

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

FEBRUARY 2, 2015

AGENDA

INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Attorney's Robert Gilpin and Clinton Graves with Gilpin Givhan, PC
Juvenile Court Administrator Bruce R. Howell
Sheriff Derrick Cunningham
Event Director Ken Ward with Friends of the Montgomery Clean City Commission
Development Director Eve Loeb and Chairman Laurie Weil with the Alabama
Shakespeare Festival

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Walker

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of January 20, 2015

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PUBLIC HEARINGS:

Public Hearing Regarding Proposed Action to be taken by the Montgomery County Commission with Regard to a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Faircourt Properties, LLC

Public Hearing Regarding Proposed Action to be taken by the Montgomery County Commission with Regard to a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Big Daddy Foods, Inc.

NEW BUSINESS:

1. Consider Resolution Authorizing Execution and Delivery of a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Faircourt Properties, LLC, County Commission
2. Consider Resolution Authorizing Execution and Delivery of a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Big Daddy Foods, Inc., County Commission
3. Consider Contract for Housing Juveniles at the Montgomery County Youth Facility for Chilton County, Youth Facility
4. Consider to Recognize and Deny Claim Filed by Carl M. Murdock, Jr., County Commission
5. Consider to Recognize and Deny Claim Filed by Wontanee J. Scott, County Commission
6. Consider Payment of Ex-Officio Membership Dues to the Montgomery Area Committee of 100 for Chairman Elton N. Dean, Sr., County Commission
7. Consider Position Fill Requests – Detention Facility (3)
 1. Corrections Officer Trainee/Corrections Officer, Position Number 183
 2. Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined
 3. Corrections Officer Corporal, Position Number 27
8. Consider Position Fill Request for Juvenile Probation Officer I, Position Number 900304008 – Youth Facility

9. Consider Travel/Training Requests (9)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Chief Probate Clerk William Flowers and Director of Elections Daniel Baxter
Chairman Clay Torbert with Blue Gray National Collegiate Tennis Classic
Research Coordinator Joe Adams with Public Affairs Research Council of Alabama

Reports from Staff:

Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

FEBRUARY 2, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

FEBRUARY 16, 2015

County Holiday (President's Day)

FEBRUARY 17, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MARCH 2, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MARCH 16, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

APRIL 6, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

APRIL 20, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Appraiser I – Appraisal Department
Fill action continues for 2 Appraiser II – Appraisal Department
Fill action continues for 1 Clerk II – Board of Registrars
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 25 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II – Detention Facility
Fill action continues for 1 CREO 1 – Engineering Department
Fill action continues for 1 Administrative Assistant to the County Engineer – Engineering Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 2 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Assistant Tag & License Supervisors – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 Tag and License Supervisor – Probate Judge's Office
Fill action continues for 1 Elections Training Coordinator – Probate Judge's Office (Elections)
Fill action continues for 1 Customer Service Clerk – Revenue Commissioner's Office
Fill action continues for 1 Clerk III – Sheriff's Office
Fill action continues for 1 Records & ID Clerk – Sheriff's Office
Fill action continues for 2 Court Security Officer – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator 1/II – Sheriff's Office
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 2 Juvenile Detention Officer's – Youth Facility
Fill action continues for 4 Juvenile Detention Officer's (Part-Time) – Youth Facility

February 2, 2015

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 01-16-15

Check Number	To	Check Number
250365		250440
Total Checks Paid		\$788,207.98

CHECK #	PAYEE	AMOUNT	DATE
250364	Stivers Ford Lincoln Mazda	\$26,375.00	01-09-15

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 01-16-15

Check Number	To	Check Number
250441		250524
Total Checks Paid		\$1,088,636.52

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 01-23-15

Check Number	To	Check Number
250529		250571
Total Checks Paid		\$498,265.57

CHECK #	PAYEE	AMOUNT	DATE
250525	Ben Atkinson Motors, Inc.	\$17,749.00	01-16-15
250526	Postmaster	\$ 251.42	01-16-15
250527	Postmaster	\$ 1,129.05	01-20-15
250528	Ben Atkinson	\$78,063.00	01-21-15

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-23-15

Check Number	To	Check Number
250572		250642
Total Checks Paid		\$638,992.47

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

02/02/15 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
01/23/15**

Payroll Check Number	121941	To	Payroll Check Number	122020	\$	53,988.58
Direct Deposits					\$	808,040.88
Payroll Check Number	122021	To	Payroll Check Number	122048	\$	249,042.78
Direct Deposits					\$	357,025.83
Federal Deposits					\$	311,726.21
Total Payroll Paid					\$	1,779,824.28

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER**

LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY MONTGOMERY COUNTY, ALABAMA WITH REGARD TO A PROJECT DEVELOPMENT AGREEMENT

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), Montgomery County, Alabama (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, February 2, 2015, beginning at 9:30 a.m. in the Commissioners' Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama (the "City"), and Faircourt Properties, L.L.C., an Alabama limited liability company ("Faircourt Properties").

