AM 9:20

24-1

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF APRIL -- AUGUST 2015**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>APRIL</u>				
51901-12B-007 (Rebid)	Paint & Paint Supplies	Support Service	Glidden Paint	April 30, 2015
51988-13B-033 (Renewable)	Vending Machines	County Commission	Automatic Food Svc.	April 30, 2015
52602-14B-005 (Renewable)	Pharmacy Services	Youth Facility	Diamond Pharmacy Services	April 30, 2015
<u>MAY</u>				
52200-13B-007 (Renewable)	Inmate Laundry Service	Detention Facility	CLS Service	May 31, 2015
52200-13B-008 (Renewable)	Hygiene Admission Kits	Detention Facility	American Amenities	May 31, 2015
51901-14B-004 (Renewable)	HVAC	Detention Facility Jail II	Climate Services	May 31, 2015
53000-13B-011 (Renewable)	Crushed Stone	Engineering	S.E. Materials Dunn Const. APAC	May 31, 2015

52110-14B-007 (Renewable)	Graphics & Letters Sheriff's Vehicles	Sheriff's Office	Signs Now	May 18, 2015
<u>JUNE</u>				
53000-12B-013 (Rebid)	Plant Mix	Engineering	Wiregrass Construction	June 14, 2015
51901-12B-010 (Rebid)	Air Filters & Service	Support Service	Filter Services of Alabama	June 30, 2015
51901-13B-014 (Rebid)	Rental of Uniforms	Support Service Engineering	G & K Services	June 30, 2016
51901-12B-011 (Rebid)	Garbage Collection	Support Services	Advanced Disposal	June 30, 2015
51901-12B-011A (Rebid)	Garbage Collection	Support Services	Waste Away Group	June 30, 2015
<u>JULY</u>				
51901-13B-019 (Renewable)	Grass Cutting Svc	Support Services	Humphries Lawn Svc	July 31, 2015
52200-14B-008 *(Rebid)	Inmate Phone System	Detention Facility	Legacy	July 31, 2017*
<u>AUGUST</u>				
51100-13B-024 (Renewable)	Pest Control Services	County Commission	Topco Pest Control	August 31, 2015

52200-14B-011 (Renewable)	Inmate Uniforms	Detention Facility	Robinson Textiles	August 31, 2015
51965-14B-014 *(Rebid)	Internet Service	Information Systems	TW Telecom of Alabama	August 31, 2017*
51901-14B-012 (Renewable)	Janitorial Service	Support Services	Chano & Sons	August 31, 2015

TOTAL SALES TAX COLLECTION COMPARISON -
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015
New Presentation Showing No Audit Proceeds Or Refunds Paid Out
(Better Presentation For Comparison To City Collections)

FY TOTALS **840,572,214.24**

Notes: Collections Shown Above For Prior Year September 2008 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

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

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

FY 15 Compared to FY 14

Month Taxes Deposited	FY 15 County Collections at 1.5%	FY 14 County Collections at 1.5%	Difference	%	FY 13 County Collections at 1.5%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	\$3,394,358.13	\$3,280,219.93	114,138	3.48%	\$3,142,293.65	\$3,105,077.65	\$3,120,218.27	\$3,939,534.46	\$3,191,708.22	\$3,395,191.28	\$3,519,688.11	\$3,410,382.42	\$3,195,325.00	\$3,960,165.00
NOVEMBER	\$3,624,138.56	\$3,360,233.90	263,905	7.85%	\$3,189,307.66	\$3,011,716.15	\$3,576,268.71	\$2,950,712.59	\$3,056,328.46	\$3,358,061.41	\$3,354,320.41	\$3,327,562.76	\$3,132,800.48	\$3,838,525.00
DECEMBER	\$3,460,114.32	\$3,302,663.69	157,451	4.75%	\$3,272,129.39	\$3,149,630.66	\$3,041,441.83	\$2,863,369.46	\$2,980,678.76	\$3,447,637.03	\$3,515,241.33	\$3,295,106.45	\$3,228,069.00	\$3,630,007.00
JANUARY	\$4,142,888.31	\$3,866,944.98	282,641	7.31%	\$3,931,474.14	\$3,942,439.37	\$3,872,328.62	\$3,707,672.89	\$3,948,080.22	\$4,235,610.44	\$4,471,028.80	\$4,340,300.52	\$4,349,424.86	\$3,790,765.00
FEBRUARY	\$3,210,816.61	\$2,939,691.96	271,165	9.22%	\$3,049,182.57	\$2,967,216.00	\$2,893,810.33	\$2,848,671.98	\$2,972,861.06	\$3,153,391.51	\$3,575,040.47	\$3,286,713.91	\$3,054,230.19	\$2,926,065.00
MARCH	\$3,590,388.82	\$3,426,691.89	163,697	4.78%	\$3,121,421.86	\$3,237,663.70	\$3,096,921.29	\$3,061,962.19	\$3,003,260.55	\$3,277,003.83	\$3,331,966.46	\$3,324,104.90	\$3,191,913.71	\$2,912,000.00
APRIL		\$3,823,236.66	(3,823,237)	-100.00%	\$3,899,834.70	\$3,676,164.32	\$3,455,127.04	\$3,529,368.01	\$3,258,968.59	\$3,505,146.23	\$3,655,834.56	\$3,664,064.49	\$3,619,630.00	\$3,351,361.00
MAY		\$3,325,765.16	(3,325,765)	-100.00%	\$3,399,131.70	\$3,291,144.58	\$3,293,603.01	\$3,146,504.02	\$3,126,406.34	\$3,334,391.90	\$3,493,717.40	\$3,449,597.26	\$3,510,500.00	\$3,177,334.00
JUNE		\$3,410,441.51	(3,410,442)	-100.00%	\$3,346,454.43	\$3,320,667.09	\$3,215,941.38	\$3,096,242.43	\$3,083,324.36	\$3,726,267.77	\$3,613,241.35	\$3,476,148.70	\$3,309,666.46	\$3,121,984.00
JULY		\$3,839,316.87	(3,839,316)	-100.00%	\$3,349,663.44	\$3,394,791.83	\$3,288,529.43	\$3,171,968.25	\$3,398,263.80	\$3,338,065.40	\$3,827,288.50	\$3,616,589.34	\$3,554,031.35	\$3,097,148.00
AUGUST		\$3,419,724.56	(3,419,725)	-100.00%	\$3,183,063.78	\$3,180,649.41	\$3,135,660.82	\$2,942,106.46	\$3,006,383.69	\$3,242,514.25	\$3,665,063.19	\$3,352,803.06	\$3,242,646.18	\$3,108,671.00
SEPTEMBER		\$3,444,563.36	(3,444,563)	-100.00%	\$3,292,477.17	\$3,232,972.57	\$3,183,462.26	\$3,023,207.56	\$3,126,963.16	\$3,599,065.19	\$3,500,110.06	\$3,461,333.75	\$3,359,460.00	\$3,065,193.00
Year to Date	\$21,227,705.25	\$20,175,566.23	1,052,139	5.21%	\$39,756,124.69	\$39,280,734.22	\$39,579,469.69	\$37,185,367.02	\$37,988,900.45	\$41,507,394.96	\$42,764,677.47	\$42,047,677.59	\$40,667,326.25	\$37,378,653.00
FY TOTALS														

26-2

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015
(Better Presentation For Comparison To City Collections)

Month Taxes Deposited	FY 15 Compared to FY 14									
	FY 15 County Collections at 1.0%	FY 14 County Collections at 1.0%	Difference	%	FY 13 County Collections at 1.0%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%
OCTOBER	\$2,225,894.15	\$2,140,553.20	85,341	3.98%	\$2,055,958.51	\$2,033,896.34	\$2,017,098.53	\$1,853,518.08	\$2,114,917.41	\$2,278,283.10
NOVEMBER	\$2,307,237.49	\$2,132,952.18	174,285	8.17%	\$2,050,214.94	\$2,005,042.84	\$1,920,728.11	\$1,805,446.45	\$2,022,388.26	\$2,225,755.38
DECEMBER	\$2,255,396.51	\$2,189,595.98	65,800	3.01%	\$2,156,355.11	\$2,065,393.99	\$1,945,295.43	\$1,505,191.18	\$2,135,065.18	\$2,254,514.11
JANUARY	\$2,711,194.29	\$2,559,365.17	151,829	5.93%	\$2,688,733.79	\$2,649,323.26	\$2,559,948.92	\$2,425,690.42	\$2,630,917.55	\$2,811,428.31
FEBRUARY	\$2,094,244.71	\$1,944,371.08	149,873	7.71%	\$1,955,240.59	\$1,945,300.50	\$1,954,357.49	\$1,852,038.54	\$1,991,527.50	\$2,112,552.91
MARCH	\$2,225,802.98	\$2,243,988.50	(18,186)	-0.81%	\$2,222,402.12	\$2,150,408.15	\$2,018,325.79	\$1,987,878.13	\$1,982,069.68	\$2,172,215.54
APRIL		\$2,377,320.10	(2,377,320)	-100.00%	\$2,345,968.28	\$2,335,160.47	\$2,251,890.23	\$2,295,491.42	\$2,151,195.40	\$2,319,523.56
MAY		\$2,376,594.57	(2,376,595)	-100.00%	\$2,161,387.07	\$2,091,288.22	\$2,075,413.33	\$2,035,714.52	\$2,065,538.54	\$2,212,003.37
JUNE		\$2,243,198.38	(2,243,198)	-100.00%	\$2,170,841.10	\$2,125,235.86	\$2,075,430.33	\$1,988,330.56	\$2,045,108.23	\$2,480,987.51
JULY		\$2,305,258.58	(2,305,257)	-100.00%	\$2,170,477.57	\$2,161,015.90	\$2,165,532.70	\$2,043,667.02	\$2,143,510.94	\$2,311,035.51
AUGUST		\$2,192,463.54	(2,192,464)	-100.00%	\$2,131,172.31	\$2,075,948.86	\$1,982,708.14	\$1,956,533.51	\$1,995,115.51	\$2,154,915.50
SEPTEMBER		\$2,187,947.94	(2,187,948)	-100.00%	\$2,153,146.41	\$2,101,558.77	\$2,053,535.49	\$1,953,355.70	\$2,022,315.76	\$2,332,187.51
Year to Date	\$13,820,570.15	\$13,180,851.12	\$639,719	4.85%	\$25,958,089.80	\$25,755,001.56	\$24,525,355.73	\$24,226,007.24	\$25,249,555.44	\$27,558,559.35
FY TOTALS		\$25,708,270.94								

NOTES:
 Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011 or 2012. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.
 Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2011.
 Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

**MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

FY 15 Compared to FY 14

Month Taxes Deposited	FY 15 County Collections at 1.0%	FY 14 County Collections at 1.0%	Difference	%	FY 13 County Collections at 1.0%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	\$2,239,274.92	\$2,188,082.81	\$51,192	3.76%	\$2,069,868.92	\$2,049,888.39	\$2,038,900.90	\$1,920,008.74	\$2,114,617.41	\$2,276,283.19	\$2,236,878.89	\$2,298,674.28	\$2,130,491.55
NOVEMBER	\$2,397,350.91	\$2,211,660.67	\$185,690	8.40%	\$2,073,063.78	\$2,020,634.85	\$1,944,717.07	\$1,986,913.01	\$2,022,308.28	\$2,229,765.88	\$2,241,537.54	\$2,232,178.90	\$2,072,993.19
DECEMBER	\$2,285,418.32	\$2,176,888.07	\$108,528	5.03%	\$2,161,032.89	\$2,108,410.30	\$1,988,363.73	\$1,889,563.07	\$2,136,086.18	\$2,294,514.11	\$2,174,548.44	\$2,282,808.44	\$2,136,398.13
JANUARY	\$2,738,514.41	\$2,563,030.73	\$175,484	6.85%	\$2,616,527.80	\$2,668,032.94	\$2,569,227.82	\$2,433,594.56	\$2,620,917.55	\$2,811,428.31	\$2,567,724.05	\$2,564,655.09	\$2,817,342.78
FEBRUARY	\$2,105,538.24	\$1,930,503.86	\$175,034	9.07%	\$1,991,365.15	\$1,989,442.33	\$1,889,446.59	\$1,857,588.56	\$1,961,527.88	\$2,112,882.81	\$2,253,143.01	\$2,240,700.16	\$2,027,212.99
MARCH	\$2,245,000.21	\$2,261,069.69	\$(16,069)	-0.71%	\$2,074,145.97	\$2,142,089.15	\$2,038,908.47	\$2,000,097.08	\$1,982,069.88	\$2,173,215.54	\$2,203,462.52	\$2,218,023.74	\$2,111,735.34
APRIL		\$2,524,294.50	\$(2,524,295)	-100.00%	\$2,360,555.16	\$2,352,398.16	\$2,278,862.01	\$2,312,488.34	\$2,183,186.40	\$2,318,623.54	\$2,552,776.74	\$2,510,946.03	\$2,384,488.02
MAY		\$2,229,841.11	\$(2,229,841)	-100.00%	\$2,159,460.97	\$2,117,697.60	\$2,191,768.43	\$2,086,197.80	\$2,066,838.64	\$2,212,009.37	\$2,290,604.35	\$2,394,183.45	\$2,324,728.28
JUNE		\$2,233,171.70	\$(2,233,172)	-100.00%	\$2,183,872.05	\$2,171,026.56	\$2,116,603.54	\$2,032,868.37	\$2,042,109.23	\$2,480,867.81	\$2,391,375.92	\$2,318,772.70	\$2,190,836.81
JULY		\$2,462,381.81	\$(2,462,382)	-100.00%	\$2,194,793.45	\$2,164,757.82	\$2,178,348.26	\$2,085,198.37	\$2,142,810.94	\$2,211,035.81	\$2,415,981.16	\$2,422,187.82	\$2,350,887.70
AUGUST		\$2,260,660.90	\$(2,260,661)	-100.00%	\$2,131,451.32	\$2,096,370.72	\$2,098,472.99	\$1,921,334.37	\$1,998,118.81	\$2,154,916.90	\$2,231,903.25	\$2,293,972.89	\$2,098,978.08
SEPTEMBER		\$2,271,099.25	\$(2,271,099)	-100.00%	\$2,178,821.22	\$2,116,841.79	\$2,077,732.37	\$1,979,641.24	\$2,065,848.81	\$2,332,187.81	\$2,342,165.12	\$2,315,768.43	\$2,200,938.80
Year to Date	\$14,011,094.01	\$13,300,236.53	\$710,857	5.34%	\$26,185,398.48	\$25,989,521.41	\$25,354,452.27	\$24,344,285.23	\$25,283,118.49	\$27,598,509.38	\$28,400,082.29	\$28,373,821.59	\$28,845,038.37
FY TOTALS		\$27,221,875.60											