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Faircourt Properties is in the process of redeveloping and renovating certain real estate located at the corner of Fairview Avenue and South Court Street in the City and the County (the "Project Site"); and

WHEREAS, Faircourt Properties redevelop and expand a shopping center (the "Project") on the Project Site; and

WHEREAS, Faircourt Properties commits that the Project will create at least twenty (20) full-time jobs and represent a capital investment equal to or greater than One Million Seven Hundred and No/100 Dollars (\$1,700,000.00); and

WHEREAS, the County is desirous of having Faircourt Properties undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the County's findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the County should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the County's findings and determination that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Faircourt Properties to locate the Project in the County, employ individuals full-time in the County, and conduct the Project's business operations in the County,

the County will provide Faircourt Properties the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Faircourt Properties: (i) an abatement equal to fifty percent (50.0%) of the incremental increase in noneducational County and City real property and personal property ad valorem taxes on the Project Site, the shopping center business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Faircourt Properties commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Faircourt Properties commences operations and any machinery, equipment, and other personal property transferred by Faircourt Properties from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Faircourt Properties commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the County Administrator during regular business hours prior to the scheduled meeting.

While Faircourt Properties would receive certain benefits under the Agreement (summarized above), the Montgomery County Commission expects to determine at its public meeting that the benefits provided under the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Faircourt Properties or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the County; expanding the County's tax base, which will result in additional tax revenues for the County; promoting the location, relocation, expansion, and retention of business enterprises in the County; and enhancing the overall quality of life of the citizens of the County.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the Montgomery County Commission prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the County Administrator (334-832-1210) at least two (2) full working days prior to the meeting.

**LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY
MONTGOMERY COUNTY, ALABAMA WITH REGARD TO A PROJECT
DEVELOPMENT AGREEMENT**

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), Montgomery County, Alabama (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, February 2, 2015, beginning at 9:30 a.m. in the Commissioners' Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama (the "City"), and Big Daddy Foods, Inc., a Mississippi corporation (Big Daddy Foods").

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Big Daddy Foods is in the process of redeveloping and renovating certain real estate located at 2020 East South Boulevard in the City (the "Project Site"); and

WHEREAS, Big Daddy Foods will operate a full service grocery store (the "Project") on the Project Site; and

WHEREAS, Big Daddy Foods commits that the Project will create jobs for at least eighty-five (85) direct employees of the Company and represent a capital investment equal to or greater than Five Million and No/100 Dollars (\$5,000,000.00); and

WHEREAS, the County is desirous of having Big Daddy Foods undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the County's findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the County should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the County's findings and determination that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Big Daddy Foods to locate the Project in the County, employ individuals full-time in the County, and conduct the Project's business operations in the County, the County will provide Big Daddy Foods the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Big Daddy Foods: (i) an

abatement equal to fifty percent (50.0%) of the incremental increase in noneducational County and City real property and personal property ad valorem taxes on the Project Site, the full service grocery store business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Big Daddy Foods commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Big Daddy Foods commences operations and any machinery, equipment, and other personal property transferred by Big Daddy Foods from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Big Daddy Foods commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the County Administrator during regular business hours prior to the scheduled meeting.

While Big Daddy Foods would receive certain benefits under the Agreement (summarized above), the Montgomery County Commission expects to determine at its public meeting that the benefits provided under the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Big Daddy Foods or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the County; expanding the County's tax base, which will result in additional tax revenues for the County; promoting the location, relocation, expansion, and retention of business enterprises in the County; and enhancing the overall quality of life of the citizens of the County.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the Montgomery County Commission prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the County Administrator (334-832-1210) at least two (2) full working days prior to the meeting.

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.mcala.org

Agenda

FEB - 2 2015

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution Authorizing the Execution and Delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Faircourt Properties, LLC

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda a resolution authorizing the execution and delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Faircourt Properties, LLC.

I am requesting adoption of this resolution.

DLM/tn

Attachment

1-1

RESOLUTION _____

WHEREAS, the County Commission of Montgomery County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama, and Faircourt Properties, L.L.C., an Alabama limited liability company (the "Company"), to be published in The Montgomery Advertiser on January 24, 2015 ; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the County Commission of the County finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), that the County should enter into the Agreement; and

WHEREAS, the County Commission of the County finds and determines that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County, as follows:

1. The Chairman of the County Commission of the County shall be and hereby is authorized to execute and deliver to the Company on behalf of the County an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Chairman of the County Commission of the County shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

ADOPTED this the ____ day of _____, 2015.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donald L. Mims, County Administrator of Montgomery County, Alabama, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly
adopted by the County Commission of Montgomery County, Alabama, at its regular meeting
held the _____ day of _____, 2015.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the
_____ day of _____, 2015.

DONALD L. MIMS, COUNTY ADMINISTRATOR

APPROVED: _____

ELTON N. DEAN, SR., CHAIRMAN

**Projects
in
City of Montgomery, Montgomery County, Alabama
for consideration for
Economic Development Incentives**

*

A. Faircourt Properties, L.L.C.

Faircourt Properties, L.L.C. is redeveloping the Faircourt Shopping Center located at the intersection of West Fairview Avenue and South Court Street in Montgomery, Alabama. The redevelopment efforts include construction of a 13,120 square foot addition and a façade upgrade for the shopping center. The redevelopment project will reflect an investment of at least \$1,760,000, has created at least 55 construction-related jobs and will result in at least 20 new jobs when completed. Faircourt Properties, L.L.C. is led by Lee Willcoxon.

Faircourt Properties is requesting that the City of Montgomery, Alabama (the “City”) and Montgomery County, Alabama (the “County”) abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

B. Big Daddy Foods, Inc.

Big Daddy Foods, Inc. is redeveloping the property located at 2020 East South Boulevard (former Food World location) to operate a full service grocery store at the site. The redevelopment efforts will represent an investment equal to at least \$5,000,000 and create at least 85 new jobs when the project is completed. Big Daddy Foods, Inc. is led by Todd Vowell and it or its affiliates also operate the Cash Saver grocery store located at 5458 B Atlanta Highway in Montgomery.

Big Daddy Foods, Inc. is requesting that the City and the County abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

PROJECT DEVELOPMENT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

FAIRCOURT PROPERTIES, L.L.C.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this _____ day of _____, 2015, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **FAIRCOURT PROPERTIES, L.L.C.**, an Alabama limited liability company (the "Company"). The Company, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the Company is in the process of redeveloping and renovating certain real estate located at the corner of Fairview Avenue and South Court Street in the City (the "Project Site"); and

WHEREAS, the Company will redevelop and expand a shopping center (the "Project") on the Project Site; and

WHEREAS, the Company commits that the Project will create at least twenty (20) full-time jobs and represent a capital investment equal to or greater than One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00); and

WHEREAS, the County, and the City are desirous of having the Company undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any Company or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Company's decision to locate, renovate and operate the Project on the Project Site.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Project Development Agreement.

“**City**” has the meaning set forth in the Preamble to this Agreement.

“**Commence Construction**” means that the Company has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

“**Commence Operations**” shall mean the date upon which the Company first distributes goods from the Project.

“**Company**” has the meaning set forth in the Preamble to this Agreement.

“**County**” has the meaning set forth in the Preamble to this Agreement.

“**Effective Date**” shall mean the date upon which all of the Parties have executed this Agreement.

“**Force Majeure**” means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. “**Force Majeure**” shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

“**Party**” has the meaning set forth in the Preamble to this Agreement.

“**Parties**” has the meaning set forth in the Preamble to this Agreement.

“**Project**” has the meaning set forth in the third WHEREAS clause of this Agreement.

“**Project Site**” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. **The Company’s Commitments.**

(a) In consideration of the incentives described herein, the Company makes the following commitments:

(i) The Company acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Company will fulfill its Capital Commitment not later than December 31, 2015.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Company's business at the Project has been committed to the Project by the Company's management.

(iv) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Company is in business in the State of Alabama.

(v) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(vi) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Company's officers, managers, trustees, members or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Company makes the following commitments to the County and the City:

(i) The Company shall give commercially reasonable consideration to contractors located in the City and the County to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(ii) The Company shall give commercially reasonable consideration to qualified City and County residents for employment at the Project, subject in all cases to the Company's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Company the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational County real property and personal property ad valorem taxes on the Project Site, the redevelopment and expansion of a shopping center and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Company Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Company Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Company from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Company Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Company the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the redevelopment and expansion of a shopping center and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Company Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Company Commences Operations and any machinery, equipment and other personal property transferred by the Company from a facility outside the State of Alabama

to the Project Site for the Project as of and through the date on which the Company Commences Operations.

(c) For convenience of the parties, the Company shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Company shall petition for a refund of all such taxes paid by the Company which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Company shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Company (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Company (or its agents, contractors, or subcontractors). The Company shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Company Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Company (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Company:

(i) To do all things and take all actions necessary to assist the Company in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

(a) Such Party is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. **Force Majeure.** In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

8. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

9. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to

exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in performing their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104

Telephone: (334) 269-3120
Facsimile: (877) 453-6422

FAIRCOURT PROPERTIES,
L.L.C.

Lee Willcoxon

Montgomery, AL
Telephone: (334) 318-0789

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

16. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. **Severability.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. **No Third-Party Beneficiaries.** Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Company, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Company shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words

“including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Execution begins on following page]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

FAIRCOURT PROPERTIES, L.L.C.

By: _____
(signature)

Name: Lee Willcoxon
Title: Member

**EXHIBIT A
PROJECT SITE**

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.mcc-ala.org

Agenda

FEB - 2 2015

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *plm*
County Administrator

SUBJECT: Resolution Authorizing the Execution and Delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Big Daddy Foods, Inc.

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda a resolution authorizing the execution and delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Big Daddy Foods, Inc.

I am requesting adoption of this resolution.