26-4

MONTGOMERY COUNTY COMMISSION
TOTAL LODGING TAX COLLECTION COMPARISON
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

Month Taxes Deposited	FY 15 County Collections (Net of Audits)	FY 14 County Collections (Net of Audits)	Difference	FY 14% of FY 13	FY 13 County Collections (Net of Audits)	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections	FY 06 County Collections
OCTOBER	\$202,831.97	\$125,810.01	\$77,121.96	61.30%	\$130,518.53	\$129,788.38	\$90,480.70	\$76,167.78	\$90,394.00	\$86,389.00	\$96,766.98	
NOVEMBER	\$203,853.15	\$134,418.38	\$69,434.76	51.66%	\$129,403.01	\$139,865.04	\$97,820.73	\$83,493.00	\$91,018.28	\$82,912.00	\$89,391.10	
DECEMBER	\$189,304.69	\$131,612.41	\$57,692.28	50.67%	\$122,048.52	\$135,043.41	\$73,352.85	\$75,284.57	\$78,816.00	\$70,910.00	\$81,974.31	
JANUARY	\$189,614.07	\$175,562.73	\$14,051.34	8.00%	\$119,034.95	\$116,990.65	\$117,494.72	\$77,090.82	\$83,846.00	\$74,508.00	\$71,218.23	
FEBRUARY	\$185,372.85	\$173,388.88	\$12,002.97	6.82%	\$110,354.08	\$112,071.38	\$110,488.53	\$79,625.91	\$85,773.76	\$89,418.38	\$72,734.13	
MARCH	\$203,648.13	\$202,573.31	\$1,074.82	0.53%	\$120,791.98	\$140,558.61	\$133,350.07	\$81,658.00	\$89,980.66	\$104,324.00	\$79,463.09	
APRIL		\$223,538.94	-\$223,538.94	-100.00%	\$154,554.57	\$155,598.79	\$143,432.70	\$97,434.00	\$89,419.90	\$98,290.44	\$91,745.00	\$77,484.40
MAY		\$203,301.77	-\$203,301.77	-100.00%	\$139,910.11	\$132,858.15	\$135,834.33	\$90,676.00	\$83,291.00	\$94,118.00	\$103,146.70	\$84,985.48
JUNE		\$226,716.73	-\$226,716.73	-100.00%	\$143,536.98	\$138,452.50	\$133,738.74	\$86,555.65	\$90,215.00	\$88,706.00	\$80,069.00	\$88,320.49
JULY		\$236,103.50	-\$236,103.50	-100.00%	\$147,306.61	\$148,942.78	\$145,371.25	\$86,482.84	\$87,515.78	\$101,972.09	\$91,751.00	\$94,752.91
AUGUST		\$238,386.25	-\$238,386.25	-100.00%	\$146,925.48	\$148,822.89	\$147,058.56	\$98,310.00	\$94,001.00	\$92,973.52	\$86,222.00	\$94,752.91
SEPTEMBER		\$203,577.01	-\$203,577.01	-100.00%	\$137,316.54	\$139,758.00	\$142,708.12	\$87,044.00	\$88,034.28	\$95,829.95	\$87,431.00	\$85,760.00
Year to Date	\$1,183,724.86	\$943,346.73	\$240,378.13	25.48%	\$1,600,689.31	\$1,631,817.20	\$1,471,103.90	\$1,037,902.47	\$1,010,105.52	\$1,059,041.41	\$1,034,912.24	\$431,353.28

FY TOTALS \$2,278,970.93

NOTES:

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

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

March 2015 - February 2015 Lodging Tax Returns Were Not Filed Or Remitted In March 2015 For ID#39062, ID#39061 and ID#42688. These Taxpayers Have Been Contacted As Of 9/4/2015 Specific To The Delinquent Returns.

26-5

MONTGOMERY COUNTY COMMISSION
TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

Month Taxes Deposited	FY 15 County Collections	FY 14 County Collections	Difference	FY 15 % of FY 14	FY 13 County Collections	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	\$127,603.30	\$115,848.14	\$11,754.16	10.15%	\$117,747.11	\$122,357.70	\$129,403.41	\$128,602.78	\$122,519.40	\$131,431.18	\$147,134.51	\$149,691.76	\$138,283.70	\$138,524.25
NOVEMBER	\$133,258.71	\$144,867.33	-\$11,618.62	-8.02%	\$128,827.51	\$128,138.43	\$131,821.86	\$131,108.74	\$146,968.08	\$138,848.82	\$149,345.81	\$170,806.01	\$140,784.98	\$139,303.08
DECEMBER	\$122,058.10	\$118,369.28	\$2,688.81	2.25%	\$119,209.28	\$123,734.46	\$122,893.87	\$121,824.96	\$128,525.74	\$130,578.52	\$142,001.38	\$137,069.48	\$137,192.77	\$130,514.23
JANUARY	\$134,168.69	\$124,402.93	\$9,765.76	7.85%	\$119,438.38	\$123,388.08	\$132,468.90	\$134,624.20	\$133,188.99	\$132,710.13	\$137,632.24	\$148,594.52	\$143,617.17	\$140,807.20
FEBRUARY	\$133,857.18	\$116,262.54	\$17,594.61	14.96%	\$120,575.79	\$116,317.80	\$117,843.98	\$124,816.72	\$124,744.47	\$122,467.49	\$128,594.54	\$121,387.94	\$126,331.83	\$131,583.01
MARCH	\$124,054.65	\$113,188.87	\$10,865.78	9.63%	\$116,358.70	\$118,944.98	\$119,746.83	\$122,740.78	\$122,181.42	\$127,838.30	\$128,748.18	\$146,483.12	\$130,888.28	\$132,285.94
APRIL		\$129,185.59	-\$129,185.59	-100.00%	\$132,760.62	\$125,185.59	\$133,872.83	\$140,284.48	\$131,464.91	\$143,882.53	\$121,078.37	\$147,351.92	\$146,780.44	\$148,737.03
MAY		\$127,482.01	-\$127,482.01	-100.00%	\$128,978.82	\$127,148.28	\$128,147.03	\$139,372.47	\$134,088.49	\$134,882.53	\$130,277.77	\$135,435.46	\$143,700.38	\$142,563.23
JUNE		\$132,708.57	-\$132,708.57	-100.00%	\$135,038.74	\$133,057.98	\$131,343.85	\$138,630.67	\$130,918.07	\$160,688.15	\$142,064.48	\$143,688.10	\$146,728.10	\$137,113.76
JULY		\$128,657.89	-\$128,657.89	-100.00%	\$136,889.14	\$129,894.40	\$130,783.70	\$137,871.94	\$135,895.21	\$133,883.13	\$136,888.57	\$150,335.37	\$146,221.33	\$134,076.13
AUGUST		\$137,914.11	-\$137,914.11	-100.00%	\$134,588.24	\$132,248.94	\$127,265.33	\$139,748.17	\$128,087.38	\$137,111.09	\$138,154.02	\$144,182.10	\$146,790.07	\$146,000.86
SEPTEMBER		\$134,963.91	-\$134,963.91	-100.00%	\$131,991.94	\$138,543.09	\$137,888.99	\$138,578.23	\$140,823.91	\$137,251.76	\$108,065.03	\$182,983.09	\$157,482.54	\$140,566.56
Year to Date	\$774,801.60	\$733,955.10	\$40,846.50	5.57%	\$1,522,528.24	\$1,514,587.99	\$1,543,417.76	\$1,586,295.07	\$1,589,722.77	\$1,622,221.33	\$1,611,975.58	\$1,744,978.85	\$1,708,120.00	\$1,662,125.27

FY Totals \$1,524,827.88

26-6

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

Statistical Report for March 2015

Federal Prisoners Received	21
Federal Prisoner Carryovers from Previous Month	53
Total Federal Inmate Days	1705

State Inmates Received	418
State Inmate Carryovers from Previous Month	489
Total State Inmates in Facility this Month	907
Total Carryovers to Next Month	513
Total State Inmate Days	15,675

Total Inmates (State and Federal Combined)	981
Total Inmate Days (State and Federal Combined)	17,380
* Average Daily Population	621

Total Days Billed to the State	15,675
Amount Charged to the State	\$ 27,431.25
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 27,780.00

Total Spent for Food this Month	\$42,746.63
Amount Over Allowance	\$42,397.88
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$2.73

2016 APR -9 AM 08:19

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

VOUCHER NO.

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

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

DATE VOUCHER PREPARED

April 1, 2015

CONTRACT NUMBER AND DATE

REQUISITION NUMBER AND DATE

SCHEDULE NO.

PAID BY

USMS M/AL Montgomery

**PAYEE'S
NAME
AND
ADDRESS**

Mac Sim Butler Detention Facility
225 South McDonough Street
Montgomery, AL 36106
(334) 832-1665 (Corlis Miles)
Fax: (334) 265-0990
CorlisMiles@mc-ala.org

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM

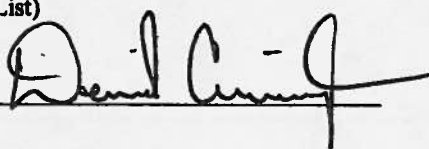
TO

WEIGHT

GOVERNMENT B/L NO.

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT		AMOUNT (1)
				COST	PER	
February Jail Bill	03-01-15 thru 0-31-15	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1705	\$48.00	Day	\$81,840.00

Submitted by:



(Use continuation sheets) if necessary)

(Payee must NOT use the space below)

TOTAL

\$81,840.00

PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES
☐ PROVISIONAL	= \$	= \$1.00	
☐ COMPLETE	BY (2)		
☐ PARTIAL			
☐ FINAL			
☐ PROGRESS	TITLE		Amount verified; correct for
☐ ADVANCE			(Signature or initials)

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

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

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

PRIVACY ACT STATEMENT

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

272

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

Montgomery County Commission & Derrick Cunningham Sheriff of

Montgomery

County.

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

March, 2015

Month Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	497					497	\$ 869.75	\$ 11.25
2	494					494	\$ 864.50	\$ 11.25
3	501					501	\$ 876.75	\$ 11.25
4	517					517	\$ 904.75	\$ 11.25
5	511					511	\$ 894.25	\$ 11.25
6	509					509	\$ 890.75	\$ 11.25
7	511					511	\$ 894.25	\$ 11.25
8	512					512	\$ 896.00	\$ 11.25
9	513					513	\$ 897.75	\$ 11.25
10	516					516	\$ 903.00	\$ 11.25
11	518					518	\$ 906.50	\$ 11.25
12	517					517	\$ 904.75	\$ 11.25
13	503					503	\$ 880.25	\$ 11.25
14	502					502	\$ 878.50	\$ 11.25
15	504					504	\$ 882.00	\$ 11.25
16	502					502	\$ 878.50	\$ 11.25
17	507					507	\$ 887.25	\$ 11.25
18	504					504	\$ 882.00	\$ 11.25
19	505					505	\$ 883.75	\$ 11.25
20	489					489	\$ 855.75	\$ 11.25
21	491					491	\$ 859.25	\$ 11.25
22	493					493	\$ 862.75	\$ 11.25
23	493					493	\$ 862.75	\$ 11.25
24	505					505	\$ 883.75	\$ 11.25
25	510					510	\$ 892.50	\$ 11.25
26	519					519	\$ 908.25	\$ 11.25
27	503					503	\$ 880.25	\$ 11.25
28	504					504	\$ 882.00	\$ 11.25
29	505					505	\$ 883.75	\$ 11.25
30	506					506	\$ 885.50	\$ 11.25
31	514					514	\$ 899.50	\$ 11.25
Total	15675	0	0	0	0	15675	\$ 27,431.25	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 27,431.25

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

Total Amount \$ 27,780.00

Affadavit of the Sheriff before Notary Public
 The State of Alabama Montgomery County

Before me

Notary Public, personally appeared

Montgomery County Commission & Derrick Cunningham
 makes oath that the within account for
 that no part here of has been paid.