DLM/tn

Attachment

RESOLUTION _____

WHEREAS, the County Commission of Montgomery County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama, and Big Daddy Foods, Inc., a Mississippi corporation (the "Corporation"), to be published in The Montgomery Advertiser on January 24, 2015; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the County Commission of the County finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), that the County should enter into the Agreement; and

WHEREAS, the County Commission of the County finds and determines that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County, as follows:

1. The Chairman of the County Commission of the County shall be and hereby is authorized to execute and deliver to the Corporation on behalf of the County an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Chairman of the County Commission of the County shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

ADOPTED this the ____ day of _____, 2015.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donald L. Mims, County Administrator of Montgomery County, Alabama, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly
adopted by the County Commission of Montgomery County, Alabama, at its regular meeting
held the _____ day of _____, 2015.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the
_____ day of _____, 2015.

DONALD L. MIMS, COUNTY ADMINISTRATOR

APPROVED:_____

ELTON N. DEAN, SR., CHAIRMAN

**Projects
in
City of Montgomery, Montgomery County, Alabama
for consideration for
Economic Development Incentives**

A. Faircourt Properties, L.L.C.

Faircourt Properties, L.L.C. is redeveloping the Faircourt Shopping Center located at the intersection of West Fairview Avenue and South Court Street in Montgomery, Alabama. The redevelopment efforts include construction of a 13,120 square foot addition and a façade upgrade for the shopping center. The redevelopment project will reflect an investment of at least \$1,760,000, has created at least 55 construction-related jobs and will result in at least 20 new jobs when completed. Faircourt Properties, L.L.C. is led by Lee Willcoxon.

Faircourt Properties is requesting that the City of Montgomery, Alabama (the “City”) and Montgomery County, Alabama (the “County”) abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

*** B. Big Daddy Foods, Inc.**

Big Daddy Foods, Inc. is redeveloping the property located at 2020 East South Boulevard (former Food World location) to operate a full service grocery store at the site. The redevelopment efforts will represent an investment equal to at least \$5,000,000 and create at least 85 new jobs when the project is completed. Big Daddy Foods, Inc. is led by Todd Vowell and it or its affiliates also operate the Cash Saver grocery store located at 5458 B Atlanta Highway in Montgomery.

Big Daddy Foods, Inc. is requesting that the City and the County abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

PROJECT DEVELOPMENT AGREEMENT
BY AND AMONG
MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA
AND
BIG DADDY FOODS, INC.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this _____ day of _____, 2015, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **BIG DADDY FOODS, INC.**, a Mississippi corporation (the "Corporation"). The Corporation, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the Company is in the process of redeveloping and renovating certain real estate located at 2020 East South Boulevard in the City (the "Project Site"); and

WHEREAS, the Company will operate a full service grocery store (the "Project") on the Project Site; and

WHEREAS, the Company commits that the Project will create jobs for at least eighty-five (85) direct employees of the Company and represent a capital investment equal to or greater than Five Million and No/100 Dollars (\$5,000,000.00); and

WHEREAS, the County, and the City are desirous of having the Corporation undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any Corporation or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Corporation's decision to locate, renovate and operate the Project on the Project Site.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Project Development Agreement.

“**City**” has the meaning set forth in the Preamble to this Agreement.

“**Commence Construction**” means that the Corporation has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

“**Commence Operations**” shall mean the date upon which the Corporation first distributes goods from the Project.

“**Corporation**” has the meaning set forth in the Preamble to this Agreement.

“**County**” has the meaning set forth in the Preamble to this Agreement.

“**Effective Date**” shall mean the date upon which all of the Parties have executed this Agreement.

“**Force Majeure**” means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. “**Force Majeure**” shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

“**Party**” has the meaning set forth in the Preamble to this Agreement.

“**Parties**” has the meaning set forth in the Preamble to this Agreement.

“**Project**” has the meaning set forth in the third WHEREAS clause of this Agreement.

“**Project Site**” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. **The Corporation’s Commitments.**

(a) In consideration of the incentives described herein, the Corporation makes the following commitments:

(i) The Corporation acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Corporation agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Corporation will fulfill its Capital Commitment not later than December 31, 2015.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Corporation's business at the Project has been committed to the Project by the Corporation's management.

(iv) The Corporation is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Corporation is in business in the State of Alabama.

(v) The Corporation is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(vi) The Corporation has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Corporation's officers, managers, trustees, members or any other persons is required under either the Corporation's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Corporation makes the following commitments to the County and the City:

(i) The Corporation has contracted with Ingram Construction, LLC, an Alabama limited liability Corporation located in the City, to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Corporation.

(ii) The Corporation shall give commercially reasonable consideration to qualified Montgomery residents for employment at the Project, subject in all cases to the Corporation's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational County real property and personal property ad valorem taxes on the Project Site, the full service grocery store and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the full service grocery store and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of

Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations.

(c) For convenience of the parties, the Corporation shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Corporation shall petition for a refund of all such taxes paid by the Corporation which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Corporation shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Corporation (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Corporation (or its agents, contractors, or subcontractors). The Corporation shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Corporation Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Corporation (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Corporation:

(i) To do all things and take all actions necessary to assist the Corporation in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

(a) Such Party is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. **Force Majeure.** In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

8. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

9. **Assignment.** This Agreement is not assignable, except that the Corporation shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Corporation that agrees to assume assigned obligations of the Corporation in and to the Project; and if so assigned, the Corporation shall continue to be responsible for the performance of the obligations of the Corporation under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to

exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in performing their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104

Telephone: (334) 269-3120
Facsimile: (877) 453-6422

BIG DADDY FOODS, INC.

Todd Vowell

Telephone: () _____
Facsimile: () _____

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

16. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. **Severability.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. **No Third-Party Beneficiaries.** Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Corporation, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Corporation shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending,

replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Execution begins on following page]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.

Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

BIG DADDY FOODS, INC.

By: _____
(signature)

Name: Todd Vowell

Title: President

**EXHIBIT A
PROJECT SITE**

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: January 22, 2015
Re: Chilton County Bed Contract

Submitted is the corrected copy of the Chilton County bed contract for the Commission's approval. This contract is for Chilton County to house juveniles in our facility. Please place the attached contract on the February 2nd County Commission formal agenda.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Chilton County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to afford **Chilton County bed space upon availability**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the Chairman of its Commission on the 22nd day of September, 2014.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Connie Powell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
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

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

Agenda

FEB - 2 2015

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

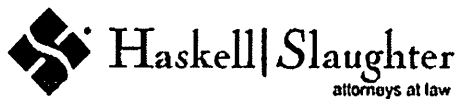
SUBJECT: Recognize and Deny Claim regarding Carl M. Murdock, Jr.

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda to recognize and deny a Claim submitted by Alsobrook McCormick, Attorneys at Law, on behalf of their client, Carl M. Murdock, Jr.

I am requesting that the Commission approve this item.

DLM/tn

Attachments



T T G

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims
FROM: Tommy Gallion
DATE: January 14, 2015
RE: Claim of Carl Murdock

I am in receipt of your December 23, 2014 memo regarding a claim filed by Carl Murdock. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is not the responsibility of Montgomery County.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

December 23, 2014

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Florence M. Cauthen 
Deputy County Administrator

RE: Carl M. Murdock, Jr.
Case Nos.: CC-2005-001278.00 & cc-2004-001385
File No.: 200.163

Attached is a Notice of Claim submitted by Alsobrook McCormick Attorneys at Law on behalf of their client, Carl M. Murdock, Jr. We received this letter in our office on December 12, 2014.

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

A recommendation to the County Commission to recognize and deny this claim is appreciated by December 23, 2014.

Thank you for your assistance in this matter.

/tlm

Attachment

Zachary D. Alsobrook
Barbara Agricola McCormick*
*Also admitted in Georgia
www.alsobrookmccormick.com



Recognize
+
Deny

h Street
.36801
17.3718
17.3716

OFFICIAL NOTICE OF CLAIM

December 11, 2014

VIA CERTIFIED MAIL & U.S. MAIL

ATTN: Commissioners Harris, Dean, Walker, Williams, Hall
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

ATTN: Ms. Brenda Gale Blalock, Montgomery City Clerk
City Clerk's Office, City Hall
103 North Perry Street
Montgomery, Alabama 36104

RE: Carl M. Murdock, Jr. v. City of Montgomery, AL, Montgomery County, AL
Your Case Nos.: CC-2005-001278.00 & CC-2004-001385
Our File No.: 200.163

To Whom It May Concern:

I, along with my firm, Alsobrook & McCormick, its employees and agents, represent Carl M. Murdock, Jr., in the above-referenced matter. Please allow this to serve as my letter of representation and official notice of claim by my client, pursuant to Alabama Code §§ 11-47-23, 11-12-8 (1975). Mr. Murdock was wrongfully arrested by Montgomery P.D. on June 19, 2014 and, subsequently, wrongfully imprisoned for FORTY-EIGHT DAYS in the Montgomery County Jail, in violation of Alabama Code § 6-5-170. Montgomery police officers appeared at Mr. Murdock's residence on June 19, 2014 to arrest him, and when Mr. Murdock asked why he was being arrested, the arresting officer stated that he was not at liberty to say, though it was an old warrant. Mr. Murdock requested to see the warrant for his arrest and the arresting officer told him he could not because he was not in possession of the warrant. After additional requests by my client, the arresting officer revealed that the warrant was based on a failure to appear on his felony charge of theft of property 2nd degree, a charge for which he served prison time, completed supervised release, and was even released from supervision a year early in 2007. Mr. Murdock explained this to the arresting officer and stated that there must be a mistake. Despite hearing this information, the officer arrested Mr. Murdock and my client was wrongfully and falsely incarcerated without an arraignment or preliminary hearing, which also violates the due process rights afforded to him by the U.S. Constitution. In fact, Mr. Murdock had to file a motion requesting a hearing, which he did on July 16, 2014. It was not until August 6, 2014, that Mr.