Sheriff of said County, who being by me sworn,
 27780.00 Dollars is correct and

Sworn to and subscribe before me this

10th

day of

April, 2015

[Signature]
 Sheriff Signature

[Signature]
 Notary Public Signature

27-3

[illegible][illegible]

<u>Drug Court</u>	
\$46,600.00	
\$21,580.00	
\$25,020.00	

Budget Allocation (Anticipated Revenue)
Total Amount Collected/Billed to Date
Balance (of anticipated revenue)

Revenue Comparison to Prior Year
Current FY Year to Date Total
Prior Year to Date
Difference From Prior Year

Total Projected Fees from All Other Sources*
Target Amount expected to be collected/billed by date
Total Collected/Billed to date

Difference from Anticipated Revenue to Date + or -
***Other than from County Appropriations**

\$511,200.00	Target Percent	50.00%
\$255,600.00	% of Goal Collected/Billed to date**	
\$233,721.00		

Completed this FY 43.72%

28-1

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-03-15

Check Number	To	Check Number
252046		252083
Total Checks Paid		\$255,090.93

**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: 03/30/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	03/30/2015	252046 Accounts Payable	Snead Agricultural Supply & Services Inc.		173,016.00
	Invoice	Date	Description		Amount
	dist 2	03/30/2015	Snead Agricultural - District II - Tractor		57,672.00
	dist 1	03/30/2015	Snead Agricultural - District I - Tractor		57,672.00
	dist 3	03/30/2015	Snead Agricultural - District III - Tractor		57,672.00
DISB Disbursement Fund 719 Totals:					\$173,016.00

Transactions: 1

Checks: 1 \$173,016.00

29-4

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719						
Check	04/03/2015	252047	Accounts Payable	Acme Propane Gas Company Migy. EV#489079		49.10
	Invoice		Date	Description		Amount
	21823		03/27/2015	Acme Propane - District I - Ticket #21823		49.10
Check	04/03/2015	252048	Accounts Payable	Alabama Auto Carriage EV #510880		657.77
	Invoice		Date	Description		Amount
	5041208		03/27/2015	Alabama Auto Carriage - Truck #2047		657.77
Check	04/03/2015	252049	Accounts Payable	Alabama Machinery & Supply Co. (EV#285441)		140.91
	Invoice		Date	Description		Amount
	981426		03/06/2015	D-10850		70.00
	981620		03/06/2015	D-11177		70.91
Check	04/03/2015	252050	Accounts Payable	Alabama Power Company EV# 40635		674.98
	Invoice		Date	Description		Amount
	2015-00002037		03/27/2015	Power Bill# 78933-96003		536.44
	2015-00002110		03/27/2015	Power Bill# 34432-82052		138.54
Check	04/03/2015	252051	Accounts Payable	Best One Tires EV#307216		5,854.80
	Invoice		Date	Description		Amount
	4140031250		03/27/2015	Best One Tires - Tractor #'s 2030, 2041, 3031, & 3031		5,128.08
	4140031378		03/27/2015	Best One Tires - Truck #1034		726.72
Check	04/03/2015	252052	Accounts Payable	Blue Ridge Mountain Water, Inc. EV# 496017		81.00
	Invoice		Date	Description		Amount
	727670		03/27/2015	Water for GJ & Witnesses; Inv#727670; Acct#004923; 3/23/15		81.00
Check	04/03/2015	252053	Accounts Payable	Calvin Johnson EV# NOT REQ.		64.40
	Invoice		Date	Description		Amount
	Rq# 11		03/27/2015	Travel Reimb for ACA Exam (Trav Req # 11) on March 27, 2015 Aub		64.40
Check	04/03/2015	252054	Accounts Payable	Care Here, LLC EV#456819		9.44
	Invoice		Date	Description		Amount

29-5

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	INV1217		03/27/2015	CareHere - Drug Tests		9.44
	04/03/2015	252055	Accounts Payable	Carquest Auto Parts of Montg EV# 19959		147.47
	Invoice		Date	Description		Amount
	2792-269808		03/06/2015	S-4838 Truck #'s 3037 & 3048		26.88
	2792-269809		03/06/2015	S-4839 Tractor #'s 2035 & 2041		106.92
	2792-269815		03/06/2015	S-4841 Shop		13.67
Check	04/03/2015	252056	Accounts Payable	Clifton Lovejoy (EV#N/A)		250.00
	Invoice		Date	Description		Amount
	2015-00002111		03/27/2015	EVN Program 3.3.15 thru 3.31.15		250.00
Check	04/03/2015	252057	Accounts Payable	Coblentz Equipment & Parts Co., Inc.		11,256.14
	Invoice		Date	Description		Amount
	47581		03/27/2015	Coblentz Equipment & Parts - Districts I, II, & III		3,523.32
	48125		03/06/2015	S-4842 Tractor #1-217		224.84
	47671		03/27/2015	Coblentz Equipment & Parts - Districts I, II, & III Cutter		7,507.98
Check	04/03/2015	252058	Accounts Payable	Cost Plus Dental, LLC EV# 614644		9,060.00
	Invoice		Date	Description		Amount
	04/2015		03/27/2015	April 2015 Invoice, 302 participants @ \$30./ea		9,060.00
Check	04/03/2015	252059	Accounts Payable	CrossFit Saints Forge EV# 468842		700.00
	Invoice		Date	Description		Amount
	201503		03/27/2015	Inv. 201503, 3/1/15, 7 participants @ \$100/ea		700.00
Check	04/03/2015	252060	Accounts Payable	Curtis Gage EV# NOT REQ.		500.00
	Invoice		Date	Description		Amount
	2015-00002112		03/27/2015	EVN Program 3.3.15 thru 3.31.15		500.00
Check	04/03/2015	252061	Accounts Payable	Derrick W. Sanders EV# NOT REQ.		1,425.00
	Invoice		Date	Description		Amount
	2015-00002050		03/27/2015	EVN Program 2.27.15 thru 3.24.15		1,425.00
Check	04/03/2015	252062	Accounts Payable	Emergency Lighting By Haynes EV# 473062		130.00
	Invoice		Date	Description		Amount

29-6

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1500484-IN	03/08/2015		S-4843 Truck #2048		130.00
	04/03/2015	252063	Accounts Payable	F & E Sportswear, Inc. EV# 523870		137.10
Check	32259	03/27/2015		Yard Sign for Dunbar-Ramer T-Ball/Softball Registration		137.10
	04/03/2015	252064	Accounts Payable	Gary's Small Motors		62.73
Check	15037	03/06/2015		D-10922		62.73
	04/03/2015	252065	Accounts Payable	Gon , Lee Seong		42,000.00
Check	2015-00002103	03/27/2015		Excess Bid Real Estate Tax Sale		42,000.00
	04/03/2015	252066	Accounts Payable	Independent Stationers, Inc.		15.92
Check	IN-000511384	03/27/2015		Smead A-Z Green Pressboard Self Tab File Guides Letter Size Gree		15.92
	04/03/2015	252067	Accounts Payable	Lowes Home Centers, Inc. EV#19959		331.23
Check	34610	03/06/2015		D-11128		85.32
	34948	03/06/2015		D-11176		94.86
Check	34158	03/06/2015		S-4840 Sign Shop		151.05
	04/03/2015	252068	Accounts Payable	McQuick Printing Company EV#494840		47.00
Check	48983	03/27/2015		500 Business Cards for J'Varra McCall-Martin		47.00
	04/03/2015	252069	Accounts Payable	Mid-South Electric Company EV# 480564		1,581.00
Check	15-149	03/27/2015		Mid-South Electric - County Shop		1,581.00
	04/03/2015	252070	Accounts Payable	Montgomery City County Public Library		200.00
Check	03/28/15 Stmt	03/27/2015		Advertising for MCSO		200.00
	04/03/2015	252071	Accounts Payable	Montgomery County General Fund EV# Not		64.75

29-7

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Required						
	Invoice		Date	Description		Amount
Check	2015-00002084		03/27/2015	Postage Usage For - 03/02-31/15		64.75
	04/03/2015	252072	Accounts Payable	Montgomery County General Fund EV# Not Required		1,417.58
Required						
	Invoice		Date	Description		Amount
Check	2015-00002085		03/27/2015	Gas Usage Misc Funds - 03/2015		1,417.58
	04/03/2015	252073	Accounts Payable	Patrick Ethan McCulloch		150.00
Required						
	Invoice		Date	Description		Amount
Check	2015-00002053		03/27/2015	Reimbursement for Rapid Response Training (per diem only)		150.00
	04/03/2015	252074	Accounts Payable	Quint-Mar Water Authority		20.80
Required						
	Invoice		Date	Description		Amount
Check	2015-00002109		03/27/2015	Water Bill# 1-08-00620		20.80
	04/03/2015	252075	Accounts Payable	Sasser, Ed dba Capital Polygraph EV N/A		100.00
Required						
	Invoice		Date	Description		Amount
Check	2015-00002092		03/27/2015	POLYGRAPH TESTING FOR THE MONTH OF MARCH 15		100.00
	04/03/2015	252076	Accounts Payable	Shari M. Williams		400.00
Required						
	Invoice		Date	Description		Amount
Check	2015-00002052		03/27/2015	Reimbursement for Rapid Response Training		400.00
	04/03/2015	252077	Accounts Payable	Siemens Healthcare Diagnostics CEV# 159048		857.20
Required						
	Invoice		Date	Description		Amount
Check	973481181		03/27/2015	Drug Supplies		857.20
	04/03/2015	252078	Accounts Payable	Southland International Trucks Inc. EV#407682		193.12
Required						
	Invoice		Date	Description		Amount
	B197042		03/06/2015	S-4837 Truck #s 1010 & 2014		105.68
	B197140		03/06/2015	S-4845 Truck #5046		25.10
	B197125		03/06/2015	S-4844 Truck #1019		62.34

29-8

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/03/2015	252079	Accounts Payable	Spherion Staffing LLC		396.30
	Invoice		Date	Description		Amount
	13559309		03/27/2015	Pay Invoice #13559309 - Montgomery County - Brittany Lopez		396.30
Check	04/03/2015	252080	Accounts Payable	Sunsouth EV# 432875		371.79
	Invoice		Date	Description		Amount
	1947453		03/06/2015	S-4835 Sprayer #303		189.51
	1950374		03/06/2015	S-4836 Tractor #'s 5039 & 5040		182.28
Check	04/03/2015	252081	Accounts Payable	Tax Management Associates, Inc.		2,600.00
	Invoice		Date	Description		Amount
	176401		03/27/2015	Fees for auditing services Invoice #176401		2,600.00
Check	04/03/2015	252082	Accounts Payable	Tracy Powell EV# NOT REQ.		64.40
	Invoice		Date	Description		Amount
	Rq# 11		03/27/2015	Travel Reimb for ACA Exam (Trav Req # 11) on March 27, 2015 Aub		64.40
Check	04/03/2015	252083	Accounts Payable	Waste Away Group, Inc. - EV#88842		63.00
	Invoice		Date	Description		Amount
	422322224052		03/27/2015	Waste Away - Apr 2015		63.00
DISB Disbursement Fund 719 Totals:						\$82,074.93
Transactions: 37						
Checks:		37				\$82,074.93

29-9

29-10

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-03-15

Check Number	To	Check Number
252084		252160
Total Checks Paid		\$184,863.73

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

29-11

29-12

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	04/03/2015	252084 Accounts Payable	8284, Inc.		2,574.62
	Invoice	Date	Description		Amount
	32315MCD0C	03/30/2015	Security Services for MCDF Inmates		2,401.20
	32715 MCDOC	03/30/2015	Security Services for MCDF Inmates		53.36
	32615 MCDOC	03/30/2015	Security Services for MCDF Inmates		120.06
Check	04/03/2015	252085 Accounts Payable	Aviands, LLC		19,436.79
	Invoice	Date	Description		Amount
	79905	03/30/2015	F17336		9,810.16
	79956	03/30/2015	F17337		9,626.63
Check	04/03/2015	252086 Accounts Payable	A-Z Pumping Jr.		250.00
	Invoice	Date	Description		Amount
	3/10/15	03/30/2015	Septic Tank Services		250.00
Check	04/03/2015	252087 Accounts Payable	ADP, Inc. EV N/a-		313.80
	Invoice	Date	Description		Amount
	451776708	03/30/2015	ezLaborManager system and maintenance		313.80
Check	04/03/2015	252088 Accounts Payable	Advanced Disposal EV# 11815		926.21
	Invoice	Date	Description		Amount
	SK0003077984	03/30/2015	Garbage Service - Annex I 132 Adams Avenue		285.78
	SK0003077983	03/30/2015	Garbage Service - Annex II 125 Washington Avenue		64.00
	SK0003077982	03/30/2015	YF12089		172.00
	sk0003075760	03/30/2015	Monthly service for disposal (MCDF)		188.00
	sk0003074654	03/30/2015	Advanced Disposal - Disposal Service		28.19
	sk0003074668	03/30/2015	Advanced Disposal - Disposal Service		188.24
Check	04/03/2015	252089 Accounts Payable	AL Dept of Environmental Management EV 443504		270.00
	Invoice	Date	Description		Amount
	2015003517	03/30/2015	Annual Underground Storage Tank Regulatory Fees		270.00
Check	04/03/2015	252090 Accounts Payable	Alabama Power Company EV# 40635		11,228.32
	Invoice	Date	Description		Amount

29-13

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002040		03/30/2015	POWER BILL/79353-96005		69.79
	2015-00002041		03/30/2015	POWER BILL/77073-86004		2,136.25
	2015-00002042		03/30/2015	POWER BILL/51243-83012		52.87
	2015-00002043		03/30/2015	POWER BILL/45130-02049		7,659.78
	2015-00002104		03/30/2015	POWER BILL/45835-42003		1,053.74
	2015-00002105		03/30/2015	POWER BILL/76233-86011		255.89
Check	04/03/2015	252091	Accounts Payable	Alabama Precision Transmission, LLC		406.99
	Invoice		Date	Description		Amount
Check	973		03/30/2015	(234)-REPLACE TRANSMISSION FLEX PLATE ON VEH #6346		406.99
	04/03/2015	252092	Accounts Payable	Anja Doyle		275.00
	Invoice		Date	Description		Amount
Check	2015-00002102		03/30/2015	Reimburse Anja Doyle for Deputy Sheriff Lieutenant Assessment		275.00
	04/03/2015	252093	Accounts Payable	Azars Uniforms EV#481508		3,454.56
	Invoice		Date	Description		Amount
Check	2015-00002049		03/30/2015	ACCESSORIES AND UNIFORMS MARCH		3,454.56
	04/03/2015	252094	Accounts Payable	Brevard Extractions, Inc. dba U.S. Prisoner Trans		1,375.28
	Invoice		Date	Description		Amount
Check	20045		03/30/2015	Extradition of Prisoners		1,375.28
	04/03/2015	252095	Accounts Payable	CDW-Government Inc. EV# 109477		1,911.46
	Invoice		Date	Description		Amount
Check	TF71593		03/30/2015	TRIPP 900VA UPS SMART LCD 120V TWR FOR DISPATCH		290.97
	TG47651		03/30/2015	TRIPP 900VA UPS SMART LCD 120V TWR FOR DISPATCH		20.49
	ij90230		03/30/2015	Sony Storage Media -- 50 Tapes		1,800.00
	04/03/2015	252096	Accounts Payable	Center for Governmental Services		500.00
	Invoice		Date	Description		Amount
Check	HERBERT/MILLIAMS		03/30/2015	TR 4 Real & Personal Property Calculations Training		500.00
	04/03/2015	252097	Accounts Payable	Center for Governmental Services		275.00
	Invoice		Date	Description		Amount

29-14

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	FOX		03/30/2015	TR 5 Registration for Property Tax Administration & Laws		275.00
	04/03/2015	252098	Accounts Payable	Central Paper Company Montgomery EV#476929		582.83
	Invoice		Date	Description		Amount
	000506756		03/30/2015	YF12057		7.50
	000506821		03/30/2015	YF12057		5.00
Check	506898		03/30/2015	YF12059		241.75
	000506897		03/30/2015	YF12060		240.65
	000507086		03/30/2015	YF12078		87.93
	04/03/2015	252098	Accounts Payable	Chano & Sons		7,516.91
	Invoice		Date	Description		Amount
Check	978		03/30/2015	Monthly Janitorial Service - All Contracted Building March 2015		6,581.82
	-979		03/30/2015	Monthly Janitorial Service - All Contracted Building March 2015		225.43
	980		03/30/2015	Monthly Janitorial Service - All Contracted Building March 2015		586.00
	2015-00002048		03/30/2015	Monthly Janitorial Service - All Contracted Building March 2015		123.66
	04/03/2015	252100	Accounts Payable	Clarke Mosquito Control Products, Inc. EV#212520		17,364.38
Check	Invoice		Date	Description		Amount
	5064693		03/30/2015	Clarke Mosquito Control - Per Quote #0002012326		14,791.08
	5064694		03/30/2015	Clarke Mosquito Control - Per Quote #0002012326		2,573.30
	04/03/2015	252101	Accounts Payable	Climate Service, Inc. EV# 473752		3,023.33
	Invoice		Date	Description		Amount
Check	150223-069		03/30/2015	Maintenance Agreement - MCDF		3,023.33
	04/03/2015	252102	Accounts Payable	CLS Service EV# 554563		1,330.14
	Invoice		Date	Description		Amount
	10055		03/30/2015	laundry service		501.70
	11254		03/30/2015	Laundry Service for MCDF inmates		828.44
Check	04/03/2015	252103	Accounts Payable	Copaco/DBA Ben Mar Paper EV# 42238		338.40
	Invoice		Date	Description		Amount
	2243357-01		03/30/2015	Invent. Reorder Batch 3/17/2015		169.20

29-15

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2243357-02	03/30/2015	Invent. Reorder Batch 3/17/2015			169.20
	04/03/2015	252104	Accounts Payable	Crosby Electric Co., Inc.		686.57
	Invoice	Date	Description			Amount
Check	16047	03/30/2015	Repair Homeland Security Power Supply 911-Dispatch			686.57
	04/03/2015	252105	Accounts Payable	CU Repairs LLC		119.00
	Invoice	Date	Description			Amount
Check	15	03/30/2015	Install one tri-shield rg6 coaxial cable			119.00
	04/03/2015	252106	Accounts Payable	Dell Marketing LP EV# 49098		68.39
	Invoice	Date	Description			Amount
Check	XJNCTXWVN9	03/30/2015	privacy screen			68.39
	04/03/2015	252107	Accounts Payable	Demco EV# 287055		26.88
	Invoice	Date	Description			Amount
Check	5557682	03/30/2015	Invent. Reorder Batch 3/12/2015			26.88
	04/03/2015	252108	Accounts Payable	Dixie Electric Cooperative EV# 492624		472.56
	Invoice	Date	Description			Amount
Check	2015-00002044	03/30/2015	ELECTRIC BILL/19397004			36.18
	2015-00002045	03/30/2015	ELECTRIC BILL/19397005			409.25
	2015-00002046	03/30/2015	ELECTRIC BILL/19397006			27.13
	04/03/2015	252109	Accounts Payable	Eagle Battery, Inc. EV# 511473		615.00
	Invoice	Date	Description			Amount
	REF 53439	03/30/2015	REPLACE BATTERIES MAR			165.00
	REF 53407	03/30/2015	REPLACE BATTERIES MAR			80.00
	REF 53431	03/30/2015	REPLACE BATTERIES MAR			80.00
	REF 53432	03/30/2015	REPLACE BATTERIES MAR			80.00
	WO 55275	03/30/2015	REPLACE BATTERIES MAR			180.00
	WO 55305	03/30/2015	REPLACE BATTERIES MAR			30.00
	04/03/2015	252110	Accounts Payable	Eastbrook Tire & Auto Ctr Inc. EV# 492469		4,231.87
	Invoice	Date	Description			Amount
Check	2015-00002108	03/30/2015	Tire Replacements, alignments and Misc tire work Mar			4,231.87

29-16

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/03/2015	252111	Accounts Payable	Electronic Security Service EV# 530800		450.00
	Invoice		Date	Description		Amount
	15-0004369		03/30/2015	Quarterly Fire Alarm Monitoring		450.00
Check	04/03/2015	252112	Accounts Payable	Filter Services of Alabama		945.86
	Invoice		Date	Description		Amount
	FS109948MC		03/30/2015	Air Filter Service for the Detention Facility		472.78
	FS110329 MC		03/30/2015	Air Filter Service for the Detention Facility		473.08
Check	04/03/2015	252113	Accounts Payable	Forestry Suppliers, Inc. EV# 127435		444.26
	Invoice		Date	Description		Amount
	718597-00		03/30/2015	Forestry Commission		444.26
Check	04/03/2015	252114	Accounts Payable	G & K Services EV# 29832		210.62
	Invoice		Date	Description		Amount
	1146832600		03/30/2015	Uniform Rental		135.12
	1146832801		03/30/2015	Cleaning Supply Rental		39.90
	1146832599		03/30/2015	Cleaning Supply Rental		35.60
Check	04/03/2015	252115	Accounts Payable	Gamer Electric, Inc.		204.58
	Invoice		Date	Description		Amount
	15-157		03/30/2015	Hook Up Fire Damper in Annex I		204.58
Check	04/03/2015	252116	Accounts Payable	Glidden Professional Paint Center		82.50
	Invoice		Date	Description		Amount
	819003012864		03/30/2015	Oil Base Trim Paint for Annex I		82.50
Check	04/03/2015	252117	Accounts Payable	Goldie Morrisette		220.00
	Invoice		Date	Description		Amount
	2015-00002106		03/30/2015	Reimburse Goldie Morrisette for Deputy Sheriff Lieutenant Asses		220.00
Check	04/03/2015	252118	Accounts Payable	Goodwin Brothers, Inc. EV# 425856		8,693.87
	Invoice		Date	Description		Amount
	76612/76614		03/30/2015	kitchen equipment		8,566.93
	76910		03/30/2015	YF12084		11.94
	76843		03/30/2015	YF12088		115.00

29-17

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/03/2015	252119	Accounts Payable	Graydon C. Newman		165.00
	Invoice		Date	Description		Amount
	2015-00002107	03/30/2015		Reimburse Graydon Newman for Deputy Sheriff Lieutenant Assessmen		165.00
Check	04/03/2015	252120	Accounts Payable	Grosouth EV# 514457		137.45
	Invoice		Date	Description		Amount
	428446	03/30/2015		YF12071		99.95
	428138	03/30/2015		Overtop Weed Killer for Grounds		37.50
Check	04/03/2015	252121	Accounts Payable	Gulf States Distributors EV# 212613		151.95
	Invoice		Date	Description		Amount
	1210097-IN	03/30/2015		REPLACE DUTY BOOTS FOR CSO C FANNING		84.00
	1210387-IN	03/30/2015		WEAPON CLEANING SUPPLIES FOR HONOR GUARD		67.95
Check	04/03/2015	252122	Accounts Payable	Harley-Davidson of Montgomery EV# 487172		726.31
	Invoice		Date	Description		Amount
	363213	03/30/2015		REPLACE EXHAUST PIPE ON MCSO MOTORCYCLE #6369		726.31
Check	04/03/2015	252123	Accounts Payable	Headley Plumbing & Septic Tank EV# N/A-		165.00
	Invoice		Date	Description		Amount
	13364	03/30/2015		YF12081		82.50
	13409	03/30/2015		YF12085		82.50
Check	04/03/2015	252124	Accounts Payable	Hobart Sales & Service EV#149917		3,098.89
	Invoice		Date	Description		Amount
	90363613	03/30/2015		Service Contract		3,098.89
Check	04/03/2015	252125	Accounts Payable	Humphries Lawn Service		3,063.76
	Invoice		Date	Description		Amount
	MARCH 2015	03/30/2015		Monthly Groundskeeping County Parks March 2015		3,063.76
Check	04/03/2015	252126	Accounts Payable	IDW LLC dba ID Wholesaler		1,688.50
	Invoice		Date	Description		Amount
	1092891	03/30/2015		DTC 4500 RIBBONS ITEM #045210		1,688.50
Check	04/03/2015	252127	Accounts Payable	J Wright's Automotive Service EV#40133		133.18

User: Reba McMillan

Pages: 6 of 11

4/2/2015 11:28:10 AM

29-18

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Description		Amount
	25706	03/30/2015	YF12076		33.97
	25706	03/30/2015	YF12077		28.62
	25707	03/30/2015	YF12075		70.59
Check	04/03/2015	252128 Accounts Payable	Jeri Johnson		220.00
	Invoice		Description		Amount
	2015-00002089	03/30/2015	Reimburse Jeri Johnson for Deputy Sheriff Lieutenant Assessment		220.00
Check	04/03/2015	252129 Accounts Payable	Jim Massey Cleaners EV# 528604		4.00
	Invoice		Description		Amount
	3/25/15	03/30/2015	UNIFORM CLEANING INV 612846		4.00
	04/03/2015	252130 Accounts Payable	Kim Terrance Smith		220.00
Check			Description		Amount
	2015-00002088	03/30/2015	Reimburse Kim T Smith for Deputy Sheriff Lieutenant Assessment		220.00
Check	04/03/2015	252131 Accounts Payable	L-3 Communications Mobile Vision EV# 290052		2,780.53
	Invoice		Description		Amount
	223507-IN	03/30/2015	8GB SD CARD FOR L-3 FLASHBACK3 DVR		150.00
	223001-IN	03/30/2015	MVD-CRASH-BAT2 and Shipping		2,002.00
	223525-IN	03/30/2015	REPLACE CRASH BATTERY MVD-VLP2-BAT		54.85
	223514-IN	03/30/2015	L-3 SIREN INTERFACE BOX W/CABLES #MVD-SIREN		344.00
	223348-IN	03/30/2015	REPLACE LEAD CABLE ON MONITOR CONSOLE		228.58
Check	04/03/2015	252132 Accounts Payable	Larry Mitchell		220.00
	Invoice		Description		Amount
	2015-00002100	03/30/2015	Reimburse Larry Mitchell for Deputy Sheriff Lieutenant Assessment		220.00
Check	04/03/2015	252133 Accounts Payable	Lewis Lawn Equipment, Inc. EV# 519563		189.06
	Invoice		Description		Amount
	266129	03/30/2015	YF12080		139.06
	266423	03/30/2015	Edgar Blades		50.00
Check	04/03/2015	252134 Accounts Payable	Lexis Nexis EV# 19170		260.00