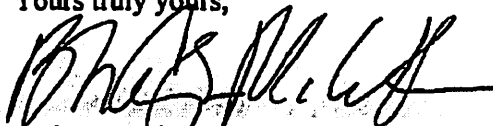
2014 DEC 12 AM 9:37

Murdock appeared before Judge McCooley on the wrongfully issued warrant. Judge McCooley was personally outraged that Mr. Murdock had been falsely imprisoned and even wrote a letter to his employer so that he could maintain his employment. I have enclosed her letter herewith. By Judge McCooley's own admission, the warrant was a "clerical error" and should never have been issued; undeniably, this "clerical error" occurred "through the neglect, carelessness, or unskillfulness of some agent, officer, or employee," see Ala. Code § 11-47-190, and as such, was not "in performance of any discretionary function," eliminating any immunity defense. See Ala. Code § 6-5-338(a).

As a result of his false imprisonment and lack of due process, Mr. Murdock missed a month and a half of wages from his job at the VA. Additionally, he was unable to pay his monthly bills, which resulted in delinquent fines, the repossession of his vehicle, the eviction from his residence, and numerous other money damages. This "clerical error" has resulted in unnecessary and severe damages to my client. Because it was a failure to appear warrant, bond is unavailable so Mr. Murdock sat in jail, and later learned that Judge McCooley took the month of July off for vacation. This is an egregious and unconscionable "clerical error."

Accordingly, please allow this letter to serve as official notice of claims on behalf of Mr. Murdock. Should you wish to do so, please put your liability insurance carrier in touch with me. If I do not hear from you, an agent, an employee, your insurance carrier, or an attorney after the expiration of THIRTY (30) DAYS from the date of this letter (1.10.2015), I will proceed with any and all remedies available to Mr. Murdock, including but not limited to, a formal complaint filed against the City of Montgomery, Montgomery County, and all involved officers and employees. I am hopeful that we can resolve this matter without court involvement, as my client is simply asking to be compensated for the damages caused by the wrongful arrest, and the subsequent FORTY-EIGHT DAYS of imprisonment directly caused by the admitted error of your agents, officers, and employees. Please do not hesitate to call me at my office, 334.737.3718 if you would like to discuss the matter further. I have enclosed my business card for your convenience.

Yours truly yours,



Barbara Agricola/McCormick

BAM/eeh

Enclosures

Cc:

Commissioner Harris, via U.S. mail

Commissioner Dean, via U.S. mail

Commissioner Walker, via U.S. mail

Commissioner Williams, via U.S. mail

Commissioner Hall, via U.S. mail



TRACY MCCOCEY
CIRCLER JUDGE

STATE OF ALABAMA
FIFTEENTH JUDICIAL CIRCUIT
POST OFFICE BOX 1667
MONTGOMERY, ALABAMA 36102-1667

TELEPHONE (334) 832-1365
FACSIMILE (334) 832-1647
COUNTY COURTHOUSE

August 7, 2014

Dear Ms. Marvalene Fletcher,

Carl Murdock was picked up on June 19, 2014 due to a clerical error. A warrant should never have been issued in this case. I am personally writing this letter to make you aware that none of this was his fault. All fines in this case have been set aside and Mr. Murdock is ready to return to his job. If you have any questions please contact my office at (334) 832- 1365.

Sincerely,

Honorable Tracy McCocoy
15th Judicial Circuit

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

Agenda

FEB - 2 2015

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

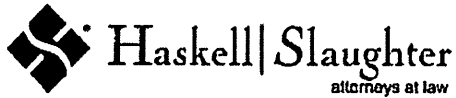
SUBJECT: Recognize and Deny Claim regarding Wontanee J. Scott

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda to recognize and deny a Claim submitted by Alexander Shunnarah Gulfcoast, LLP, on behalf of their client, Wontanee J. Scott.

I am requesting that the Commission approve this item.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

OK
TTG

TO: Donnie Mims
FROM: Tommy Gallion
DATE: January 14, 2015
RE: Claim of Wontanee J. Scott

I am in receipt of your January 9, 2015 memo regarding a claim filed by Wontanee J. Scott. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is not the responsibility of Montgomery County.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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
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FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

January 9, 2015

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

RE: Wontanee J. Scott

Attached is a Notice of Claim submitted by Russell D. Johnson (POA) Attorney for Claimant at Alexander Shunnarah Gulfcoast, LLP on behalf of their client, Wontanee J. Scott. We received this letter in our office on January 7, 2015.

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

A recommendation to the County Commission to recognize and deny this claim is appreciated by January 19, 2015.

Thank you for your assistance in this matter.

/tlm

Attachment

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

**TO: CITY OF MONTGOMERY, ALABAMA;
MONTGOMERY COUNTY, ALABAMA; and,
MONTGOMERY TRANSIT**

Comes now, Ms. Wontanee Scott [hereinafter referred to as "Claimant"], pursuant to the Code of Alabama (1975) and hereby gives notice of and presents a claim to/against the above addressed entities for the maximum amount allowed by statute.

Said claim arises out of an accident that occurred on or about July 9, 2014 in Montgomery, Alabama. On the day of the accident, Claimant was a passenger on a Montgomery Transit bus. As the Claimant was exiting the bus, the bus driver/operator of the subject bus negligently and/or wantonly closed the Claimant's arm in the bus door. Consequently, Claimant suffered injuries as a result of the subject bus driver's negligence.