29-19

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
Check	14/04/05	20150228R	03/30/2015	Contract Services - 2 Users@ 130.00 = 260.00		260.00
	04/03/2015	252135	Accounts Payable	Marshall Lumber Co. EV# 501876		45.11
	Invoice		Date	Description		Amount
	2444310		03/30/2015	YF12078		7.17
	2435610		03/30/2015	YF12044		37.94
Check	04/03/2015	252136	Accounts Payable	McQuick Printing Company EV#494640		7,238.78
	Invoice		Date	Description		Amount
	49022		03/30/2015	BUSINESS CARDS FOR LT. IRSIK 250 BUSINESS CARDS		64.13
	49021		03/30/2015	Business Cards for Captain Gayle Atchison		64.13
	49023		03/30/2015	Business cards for Captain George Beaudry		64.13
	48889		03/30/2015	Letterhead envelopes		347.75
	48907		03/30/2015	March 2015 Boat & Tag Renewals		366.98
	48906		03/30/2015	March 2015 Boat & Tag Renewals		6,331.66
Check	04/03/2015	252137	Accounts Payable	Montgomery County Gasoline Tax Fund EV# N/A		2,972.33
	Invoice		Date	Description		Amount
	MARCH 2015		03/30/2015	GASOLINE 3/2015		2,972.33
Check	04/03/2015	252138	Accounts Payable	Montgomery Lock & Key EV# 478850		50.00
	Invoice		Date	Description		Amount
	90845		03/30/2015	YF12082		50.00
Check	04/03/2015	252139	Accounts Payable	NCS Pearson, Inc. EV# 110681		592.20
	Invoice		Date	Description		Amount
	10098367		03/30/2015	BDI-II Record Forms; Prod # 0158018397CPA; Acct# 746295		592.20
Check	04/03/2015	252140	Accounts Payable	Payne Don (EV# NOT REQ)		1,025.00
	Invoice		Date	Description		Amount
	#48		03/30/2015	Collection Services for 41 hrs @25.00		1,025.00
Check	04/03/2015	252141	Accounts Payable	Phillip N. Lafferman		624.60
	Invoice		Date	Description		Amount

29-20

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002101	03/30/2015		Reimbursement for Meals and Mileage - Phillip N. Lafferan		624.60
Check	04/03/2015	252142	Accounts Payable	Positive Solutions LLC		201.90
	Invoice	Date	Description			Amount
Check	203	03/30/2015		E-TICKET THERMAL PAPER 100 LETTER SIZED		201.90
Check	04/03/2015	252143	Accounts Payable	PTS of America, LLC EV# 230624		500.00
	Invoice	Date	Description			Amount
Check	94224	03/30/2015		Extradition of Prisoners		250.00
	94289	03/30/2015		Extradition of Prisoners		250.00
Check	04/03/2015	252144	Accounts Payable	Pump Repairs EV# 548002		195.95
	Invoice	Date	Description			Amount
Check	6179	03/30/2015		REPAIR PUMP AT K9		195.95
Check	04/03/2015	252145	Accounts Payable	Red Bazzell & Son Inc EV# 501943		453.50
	Invoice	Date	Description			Amount
Check	37920	03/30/2015		ACCIDENT REPAIRS FOR MCSO #6447		453.50
Check	04/03/2015	252146	Accounts Payable	Rivertree Systems (EV Not needed)		3,825.00
	Invoice	Date	Description			Amount
Check	MTGCO42	03/30/2015		Contract Services for 51 hrs @ \$75.00		3,825.00
Check	04/03/2015	252147	Accounts Payable	SDS Marketing, Inc. EV508135		265.00
	Invoice	Date	Description			Amount
Check	5-313	03/30/2015		Invent. Reorder Batch 3/13/2015		265.00
Check	04/03/2015	252148	Accounts Payable	SHI International Corporation EV# 138882		12,662.16
	Invoice	Date	Description			Amount
Check	b03217121	03/30/2015		Microsoft line items for Guardian bill of materials		12,662.16
Check	04/03/2015	252149	Accounts Payable	Southern Linc (EV Not Required)		6,269.59
	Invoice	Date	Description			Amount
Check	2015-00002096	03/30/2015		ACC 9001884988 INV 10040389		6,269.59
Check	04/03/2015	252150	Accounts Payable	Stern Bros., Inc EV#492947		161.49
	Invoice	Date	Description			Amount

29-21

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	72281	03/30/2015	03/30/2015	Paper Clips, folders, pens, highlighters, batteries, tape, etc		161.49
	04/03/2015	252151	Accounts Payable	Strickland Companies EV#472815		81.45
	Invoice	Date	Date	Description		Amount
Check	MG503452-00	03/30/2015	03/30/2015	Paper Copy-White, 8.5x11-Paper		81.45
	04/03/2015	252152	Accounts Payable	The Office Pal		30.00
	Invoice	Date	Date	Description		Amount
Check	0100836-IN	03/30/2015	03/30/2015	office supplies		30.00
	04/03/2015	252153	Accounts Payable	Thyssenkrupp Elevator Corp. EV#198314		6,059.34
	Invoice	Date	Date	Description		Amount
Check	3001736439	03/30/2015	03/30/2015	Elevator Maintenance - 142 Washington Ave.		6,059.34
	04/03/2015	252154	Accounts Payable	Toles, Vicky Underwood		500.00
	Invoice	Date	Date	Description		Amount
Check	3/16/2015	03/30/2015	03/30/2015	Temporary Judge Fees for March 4 & 18, 2015		300.00
	3/23/2015	03/30/2015	03/30/2015	Temporary Judge Fees for March 4 & 18, 2015		200.00
Check	04/03/2015	252155	Accounts Payable	Topco Termite & Pest Control		52.50
	Invoice	Date	Date	Description		Amount
Check	537	03/30/2015	03/30/2015	Invoice# 537 - Pest Control Services for February 2015		52.50
	04/03/2015	252156	Accounts Payable	Verizon Wireless EV# Not Required		16,838.72
	Invoice	Date	Date	Description		Amount
Check	2015-00002047	03/30/2015	03/30/2015	ACC 321072577-00001 VERIZON		16,838.72
	04/03/2015	252157	Accounts Payable	W W Grainger, Inc. EV# 19959		341.61
	Invoice	Date	Date	Description		Amount
Check	9693780943	03/30/2015	03/30/2015	YF12073		100.32
	9615655260	03/30/2015	03/30/2015	YF11970		241.29
Check	04/03/2015	252158	Accounts Payable	Waste Away Group, Inc. - EV#98842		63.00
	Invoice	Date	Date	Description		Amount
Check	422322124054	03/30/2015	03/30/2015	Invoice# 4223221-2405-4, Acct# 405-0059403-2405-5		63.00
	04/03/2015	252159	Accounts Payable	Water Works Board (EV# NOT REQ)		19,141.84

User: Reba McMillan

Pages: 10 of 11

4/2/2015 11:28:10 AM

29-22

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/02/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
						Amount
Check	Invoice		Date	Description		Amount
	2015-00002093		03/27/2015	Master Account 501-0264.300 (Misc)		511.21
	2015-00002097		03/30/2015	Master Account 501-0264.300 (Gen)04/14/15		18,630.63
	04/03/2015	252160	Accounts Payable	Xerox Corp. EV# 83117		623.05
						Amount
Invoice		Date	Description			
78672906		03/30/2015	Copy Machine Rental			110.60
78672907		03/30/2015	Copy Machine Rental			111.33
78646485		03/30/2015	Copy Machine Rental for February 2015			140.25
78646488		03/30/2015	Copy Machine Rental for February 2015			130.92
78627789		03/30/2015	Copy Machine Rental for February 2015			129.95
DISB Disbursement Fund 719 Totals:						\$184,863.73

Transactions: 77

Checks: \$184,863.73

77

Checks:

29-23

29-24

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-10-15

Check Number	To	Check Number
252161		252217
Total Checks Paid		\$131,815.10

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

29-25

29-26

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719						
Check	04/10/2015	252161	Accounts Payable	Acme Propane Gas Company EV#489079		38.00
	Invoice		Date	Description		Amount
	20065		04/02/2015	Acme Propane - Dist III - Ticket #20065		38.00
Check	04/10/2015	252162	Accounts Payable	Alabama Auto Carriage EV #510690		639.00
	Invoice		Date	Description		Amount
	5041310		04/02/2015	Alabama Auto Carriage - Truck #2048		639.00
Check	04/10/2015	252163	Accounts Payable	Alabama Bolt & Supply, Inc. EV# 559747		80.35
	Invoice		Date	Description		Amount
	A28842-001		04/03/2015	S-4848 Truck #2027		57.23
	A29101-001		04/03/2015	S-4852 Sprayer #201		23.12
Check	04/10/2015	252164	Accounts Payable	Alabama Office Supply EV# 482945		47.80
	Invoice		Date	Description		Amount
	0196362-001		04/02/2015	VAWA: Expansion Folder #ESSA 1534GAM		47.80
Check	04/10/2015	252165	Accounts Payable	Alabama Power Company EV# 40635		1,987.44
	Invoice		Date	Description		Amount
	2015-00002156		04/02/2015	Power Bill# 57583-53002		551.69
	2015-00002157		04/02/2015	Power Bill# 00758-80009		90.03
	2015-00002158		04/02/2015	Power Bill# 57373-53002		710.99
	2015-00002159		04/02/2015	Power Bill# 04156-02005		634.73
Check	04/10/2015	252166	Accounts Payable	All About Towing & Hauling EV# 548228		50.00
	Invoice		Date	Description		Amount
	64659		04/02/2015	TOWING MCSO 6476 INV #64659		50.00
Check	04/10/2015	252167	Accounts Payable	Benjamin Bradley Greene		400.00
	Invoice		Date	Description		Amount
	2015-00002155		04/02/2015	Reimbursement for Rapid Response Training		400.00
Check	04/10/2015	252168	Accounts Payable	Best One Tires EV#307216		3,831.96
	Invoice		Date	Description		Amount

29-27

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	4140031498		04/02/2015	Best One Tires - Truck #s 1029 & 3042		3,831.96
	04/10/2015	252169	Accounts Payable	Bird, John & Joan		2,500.00
	Invoice		Date	Description		Amount
Check	2015-00002170		04/02/2015	Excess Bid Real Estate Tax Sale		2,500.00
	04/10/2015	252170	Accounts Payable	Blue Ridge Mountain Water, Inc. EV# 496017		72.90
	Invoice		Date	Description		Amount
Check	724085		04/02/2015	Water for Clients; Inv#724085; 3/3/15		8.10
	729224		04/02/2015	Water for GJ & Witnesses; Inv# 729224; 3/31/15		16.20
	729226		04/02/2015	Water for Clients; Invoice#729226; 3/31/15		48.60
	04/10/2015	252171	Accounts Payable	Bonnett, Jackie EV# Not Required		127.50
	Invoice		Date	Description		Amount
Check	2015-7		04/02/2015	Transcript (W Shaw); A Middleton/W Miles; CC#14-1201/14-1202 EWR		127.50
	04/10/2015	252172	Accounts Payable	Brackeen, Gary Wayne		9,000.00
	Invoice		Date	Description		Amount
Check	2015-00002168		04/02/2015	Excess Bid Real Estate Tax Sale		9,000.00
	04/10/2015	252173	Accounts Payable	Burt, John		600.00
	Invoice		Date	Description		Amount
Check	2015-00002169		04/02/2015	Excess Bid Real Estate Tax Sale		600.00
	04/10/2015	252174	Accounts Payable	Care Here, LLC EV#456819		27,348.16
	Invoice		Date	Description		Amount
Check	INV 1088		04/02/2015	On-site Clinic - Invoice 1083 & 1088		634.64
	INV 1083		04/02/2015	On-site Clinic - Invoice 1083 & 1088		26,713.52
	04/10/2015	252175	Accounts Payable	Carlisle Medical, Inc. EV# 487649		772.40
	Invoice		Date	Description		Amount
Check	1728162		04/02/2015	Work Comp pharmacy, A.Osgood, Inv.1728162,3/24/15		24.36
	1728597		04/02/2015	Work Comp pharmacy, A.Osgood, Inv.1728162,3/24/15		748.04
	04/10/2015	252176	Accounts Payable	Caron Young		704.52
	Invoice		Date	Description		Amount