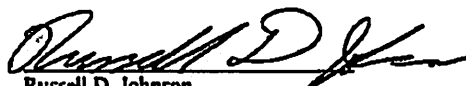
Said claim arises out of the City, County or Transit Authority's negligence and/or wantonness through the actions of its agent and/or employee in negligently operating the bus and failing to care for the safety of its passenger; or, the City, County or Transit Authority may be liable for the negligent hiring, training, and supervision of said agent and/or employee who operated the bus, depending upon further investigation.

As a result of the negligent operation of the subject bus, Claimant suffered physical injuries resulting in recoverable damages including, but not limited to, medical expenses and pain and suffering caused by the accident.

Claimant and her counsel ask that all the above-addressed entities provide any information and/or documentation they have pertaining to the accident described herein. If any recipient of this notice knows of any other persons or entities they deem to be responsible in any manner for Claimant's injuries, they should inform the Claimant and her counsel of the names and addresses of such persons or entities immediately. For example, please provide our office with the bus operator's name as well as the unknown driver's information upon receipt of this document. Further, please also forward a copy of any relevant report created as a result of the accident caused by the Montgomery Transit employee.

Dated this the 2nd day of January, 2015.


Russell D. Johnson (POA) for Wontanee J. Scott


Russell D. Johnson
Attorney for Claimant

OF COUNSEL:
Alexander Shunnarah Gulfcoast, LLP
PO Box 1388
Mobile, AL 36633
(P) 251.459.6336
(F) 251.459.6387

2015 JAN -7 PM 1:22

RECEIVED
JAN 7 2015

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

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www.mc-ala.org

Agenda

FEB - 2 2015

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

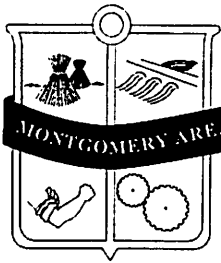
SUBJECT: Payment of 2015 Membership Dues to Montgomery Area Committee of 100, Inc.

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda the 2015 Membership Dues to Montgomery Area Committee of 100, Inc., for Chairman Elton N. Dean, Sr.

I am requesting approval of this item.

DLM/tn

Attachment



Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

Honorable Elton Dean
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Date	Invoice #
1/2/2015	1105

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

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

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www.mc-ala.org

Agenda

FEB - 2 2015

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 183
- (2) Corrections Officer Trainee/Corrections Officer, Position Number to be determined
- (3) Corrections Officer Corporal, Position Number 27

I am requesting approval of these items.

DLM/tn

Attachments

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 183

Proposed Effective Date January 5, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

D T Marshall

Date December 31, 2014

Department Head msa

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director _____

Date _____

4. Selectee: _____

Appointing Authority _____

Date _____

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Corrections Officer Trainee / Corrections Officer
Position Number _____
Proposed Effective Date January 5, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

D T Marshall

Date December 31, 2014

Department Head *mod*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number 27

Proposed Effective Date January 5, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PC2 - \$32,792 - \$46,681

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

D. T. Marshall
Department Head

Date December 31, 2014

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

FEB - 2 2015

Memo

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator *BRH*
Date: January 22, 2015
Re: Juvenile Probation Officer I Fill Request

We have a Juvenile Probation I vacancy which needs to be filled in our Intake Division. I am requesting approval at the February 2nd formal session County Commission Meeting to fill this vacancy.

Thank you for your consideration!

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Intake Supervisor

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Probation Officer I (to replace Kim Cole)

POSITION NUMBER: 900304008

PROPOSED EFFECTIVE DATE: 2/16/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(X) PROMOTIONAL REGISTER* () TRANSFER

*Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations,
Rule VI, Section 10 (a) Promotions.

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06-S1 (\$35,600/\$1369.22/\$17.1152)

Bruce R. Howell

Department Head

1/13/2015
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

FEB - 2 2015

Date: January 28, 2015
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Al
Departure Date: February 25, 2015 Return Date: February 27, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend GFOAA 31st Annual Conference & Training

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$769.30 Advance Registration Required: \$295.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$295.00; Lodging - \$259.90; Mileage -\$64.40; Meals - \$150.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$769.30 and advance registration of \$295.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$9,550.66</u>	
Budget Available:	<u>\$12,949.34</u>	
Current Requests:	<u>\$769.30</u>	
Budget Balance:	<u>\$12,180.04</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 2 2015

Date: January 26, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Jm

Request approval to be granted for the following:

Destination: Prattville, Alabama (Mariott at Capitol Hill in Prattville, AL)

Departure Date: April 1, 2015 Return Date: April 2, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA "Legal Considerations of Local Revenue" Course sponsored by
ACCA. 12 hr. course requirement applies toward applicants earning their initial
CRO designation certification. Credit hrs. also apply toward CRE for Ms. Jackson.

Traveler (s) Name: 1. Kenneth Holmes 4. _____
2. Twyla Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$405.20 Advance Registration Required: \$350.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$350.00 total (\$175.00 each) has to to be paid online in
in advance to ACCA. Other Estimated Costs: Mileage \$55.20 (Round-trip for
2 people for 2 days.) Meals \$0 (Lunch Included).