29-28

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002180	04/02/2015	TTD Compensation payment, 3/28/15-4/5/15. 9 days			704.52
	04/10/2015	252177	Accounts Payable	Carquest Auto Parts of Montg EV# 19959		381.06
	Invoice	Date	Description			Amount
	2792-270015	04/03/2015	S-4846 Tractor #'s 3025, 3031, 3040, 3039, 3041			231.66
	2792-270403	04/03/2015	S-4850			50.86
	2015-00002118	04/03/2015	S-4861 Truck #5051			98.54
Check	04/10/2015	252178	Accounts Payable	Charter Communications		65.00
	Invoice	Date	Description			Amount
	04/2015	04/02/2015	Internet service for Flatwood Center.			65.00
Check	04/10/2015	252179	Accounts Payable	City of Montgomery Police Department EV# 520934		29,589.56
	Invoice	Date	Description			Amount
	2015-00002174	04/02/2015	Reimbursement to MPD for Dive Team Equipment (3LEL Grant)			29,589.56
Check	04/10/2015	252180	Accounts Payable	Cowin Equipment Company Inc EV# 505216		1,954.58
	Invoice	Date	Description			Amount
	C99885	04/03/2015	S-4834 Motor grader #2028			192.84
	C97565	04/02/2015	Cowin Equipment - Filters to service trucks			837.66
	C97566	04/02/2015	Cowin Equipment - Loader #2043			924.08
Check	04/10/2015	252181	Accounts Payable	Crawford & Company EV# N/A-		717.00
	Invoice	Date	Description			Amount
	06514-53243	04/02/2015	Liability Case Management, MVA 3/27/14, K.Wong (Noble)			717.00
Check	04/10/2015	252182	Accounts Payable	East Alabama Porta-Toilet, LLC EV# 512160		150.00
	Invoice	Date	Description			Amount
	53T00252	04/02/2015	East Alabama Porta Toilet - Invoices Dated 03/29/2015			75.00
	53T00251	04/02/2015	East Alabama Porta Toilet - Invoices Dated 03/29/2015			75.00
Check	04/10/2015	252183	Accounts Payable	Electronic Security Service EV# 530800		54.00
	Invoice	Date	Description			Amount
	15-0003644	04/02/2015	Quarterly monitoring for Flatwood Center-April May June 2015			54.00

29.29

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/10/2015	252184	Accounts Payable	Farmers Feed & Supply, Inc.		89.97
	Invoice		Date	Description		Amount
	0037341		04/03/2015	D-11130		89.97
Check	04/10/2015	252185	Accounts Payable	Fleet Pride, Inc.		417.17
	Invoice		Date	Description		Amount
	67743862		04/02/2015	Fleet Pride - Roller 500		417.17
Check	04/10/2015	252186	Accounts Payable	G & K Services EV# 29832		266.42
	Invoice		Date	Description		Amount
	1146824620		04/02/2015	G & K - Mar 2015 - Uniform Service		56.39
	1146827305		04/02/2015	G & K - Mar 2015 - Uniform Service		56.39
	1146829971		04/02/2015	G & K - Mar 2015 - Uniform Service		56.39
	1146832671		04/02/2015	G & K - Mar 2015 - Uniform Service		56.39
	1146827306		04/02/2015	G & K - Mar 2015 - Uniform Service		20.43
	1146832672		04/02/2015	G & K - Mar 2015 - Uniform Service		20.43
Check	04/10/2015	252187	Accounts Payable	Gary's Small Motors		17.89
	Invoice		Date	Description		Amount
	15050		04/03/2015	D-11131		17.89
Check	04/10/2015	252188	Accounts Payable	Gulf Coast Truck & Equipment EV# 116684		398.13
	Invoice		Date	Description		Amount
	290407M		04/03/2015	S-4853 Truck #2036		177.92
	290413M		04/03/2015	S-4858 Truck #'s 2045, 2046, 3042, & 3043		141.90
	290439M		04/03/2015	S-4858 Truck #'s 530 & 5-210		78.31
Check	04/10/2015	252189	Accounts Payable	Hicks, John A. PHD (EV# NOT REQ)		600.00
	Invoice		Date	Description		Amount
	2015-00002173		04/02/2015	Consulting Fees for March, 2015		600.00
Check	04/10/2015	252190	Accounts Payable	Highland Home Hardware LLC		93.96
	Invoice		Date	Description		Amount
	00159298		04/03/2015	D-10921		93.96
Check	04/10/2015	252191	Accounts Payable	Hodges-Mace, LLC		615.00

29.30

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
Check	04/10/2015	252192	Accounts Payable	Dependent Audit - Invoice SIN001130 - 2nd Qtr. 2015		615.00
	Invoice		Date	Description		Amount
Check	04/10/2015	252193	Accounts Payable	Holloway Credit Services EV# 560112		75.35
	Invoice		Date	Description		Amount
Check	04/10/2015	252194	Accounts Payable	MEMBERSHIP INV 151915		75.35
	Invoice		Date	Description		Amount
Check	04/10/2015	252195	Accounts Payable	Hurricane Electronics of Montgomery, LLC		14,223.81
	Invoice		Date	Description		Amount
Check	04/10/2015	252196	Accounts Payable	M7300 MOBILE 764-870 MHZ 35 W		14,223.81
	Invoice		Date	Description		Amount
Check	04/10/2015	252197	Accounts Payable	J Wright's Automotive Service EV#40133		28.11
	Invoice		Date	Description		Amount
Check	04/10/2015	252198	Accounts Payable	Veh 8025, Mileage:74474; Oil & Filter Change		28.11
	Invoice		Date	Description		Amount
Check	04/10/2015	252199	Accounts Payable	Mark G Fuller		400.00
	Invoice		Date	Description		Amount
Check	04/10/2015	252200	Accounts Payable	Relbursement for Rapid Response Training		400.00
	Invoice		Date	Description		Amount
Check	04/10/2015	252201	Accounts Payable	Mercer, Thomas		657.76
	Invoice		Date	Description		Amount
Check	04/10/2015	252202	Accounts Payable	Case No. CV 98-9865 Biweekly Workers Comp		657.76
	Invoice		Date	Description		Amount
Check	04/10/2015	252203	Accounts Payable	Mon-Cre Telephone Coop, Inc. EV# 506806		116.01
	Invoice		Date	Description		Amount
Check	04/10/2015	252204	Accounts Payable	Moncre - Phone Service Statement Dtd 04/01/2015		55.84
	Invoice		Date	Description		Amount
Check	04/10/2015	252205	Accounts Payable	Moncre - Phone Service Statement Dtd 04/01/2015		60.17
	Invoice		Date	Description		Amount
Check	04/10/2015	252206	Accounts Payable	Montgomery Cardiovascular Associates, PC		200.00
	Invoice		Date	Description		Amount
Check	04/10/2015	252207	Accounts Payable	Stress test for FBI school, G.Beaudry, 1/22/2015		200.00
	Invoice		Date	Description		Amount
Check	04/10/2015	252208	Accounts Payable	Office Depot, Inc. EV# 19959		337.15
	Invoice		Date	Description		Amount

4/9/2015 11:38:11 AM

Pages: 5 of 8

User: Patti Adams

29.31

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	758324407001	04/02/2015		3M Office Air Cleaner Replacement Filter OAC250RF for BPP		235.14
	758358575001	04/02/2015		3M Command Utility Hooks, Medium, White, Pack of 6		13.28
	1768323419	04/02/2015		Fellowes Gel Crystals Mouse Pad with wrist Rest 1"Hx7.94"Wx8.25"		51.17
	760301950001	04/02/2015		463620 Avery Trueblock (whi) laser shipping label 2x4		22.59
	760422682001	04/02/2015		BAU 68814 Large Badge Reel w/Heavy-Duty Cord		14.97
Check	04/10/2015	252200	Accounts Payable	Petroleum Traders Corporation EV# 53819		13,770.19
	Invoice		Date	Description		Amount
Check	878946	04/02/2015		Load of Gasoline		13,770.19
	04/10/2015	252201	Accounts Payable	Ramer Water Company Inc. EV# Not Required		137.94
Check	Invoice			Description		Amount
			Date			
	2015-00002153	04/02/2015		Water Bill# 02-2840-00		15.00
	2015-00002154	04/02/2015		Water Bill# 01-0798-00		122.94
	04/10/2015	252202	Accounts Payable	Sabel Wholesale Center Inc.		33.09
Check	Invoice		Date	Description		Amount
	1742	04/03/2015		S-4851 Sprayer #201		33.09
Check	04/10/2015	252203	Accounts Payable	Safety Klean Corporation (EV# N/A-)		496.08
	Invoice		Date	Description		Amount
Check	66282560	04/02/2015		Safety Klean - INV #66262560 Svc Date 03/19/15		496.08
	04/10/2015	252204	Accounts Payable	Skyline Displays & Graphics		396.01
	Invoice		Date	Description		Amount
Check	4234	04/02/2015		3000R Banner Display		396.01
	04/10/2015	252205	Accounts Payable	Southland International Trucks Inc. EV#407682		797.92
	Invoice		Date	Description		Amount
Check	BI97338	04/03/2015		S-4857 Truck #'s 2033, 3033, & 3034		213.40
	BI97342	04/03/2015		S-4859 Truck #'s 1010 & 2018		200.58
	BI97113	04/02/2015		Southland International - Truck #1019		383.94
	04/10/2015	252206	Accounts Payable	Southland Machinery LLC dba JCB of Alabama		6,750.00

29-32

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	04/10/2015	252207	Accounts Payable	JBC of Alabama - District II - Trailer per quote		6,750.00
	Invoice			Spherion Staffing LLC		396.30
Check	04/10/2015	252208	Accounts Payable	Pay Invoice #13568589 - Montgomery County - Brittany Lopez		396.30
	Invoice			Stivers Ford Lincoln Mazda EV#480948		144.04
Check	04/10/2015	252209	Accounts Payable	S-4862 Truck #5051		144.04
	Invoice			Sunsouth EV# 432875		96.00
Check	04/10/2015	252210	Accounts Payable	D-11129		33.00
	Invoice			S-4849 Sprayer #201		63.00
Check	04/10/2015	252211	Accounts Payable	The Office Pal		1,448.47
	Invoice			HP 83X-Black & HP 78A-1608		231.51
Check	04/10/2015	252212	Accounts Payable	HP 83X-Black & HP 78A-1608		1,216.96
	Invoice			Thompson Tractor Company EV#47130		151.50
Check	04/10/2015	252213	Accounts Payable	S-4833 Mogor grader #2016		151.50
	Invoice			WW Grainger, Inc. EV# 19659		59.04
Check	04/10/2015	252214	Accounts Payable	Item #2KFN3 - Door Chime		59.04
	Invoice			Waste Away Group, Inc. - EV#98842		25.00
Check	04/10/2015	252215	Accounts Payable	Garbage service for Flatwood Center-April 2015		25.00
	Invoice			Water Works & Sanitary Sewer Board (EV# NOT REQ)		500.00
Check	04/10/2015	252216	Accounts Payable			
	Invoice					

29-33

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	5244		04/02/2015	Water Work & Sanitary Sewer Bd. - Rolls of Hay		500.00
	04/10/2015	252215	Accounts Payable	Wilson, Samuel E.		5,000.00
	Invoice		Date	Description		Amount
Check	2015-00002171		04/02/2015	Excess Bid Real Estate Tax Sale		5,000.00
	04/10/2015	252216	Accounts Payable	Wilson & Wilson, Inc. EV# 503389		1,171.24
	Invoice		Date	Description		Amount
Check	114503		04/02/2015	Supplies-Dust Off, Envelopes, CDs & DVDs, post-its, etc		1,171.24
	04/10/2015	252217	Accounts Payable	Xerox Corp. EV# 83117		793.32
	Invoice		Date	Description		Amount
	078822927		04/02/2015	Invoice #078822927 Rental Charge for Small Copier- February 2015		98.09
	078822985		04/02/2015	Invoice #078822985 March 2015 Rental Charge for Large Copier		695.23
DISB Disbursement Fund 719 Totals:						\$131,815.10

Transactions: 57

Checks: 57 \$131,815.10

29-34

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-10-15

Check Number	To	Check Number
252218		252304
Total Checks Paid		\$180,308.04

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

29-35

Montgomery County Commission **Void Payment - Reissue Check Register**

Bank Account: DISB - Disbursement Fund 719

Batch Date: 04/09/2015

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: DISB - Disbursement Fund 719							
Check	04/03/2015	252117 Accountis Payable	Eddie Morrisette		Check	252218	220.00
DISB Disbursement Fund 719 Totals:							<u>\$220.00</u>