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$405.20 and advance registration of \$350.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$8,600.00

Approved Requests: \$2,265.73

Budget Available: \$6,334.27

Current Requests: \$405.20

Budget Balance: \$5,929.07

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 2 2015

Request # 7

Date: January 26, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

TH

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: March 6, 2015 Return Date: March 6, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Learned Professions Class and ALTIST Restaurants and Bars
Class. Both Specialty Courses Will Be In Hoover, AL On March 6, 2014. Both
Attendees Earn 8 CPE Hrs. Toward Annual 40 Hr.CRE Certification Requirement.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. Twyla Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$425.45 Advance Registration Required: \$300.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$300 total for the 2 classes to be direct billed to Montgomery
County Commission Tax & Audit Department by Auburn University Center for
Governmental Services.Meals \$30.Mileage \$95.45 (traveling together).

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$425.45 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$2,265.73</u>	
Budget Available:	<u>\$6,334.27</u>	
Current Requests:	<u>\$830.65</u>	
Budget Balance:	<u>\$5,503.62</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB - 2 2015

Date: January 26, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Jm

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: April 17, 2015 Return Date: April 17, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Special Issues for Sales and Use Tax Class to be held in
Hoover, AL On April 17, 2015. Attendee Will Each Earn 8 CPE Hrs. Toward
Her Annual CRE Certification Requirements.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$260.45 Advance Registration Required: \$150.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$150 total to be direct billed to Montgomery County
Commission Tax & Audit Department by Auburn University Center for
Governmental Services. Meals \$15. Mileage \$95.45.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$260.45 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,600.00</u>
Approved Requests:	<u>\$2,265.73</u>
Budget Available:	<u>\$6,334.27</u>
Current Requests:	<u>\$1,091.10</u>
Budget Balance:	<u>\$5,243.17</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB - 2 2015

Date: January 28, 2015
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: El Conquistador, Tucson, AZ
Departure Date: March 25, 2015 Return Date: March 27, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: States' Spring 2015 Joint Board & Committees Meeting

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: All expenses are paid by States

To: Scott Kramer

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$2,031.64</u>
Budget Available:	<u>\$12,968.36</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$12,968.36</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

FEB - 2 2015

Date: January 27, 2015
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites, Huntsville, AL
Departure Date: March 10, 2015 Return Date: March 11, 2015
Conference Leave (Days / Hours): 2 days / 16 hrs.
Purpose of Travel: Attend 25th Annual Alabama Asphalt Pavement Conference

Traveler (s) Name: 1. James M. Kelley 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$700.00 Advance Registration Required: \$90.00

Department Name: _____ Fund Name: Gasoline Tax 111-53600.265

Additional Comments: Includes registration, lodging, mileage and meals

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$90.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,500.00</u>	
Approved Requests:	<u>\$4,917.36</u>	
Budget Available:	<u>\$1,582.64</u>	
Current Requests:	<u>\$700.00</u>	
Budget Balance:	<u>\$882.64</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

FEB - 2 2015

Date: January 14, 2015

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: March 27, 2015

Return Date: March 27, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Alabama Certified Appraiser Exam (Real Property)

Traveler (s) Name: 1. Tracy Powell 4. _____
2. Calvin Johnson 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$383.80

Advance Registration Required: \$180.00

Department Name: Appraisal

Fund Name: Reappraisal

Additional Comments: Registration - \$180.00 Mileage - \$128.80 Food \$75.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$383.80 and advance registration of \$180.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51985.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$30,000.00

Approved Requests: \$10,923.13

Budget Available: \$19,076.87

Current Requests: \$383.80

Budget Balance: \$18,693.07

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/20/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

FEB - 2 2015

Date: January 21, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: March 3, 2015 Return Date: March 6, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: AAAO MidWinter Conference

Traveler (s) Name: 1. Donna Raney 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$939.80 Advance Registration Required: \$135.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$135.00 LODGING-\$399.00 MILEAGE-\$105.80 FOOD-\$300.00

Total Cost: \$939.80

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$939.80 and advance registration of \$135.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$10,923.13</u>	
Budget Available:	<u>\$19,076.87</u>	
Current Requests:	<u>\$1,323.60</u>	
Budget Balance:	<u>\$17,753.27</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/21/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB - 2 2015

Date: January 29, 2015
To: Donald L. Mims, Administrator
From: Jane Riggs Brown
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville , Alabama
Departure Date: February 10, 2015 Return Date: February 10, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend AAND Membership Meeting
Marriot Legends at Capital Hill

Traveler (s) Name: 1. Jane Riggs Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$33.80 Advance Registration Required: \$0.00

Department Name: Emergency Management Board Fund Name: EMCDB

Additional Comments: Mileage - \$13.80; Meals - \$20.00

To: Jane Riggs Brown
From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$33.80 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>784-51986.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,758.05</u>	
Budget Available:	<u>\$3,241.95</u>	
Current Requests:	<u>\$33.80</u>	
Budget Balance:	<u>\$3,208.15</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2015

cc: Finance Director / Buyer

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