Checks: 1 \$220.00

29-37

User: Reba McMillan

Pages: 1 of 1

4/9/2015 12:03:18 PM

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/08/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	04/10/2015	252219 Accounts Payable	A'iands, LLC		13,884.03
	Invoice	Date	Description	Amount	
	80351	04/06/2015	F17338	9,507.30	
	80352	04/06/2015	F17339	4,176.73	
Check	04/10/2015	252220 Accounts Payable	Al Dept Public Safety/Driver License Div EV 444222	5.75	
	Invoice	Date	Description	Amount	
	K BARKER	04/06/2015	Request drivers record	5.75	
Check	04/10/2015	252221 Accounts Payable	Al J Schneider Company a/k/a Galt House Hotel	2,232.00	
	Invoice	Date	Description	Amount	
	2015-00002181	04/06/2015	(req 19)-Hotel Reservations for Cedric Leonard for Training	2,232.00	
Check	04/10/2015	252222 Accounts Payable	Alabama Department of Labor EV# 512786	7,373.89	
	Invoice	Date	Description	Amount	
	0213080200 4/01	04/06/2015	UC-Quarter beginning 4/1/2015 Acct#0213080200	7,373.89	
Check	04/10/2015	252223 Accounts Payable	Alabama Gas Corporation EV# N/A	3,262.27	
	Invoice	Date	Description	Amount	
	2015-00002137	04/06/2015	GAS BILL/200000625749	2,174.84	
	2015-00002138	04/06/2015	GAS BILL/200000625749	1,087.43	
Check	04/10/2015	252224 Accounts Payable	Alabama Office Supply EV# 482945	333.31	
	Invoice	Date	Description	Amount	
	195534-001	04/06/2015	County Commission Office Supply	18.73	
	195398-001	04/06/2015	County Commission Office Supply	13.50	
	195398-002	04/06/2015	County Commission Office Supply	301.08	
Check	04/10/2015	252225 Accounts Payable	Alabama Power Company EV# 40635	14,744.09	
	Invoice	Date	Description	Amount	
	2015-00002140	04/06/2015	POWER BILL/34273-52004	6,263.76	
	2015-00002141	04/06/2015	POWER BILL/15631-91052	225.45	
	2015-00002142	04/06/2015	POWER BILL/10376-42033	384.62	

29-38

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002143		04/08/2015	POWER BILL/3/2-31 2015		235.54
	2015-00002144		04/06/2015	POWER BILL/00541-22066		812.33
	2015-00002145		04/06/2015	POWER BILL/01389-08077		316.76
	2015-00002146		04/06/2015	POWER BILL/11173-51033		1,720.28
	2015-00002147		04/06/2015	POWER BILL/44130-18018		1,011.23
	2015-00002148		04/06/2015	POWER BILL/27208-57010		84.31
	2015-00002149		04/06/2015	POWER BILL/57163-53002		819.89
	2015-00002150		04/06/2015	POWER BILL/02573-58004		258.81
	2015-00002151		04/06/2015	POWER BILL/03623-58009		449.39
	2015-00002152		04/06/2015	POWER BILL/02587-88046		39.43
	2015-00002165		04/06/2015	POWER BILL/03718-32021		1,820.26
	2015-00002166		04/06/2015	POWER BILL/10112-04015		322.03
	04/10/2015	252226	Accounts Payable	Alabama Power Company EV# 40635		2,659.60
	Invoice		Date	Description		Amount
	2015-00002128		04/06/2015	GROSS TAX RECEIPTS 03/2015		2,659.60
Check	04/10/2015	252227	Accounts Payable	All About Towing & Hauling EV# 548228		110.00
	Invoice		Date	Description		Amount
Check	63250		04/06/2015	TOWING MCSO 6386 TO COUNTY LOT INV 63250		60.00
	63348		04/06/2015	TOWING MCSO 6386 TO COUNTY LOT INV 63250		50.00
	04/10/2015	252228	Accounts Payable	Angel House		1,458.00
Check	Invoice		Date	Description		Amount
	2015-00002182		04/06/2015	(Req 23)12th Annual VOCAL Conference on Law Enforcement Training		1,458.00
	04/10/2015	252229	Accounts Payable	Azars Uniforms EV#481508		2,312.25
Check	Invoice		Date	Description		Amount
	2015-00002164		04/06/2015	UNIFORMS FOR MCDP February 2015		2,312.25
	04/10/2015	252230	Accounts Payable	BOE, Childrens Center School		1,000.00
Check	Invoice		Date	Description		Amount
	2015-00002183		04/06/2015	MISC APPROPRIATION NC2015-88 WALKER		1,000.00
	04/10/2015	252231	Accounts Payable	Borden Dairy Company EV# 11815		1,222.50
Check	Invoice		Date	Description		Amount
	2015-00002183		04/06/2015	MISC APPROPRIATION NC2015-88 WALKER		1,000.00
	04/10/2015	252231	Accounts Payable	Borden Dairy Company EV# 11815		1,222.50
Check	Invoice		Date	Description		Amount
	2015-00002183		04/06/2015	MISC APPROPRIATION NC2015-88 WALKER		1,000.00
	04/10/2015	252231	Accounts Payable	Borden Dairy Company EV# 11815		1,222.50
Check	Invoice		Date	Description		Amount
	2015-00002183		04/06/2015	MISC APPROPRIATION NC2015-88 WALKER		1,000.00
	04/10/2015	252231	Accounts Payable	Borden Dairy Company EV# 11815		1,222.50

4/9/2015 12:18:07 PM

Pages: 2 of 12

User: Reba McMillan

29-39

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002115	04/02/2015		products purchased during the month of March 2015		1,222.50
	04/10/2015	252232	Accounts Payable	Boys & Girls Clubs of The River Region EV 492924		3,125.00
Check	Invoice	Date		Description		Amount
	2015-00002130	04/08/2015		APPROPRIATION FY 2014-2015		3,125.00
Check	04/10/2015	252233	Accounts Payable	Bradley Plumbing & Heating Inc. EV# 473752		190.00
	Invoice	Date		Description		Amount
Check	52036	04/08/2015		Repair Jail 1 3C1, 3C2, 4C1 & 4C2 Toilets (Won't Flush)		190.00
	04/10/2015	252234	Accounts Payable	Calhoun Foods EV #N/A-		22.72
Check	Invoice	Date		Description		Amount
	2015-00002116	04/02/2015		products purchased during the month of March 2015		22.72
Check	04/10/2015	252235	Accounts Payable	Capital Supply LLC EV# 40133		76.66
	Invoice	Date		Description		Amount
Check	35670	04/06/2015		Repair Jail 1 Kitchen Sink		76.66
	04/10/2015	252236	Accounts Payable	CDW-Government Inc. EV# 109477		69.59
Check	Invoice	Date		Description		Amount
	TK97876	04/08/2015		Replacement pads for paper feeder for Fujitsu fi-5120-C		69.59
Check	04/10/2015	252237	Accounts Payable	Central Alabama Opportunities EV# 559113		2,187.50
	Invoice	Date		Description		Amount
Check	2015-00002132	04/08/2015		APPROPRIATION FY 2014-2015		2,187.50
	04/10/2015	252238	Accounts Payable	Central Paper Company Montgomery EV#476928		207.61
Check	Invoice	Date		Description		Amount
	506899	04/06/2015		YF12067		191.41
Check	506941	04/06/2015		YF12067		16.20
	04/10/2015	252238	Accounts Payable	Century Tel Acquisition, LLC-DBA/Century Link		8,183.35
Check	Invoice	Date		Description		Amount

29-40

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002125	04/06/2015		ACC 430811282		8,183.35
	04/10/2015	252240	Accounts Payable	Character at Heart EV# 488942		3,750.00
	Invoice		Date	Description		Amount
Check	2015-00002133	04/06/2015		APPROPRIATION FY 2014-2015		3,750.00
	04/10/2015	252241	Accounts Payable	Charles James, II, Attorney at Law		350.00
	Invoice		Date	Description		Amount
Check	3/20/2015	04/06/2015		Temporary Judge Fees for March 20, 2015		350.00
	04/10/2015	252242	Accounts Payable	Charm-Tex EV# 267678		393.60
	Invoice		Date	Description		Amount
Check	0098063-IN	04/06/2015		SANDAL ORANGE PVC SLIP ON		393.60
	04/10/2015	252243	Accounts Payable	Charter Communications		791.81
	Invoice		Date	Description		Amount
Check	2015-00002172	04/06/2015		Montgomery County Commission 8357186800000554		791.81
	04/10/2015	252244	Accounts Payable	City of Montgomery/Bonds EV# 520934		1,000.00
	Invoice		Date	Description		Amount
Check	2015-00002175	04/06/2015		MISC APPROPRIATION NC2015-86 HARRIS		1,000.00
	04/10/2015	252245	Accounts Payable	City of Montgomery/Bonds EV# 520934		500.00
	Invoice		Date	Description		Amount
Check	2015-00002176	04/06/2015		MISC APPROPRIATION NC2015-87 HALL		500.00
	04/10/2015	252246	Accounts Payable	City of Pike Road - EV#Exempt		6,204.80
	Invoice		Date	Description		Amount
Check	4/2015	04/06/2015		Rent for April 2015		6,204.80
	04/10/2015	252247	Accounts Payable	Civic Research Institute EV# NA -		359.90
	Invoice		Date	Description		Amount
Check	4/1/15 2778102R1	04/06/2015		Yearly subscription		359.90
	04/10/2015	252248	Accounts Payable	Claudette E. Rogers		1,111.00
	Invoice		Date	Description		Amount

User: Reba McMillan

Pages: 4 of 12

4/9/2015 12:18:07 PM

29-41

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002121	04/06/2015	PTD client counseling, 3/4-4/1/15, 55 hrs		1,111.00
	04/10/2015	252249 Accounts Payable	Coleman American Moving Services		6,107.85
	Invoice	Date	Description		Amount
Check	03-111868	04/06/2015	moving various offices at the Youth Facility		6,107.85
	04/10/2015	252250 Accounts Payable	Commercial Door Products EV# 461125		1,925.00
	Invoice	Date	Description		Amount
Check	45978	04/06/2015	Replace Rusted Jail 1 Kitchen Door		1,925.00
	04/10/2015	252251 Accounts Payable	CRS, Inc.		179.00
	Invoice	Date	Description		Amount
Check	2682	04/06/2015	Subscription Renewal		179.00
	04/10/2015	252252 Accounts Payable	Cummins Midsouth EV# 150386		1,400.00
	Invoice	Date	Description		Amount
Check	004-17849	04/06/2015	Full Service on Annex 1 Generator		500.00
	004-17847	04/06/2015	Full Service on Jail 2 Generator		900.00
	04/10/2015	252253 Accounts Payable	Debra Jarrett EV# Not Required		1,081.92
	Invoice	Date	Description		Amount
Check	2015-00002120	04/06/2015	PTD client counseling, 3/5-4/1/15, 42 hrs		1,081.92
	04/10/2015	252254 Accounts Payable	Dell Marketing LP EV# 49098		5,236.68
	Invoice	Date	Description		Amount
Check	xjnm6wk3	04/06/2015	DELL LASER PRINTER ITEM#B2380DN		391.98
	XJNM1DMD4	04/06/2015	Printer Cartridge (Dell Part# 331-9806) Cartridge 2PFPR		4,844.70
	04/10/2015	252255 Accounts Payable	Dennis R. Huffman a/k/a SharpCut Lawn Service		892.08
	Invoice	Date	Description		Amount
Check	842462	04/06/2015	SharpCut Lawn Service - Montgomery Industrial Park Lawn Care		892.08
	04/10/2015	252256 Accounts Payable	Dixie Electric Cooperative EV# 492624		27.13
	Invoice	Date	Description		Amount
Check	2015-00002139	04/06/2015	ELECTRIC BILL/19397002		27.13
	04/10/2015	252257 Accounts Payable	Doyn Ogunbi, MD, LLC Internal Medicine		4,018.13

29-42

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EV# N/A						
Invoice Description Amount						
Check	MARCH 2015			contract physician		3,943.13
	9057 DOB 7/3/86			physician services		75.00
	04/10/2015	252258	Accounts Payable	Electronic Security Service EV# 530800		435.00
	Invoice	Date		Description		Amount
Check	15-0003643			QUARTERLY MONITORING FOR FIRING RANGE INV 15-0003643		54.00
	15-0003642			QUARTERLY MONITORING FOR FIRING RANGE INV #15-0003642		54.00
	15-0004370			QUARTERLY MONITORING FOR K-8 FACILITY INV #15-0004370		144.00
	15-0004368			West Office- Quarterly Monitoring April - June 2015		183.00
Check	04/10/2015	252259	Accounts Payable	Fluids Inc.		2,062.50
	Invoice	Date		Description		Amount
	8152			Fluids, Inc. - Insecticides - Per Quote		2,062.50
	04/10/2015	252260	Accounts Payable	Fritz & Hill, LLC		200.00
Check	Invoice	Date		Description		Amount
	3/25/2015			Temporary Judge Fees for March 25, 2015		200.00
	04/10/2015	252261	Accounts Payable	G & K Services EV# 28832		234.62
	Invoice	Date		Description		Amount
Check	1146835353			Uniform Rental		159.12
	1146835354			Cleaning Supply Rental		39.90
	1146835352			Cleaning Supply Rental		35.80
	04/10/2015	252262	Accounts Payable	Gamer Electric, Inc.		225.40
Check	Invoice	Date		Description		Amount
	15-137			Repair Jail 1 Kitchen Garbage Disposal		225.40
	04/10/2015	252263	Accounts Payable	GlassMax EV#542634		320.00
	Invoice	Date		Description		Amount
Check	IGI 040200228			WINDSHIELD REPLACEMENT FOR VEH 6151		240.00
	IGI 040200225			ROCK CHIP REPAIR VEH #6467		40.00
	IGI 040600228			ROCK CHIP REPAIR VEH #6479		40.00

29-43

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/10/2015	252284	Accounts Payable	Glidden Professional Paint Center		18.90
	Invoice		Date	Description		Amount
	819003013174		04/08/2015	Paint Supplies for Judge Griffin's Office		18.90
Check	04/10/2015	252285	Accounts Payable	Gulf States Distributors EV# 212613		252.00
	Invoice		Date	Description		Amount
	1210675-in		04/08/2015	REPLACE DUTY BOOTS FOR JODY WOODFIN		84.00
	1210619-in		04/08/2015	REPLACE DUTY BOOTS FOR SGT R THOMPSON		84.00
	1210765-IN		04/08/2015	REPLACE DUTY BOOTS FOR LT R. BARRETT		84.00
Check	04/10/2015	252286	Accounts Payable	Gwendolyn Allen Smith EV# Not Required		3,966.77
	Invoice		Date	Description		Amount
	2015-00002119		04/08/2015	PTD client counseling, 3/5-4/1/15, 151 hrs		3,966.77
Check	04/10/2015	252287	Accounts Payable	HeadSet Plus.com		51.31
	Invoice		Date	Description		Amount
	89321		04/08/2015	office supplies		51.31
Check	04/10/2015	252288	Accounts Payable	Hurricane Electronics of Montgomery, LLC		339.75
	Invoice		Date	Description		Amount
	17860		04/06/2015	REPAIR CONTROL HD S/N 96028211		127.50
	17861		04/06/2015	REPAIRED RADIO S/N A40111000854 P5400		85.00
	17862		04/06/2015	REPAIRED RADIO S/N A40111000711 P5400		127.25
Check	04/10/2015	252269	Accounts Payable	J Wright's Automotive Service EV#40133		7,018.78
	Invoice		Date	Description		Amount
	2015-00002124		04/06/2015	OIL SVC, TIRE REPAIR, TIRE ROTATION, AND AUTO REPAIR		7,018.78
Check	04/10/2015	252270	Accounts Payable	Jim Beam Brands CO		831.04
	Invoice		Date	Description		Amount
	2015-00002161		04/06/2015	Refund due to tax paid in error		831.04
Check	04/10/2015	252271	Accounts Payable	Keet Consulting Services, LLC EV# 483422		750.00
	Invoice		Date	Description		Amount
	500281		04/06/2015	GIS support & maintenance, March 2015 inv#00-500281		750.00
Check	04/10/2015	252272	Accounts Payable	Kenneth Holmes		202.60

User: Reba McMillan

Pages: 7 of 12

4/9/2015 12:18:07 PM

29-44

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
Check	2015-00002163	04/06/2015	Request #6 Registration and Training Reimbursement		202.60
	04/10/2015	252273 Accounts Payable	Lexis Nexis EV# 18170		365.04
	Invoice	Date	Description		Amount
Check	3080186668	04/06/2015	Invoice# 3080186668, Acct# 1000HWMQH (March 2015)		365.04
	04/10/2015	252274 Accounts Payable	Lighthouse Counseling Ctr., Inc. EV# 490846		4,800.00
	Invoice	Date	Description		Amount
Check	2015-00002129	04/06/2015	APPROPRIATION FY 2014-2015		4,800.00
	04/10/2015	252275 Accounts Payable	Manora, Derrick EV# Not Required		909.00
	Invoice	Date	Description		Amount
Check	2015-00002122	04/06/2015	PTD client counseling, 3/5-4/1/15, 36 hrs		909.00
	04/10/2015	252276 Accounts Payable	Mayer Electric Supply EV# 100362		1,096.40
	Invoice	Date	Description		Amount
Check	19048510	04/06/2015	Ballast 2 Bulb-28-T5-UNV		416.00
	18985310	04/06/2015	F32T8-SP35 Light Bulbs for Courthouse, Annex I and II		680.40
	04/10/2015	252277 Accounts Payable	McQuick Printing Company EV#494640		544.00
	Invoice	Date	Description		Amount
Check	48785	04/06/2015	2,500 each #11 Natural White Envelopes with Probate's Return Add		544.00
	04/10/2015	252278 Accounts Payable	Merchants Foodservice EV# 107619		6,890.04
	Invoice	Date	Description		Amount
Check	2015-00002114	04/02/2015	products purchased during the month of March 2015		6,890.04
	04/10/2015	252279 Accounts Payable	Mon-Cre Telephone Coop, Inc. EV# 508608		101.44
	Invoice	Date	Description		Amount
Check	4/1/2015	04/06/2015	TELEPHONE BILL FOR RAMER 04/01/2015		101.44
	04/10/2015	252280 Accounts Payable	Montgomery Area Family Violence Program, Inc.		2,000.00
	Invoice	Date	Description		Amount

29-45

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2015-00002178		04/06/2015	MISC APPROPRIATION C2015-84 HARRIS		2,000.00
	04/10/2015	252281	Accounts Payable	Montgomery Area Family Violence Program, Inc.		7,925.00
	Invoice		Date	Description		Amount
Check	2015-00002128		04/06/2015	APPROPRIATION FY 2014-2015		7,925.00
	04/10/2015	252282	Accounts Payable	Montgomery Armored Car Service (EV# NOT REQ)		1,310.53
	Invoice		Date	Description		Amount
Check	9344028		04/06/2015	Invoice# 9344028 - Armored Car Service for April 2015		939.59
	9344025		04/06/2015	April 2015 Monthly Courier Service Charges		370.94
	04/10/2015	252283	Accounts Payable	Montgomery Cash & Carry		13.15
Check	2015-00002117		04/02/2015	products purchased during the month of March 2015		13.15
	04/10/2015	252284	Accounts Payable	Montgomery County Assoc of Volunteer Fire Dept		18,618.45
	Invoice		Date	Description		Amount
Check	2015-00002127		04/08/2015	ADVALOREM TAXES		18,618.45
	04/10/2015	252285	Accounts Payable	Montgomery County Soil & Water EV# 488942		3,750.00
	Invoice		Date	Description		Amount
Check	2015-00002131		04/06/2015	APPROPRIATION FY 2014-2015		3,750.00
	04/10/2015	252286	Accounts Payable	MSF, Inc. EV# 548310		2,272.86
	Invoice		Date	Description		Amount
Check	9410		04/06/2015	Security Guard Service for March-April 2015		555.34
	9409		04/06/2015	Security Guard Service for March-April 2015		595.40
	9396		04/06/2015	Security Guard Service for March-April 2015		555.34
Check	9395		04/06/2015	Security Guard Service for March-April 2015		566.78
	04/10/2015	252287	Accounts Payable	Office Depot, Inc. EV# 19859		789.76
	Invoice		Date	Description		Amount
	754143985001		04/08/2015	Office Supplies		33.98

29-46

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	757734283001		04/06/2015	Office Supplies		10.49
	754144344001		04/06/2015	Office Supplies		10.49
	1767025017		04/06/2015	Inciplo feather Ultra thin snap-on case for iphone6 plus		253.05
	760395755001		04/06/2015	Invent. Reorder Batch 3/12/2015		9.40
	760486347001		04/06/2015	Invent. Reorder Batch 3/13/2015		21.86
	762700597001		04/06/2015	Invent. Reorder Batch 3/19/2015		8.90
	761797289001		04/06/2015	Invent. Reorder Batch 3/19/2015		44.50
	758231394001		04/06/2015	Sheet protectors		21.18
	759717894001		04/06/2015	REPLACE APC BATTERY BACKUP FOR X-RAY MACHINE MAIN DOOR ANNEX 1		105.98
	758234491001		04/06/2015	Office Supplies for Purchasing		23.75
	758234897001		04/06/2015	Office Supplies for Purchasing		78.11
	758033828001		04/06/2015	Avery White Laser Address Labels, 1" x 2 5/8", Box Of 3,000		21.93
	760172727001		04/06/2015	office supplies		77.92
	758688810001		04/06/2015	TZe-231 1/2" Black Print on White Tape (Width 12mm)		31.47
	760164874001		04/06/2015	Office Supplies - Didi Henry		35.95
Check	04/10/2015	252288	Accounts Payable	One Place Family Justice Center EV# 468942		2,000.00
Check	2015-00002177		04/06/2015	MISC APPROPRIATION C2015-63 HARRIS		2,000.00
	04/10/2015	252289	Accounts Payable	Overhead Door Company EV# 498027		261.25
Check	105483		04/06/2015	Repair Jail 2 2nd Floor Rec Door		261.25
	04/10/2015	252290	Accounts Payable	Pintiala Water & F P A		245.55
	2015-00002134		04/06/2015	WATER BILL/021068000		14.00
Check	2015-00002135		04/06/2015	WATER BILL/021067000		17.45
	2015-00002136		04/06/2015	WATER BILL/021066000		214.10
	04/10/2015	252281	Accounts Payable	Pitney Bowes Inc.		351.00
Check	7227068-mr15		04/06/2015	Mail Machine Rent; Inv7227068MR15; 12/30/14-3/30/15; Acct7227069		351.00
	04/10/2015	252282	Accounts Payable	Pitney Bowes Reserve Account		703.12

29-47

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description	Amount	
Check	61182843207	04/06/2015	Postage Refill, Act#8000-8080-0884-5397; ID#61182843207	703.12	
	04/10/2015	252283	Ramer Water Company Inc. EV# Not Required	16.00	
	Invoice	Date	Description	Amount	
Check	3/31/15	04/06/2015	WATER BILL FOR RAMER SUBSTATION 03/31/15	16.00	
	04/10/2015	252284	Schindler Elevator Corporation EV#32855	2,470.74	
	Invoice	Date	Description	Amount	
Check	8103981524	04/06/2015	Maintenance Contract - Elevator Service	2,470.74	
	04/10/2015	252285	Smith, Dannie EV# Not Required	315.24	
	Invoice	Date	Description	Amount	
Check	2015-00002123	04/06/2015	PTD client counseling, 3/5-4/1/15, 12 hrs	315.24	
	04/10/2015	252286	Stivers Ford Lincoln Mazda EV#480948	632.22	
	Invoice	Date	Description	Amount	
Check	90408	04/06/2015	FRONT STRUT REPAIR FOR VEHICLE #8464	632.22	
	04/10/2015	252287	The Office Pal	370.96	
	Invoice	Date	Description	Amount	
Check	101578-in	04/06/2015	printer cartridges	370.96	
	04/10/2015	252288	Thompson Supply Company, Inc. EV#491844	45.02	
	Invoice	Date	Description	Amount	
Check	S1246174.001	04/06/2015	1 1/4 Copper Pipe for District I Repair	45.02	
	04/10/2015	252289	Topco Termite & Pest Control	1,102.50	
	Invoice	Date	Description	Amount	
	580	04/06/2015	Monthly Pest Control Service	136.50	
	579	04/06/2015	YF12081	168.00	
	575	04/06/2015	Pest Control Service for Jail I and Jail II	756.00	
	576	04/06/2015	PEST CONTROL FOR WAREHOUSE INV #576	42.00	
Check	04/10/2015	252300	TransUnion Risk and Alternative	13.25	

29-48

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 04/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	4/1/15		04/06/2015	search engine		13.25
Check	04/10/2015	252301	Accounts Payable	Twyla Jackson		202.60
	Invoice		Date	Description		Amount
	2015-00002162		04/06/2015	Request #6 Registration and Training Reimbursement		202.60
Check	04/10/2015	252302	Accounts Payable	Wetumpka Tinting LLC		180.00
	Invoice		Date	Description		Amount
	315		04/06/2015	TINT FOR 3 MCSO PPVS		180.00
Check	04/10/2015	252303	Accounts Payable	Whitfield Memorial United Methodist Church EV#N/A		1,400.00
	Invoice		Date	Description		Amount
	171		04/06/2015	Test Site - Deputy Sheriff LT Exam 3/19-20/2015 Invoice # 171		1,400.00
Check	04/10/2015	252304	Accounts Payable	Xerox Corp. EV# 83117		1,895.23
	Invoice		Date	Description		Amount
	7882282		04/06/2015	rental copier		153.96
	78822822		04/06/2015	rental copier		187.94
	78822823		04/06/2015	rental copier		150.63
	78822824		04/06/2015	rental copier		137.58
	78822809		04/06/2015	Maintenance Copy Machine Rental for March		96.17
	78822812		04/06/2015	Xerox Copy Machine Base Charge Mar 2015		144.22
	78822810		04/06/2015	Copy Machine Rental		202.11
	79019075		04/06/2015	Copy Machine Rental		109.88
	78822819		04/06/2015	March 2015 Copy Machine Rental		141.82
	78822815		04/06/2015	March 2015 Copy Machine Rental		139.26
	54355		04/06/2015	March 2015 Copy Machine Rental		131.86
	78822814		04/06/2015	March 2015 Copy Machine Rental		168.35
	78822818		04/06/2015	March 2015 Copy Machine Rental		131.45
						\$180,088.04

DISB Disbursement Fund 719 Totals:

Transactions: 86

Checks: 86 \$180,088.04

29-49

User: Reba McMillan

Pages: 12 of 12

4/9/2015 12:18:07 PM