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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

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

County Offices will be closed Monday, February 16, 2015, in observance of President's Day.

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

1-1 County Commission Information Session Schedule for February 2, 2015

Waived Rules Items to Consider for February 2, 2015

- 2-1 Consider Resolution Appointing Members to the Board of Directors of The Montgomery County Public Education Cooperative District, County Commission
- 3-1 Consider Alabama Department of Youth Services Grant/Subsidy Agreement for Part I, Part II and Part III Funds, Youth Facility
- 4-1 Consider Position Fill Requests – Sheriff's Office (4)
 - (1) Deputy Sheriff Lieutenant, Position Number 80
 - (2) Deputy Sheriff Sergeant, Position Number To Be Determined
 - (3) Deputy Sheriff Corporal, Position Number to Be Determined
 - (4) Deputy Sheriff Trainee/ Deputy Sheriff, Position Number To Be Determined

- 5-1 Consider Grant Agreement with the Alabama Historical Commission regarding The Governor Shorter House/Greil Mansion (Grant Number GF2015-37 - \$5,000), County Commission

Items to Consider for February 17, 2015 Agenda

- 6-1 Consider Resolution Authorizing First Amendment to the Articles of Incorporation of The Montgomery County Public Education Cooperative District, County Commission
- 7-1 Consider Resolution Approving Project Funding and Cooperation Agreement Relating to the Public Education Project, County Commission
- 8-1 Consider Resolution Approving Incentives to BRC Montgomery Mall, LLC, County Commission
- 9-1 Consider Memorandum of Understanding regarding Administration of the 2015 Scheduled Montgomery Municipal Election(s), Probate Judge's Office (Elections)
- 10-1 Consider County Tax Levies for the Year 2015, County Commission
- 11-1 Consider Resolution Proclaiming the Month of March as Certified Government Financial Manager Month, County Commission
- 12-1 Consider Resolution Proclaiming the February 17, 2015 as Montgomery County Never Forgets Day, County Commission
- 13-1 Consider County Employee Blood Drives for 2015, County Commission
- 14-1 Consider Board Member Reappointment to the Pintlala Water and Fire Protection Authority, County Commission
- 15-1 Consider Authorization of Payment of Invoice for Smart911 System, Emergency Management Communications District Board (The next time the Emergency Management Communications District Board meets, it will ratify this payment)
- 16-1 Consider Amendment Number 7 to Contract with Norment Security Group, Inc., regarding a Three Month Contract Extension for Preventive Maintenance on the Security Cameras, Doors, Locks, and any other Security Components within the County Buildings, County Commission
- 17-1 Consider Bid Award for Toner Cartridges, Bid No. 51901-15B-014, Support Services

Personnel Actions

- 18-1 **New Request:** Copy of Letter from Assistant Chief Deputy Dave Bryan requesting Authorization of Ten (10) Part-Time Deputy Sheriffs – Sheriff's Office (Four Court Security Officers (CSO) vacancies are not to be filled)
- 19-1 **New Requests:** Copies of Position Fill Requests – Detention Facility (4)
(1) Detention Facility Accounts Manager, Position Number 4
(2) Corrections Officer Trainee/Corrections Officer, Position Number 113
(3) Corrections Officer Trainee/Corrections Officer, Position Number 148
(4) Corrections Officer Trainee/Corrections Officer, Position Number 213
- 20-1 **New Request:** Copy of Position Fill Request for Civil Engineering Tech I, Position Number 640627006 – Engineering Department
- 21-1 **New Request:** Copy of Position Fill Request for County Archivist, Position Number 750026048 – Probate Judge's Office

General Information

- 22-1 Copy of Letter from Sheriff Derrick Cunningham requesting Authorization for a Grant Specialist Position for the Sheriff's Office
- 23-1 Copy of Letter from Event Director Ken Ward with Friends of the Montgomery Clean City Commission requesting Funding in the amount of \$1,800 for the Dream Marches On Youth Day of Service Event
- 24-1 Copy of Letter from Development Director Eve Loeb with the Alabama Shakespeare Festival requesting Funding in the amount of \$25,000 for the SchoolFest Program
- 25-1 Copy of Letter from Attorney H. Lewis Gillis regarding the Calling of an Executive Session to Discuss Possible Sale and/or Purchase of Property
- 26-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 27-1 Copies of Detailed Accounts Payables, paid 1/16/15 and 1/23/15; subject to the County Commission approval

Additional Information – No Attachments

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

- Jerry Bloodsworth, Chief Investigator, District Attorney's Office (**25 years, 3 months**), effective February 1, 2015

If you have any questions, please contact me.

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
FEBRUARY 2, 2015

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Attorneys Robert Gilpin and Clinton Graves with Gilpin Givhan, PC – Presentation regarding Resolution Appointing Members to the Board of Directors of The Montgomery County Public Education Cooperative District (**Waived Rules Item 2-1**), Resolution Authorizing First Amendment to the Articles of Incorporation of The Montgomery County Public Education Cooperative District, Resolution Approving Project Funding and Cooperation Agreement Relating to the Public Education Project and Resolution Approving Incentives to BRC Montgomery Mall, LLC (**Future Agenda Items 6-1, 7-1 and 8-1**)
- 8:25 a.m. Juvenile Court Administrator Bruce R. Howell – Presentation regarding Alabama Department of Youth Services Grant/Subsidy Agreement Part I, Part II Funds (**Waived Rules Item 3-1**)
- 8:35 a.m. Sheriff Derrick Cunningham – Presentation regarding Position Fill Requests for Sheriff's Office (**Waived Rules Item 4-1**), Authorization of Ten (10) Part-Time Deputy Sheriffs (**Personnel Action Item 18-1**), Position Fill Requests for Detention Facility (**Personnel Action Item 19-1**), and Authorization for a Grant Specialist Position for the Sheriff's Office (**General Information Item 22-1**)
- 8:50 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations
- 9:00 a.m. County Engineer George Speake – Briefing regarding Engineering Operations and Position Fill Request for Civil Engineering Technician I (**Personnel Action Item 20-1**)
- 9:10 a.m. Event Director Ken Ward with Friends of the Montgomery Clean City Commission – Presentation regarding Funding for the Dream Marches On Youth Day of Service Event (**General Information Item 23-1**)
- 9:20 a.m. Development Director Eve Loeb and Chairman Laurie Weil with the Alabama Shakespeare Festival - Presentation requesting Funding for the SchoolFest Program (**General Information Item 24-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Chief Probate Clerk William Flowers and Director of Elections Daniel Baxter – Presentation regarding Position Fill Request for County Archivist (**Personnel Action Item 21-1**) and Memorandum of Understanding regarding Administration of the 2015 Schedule Montgomery Municipal Election(s) (**Future Agenda Item 9-1**)

INFORMATION SESSION SCHEDULE

PAGE 2

FEBRUARY 2, 2015

- 10:15 a.m. Chairman Clay Torbert with Blue Gray National Collegiate Tennis Classic – Presentation regarding Blue Gray Tennis Tournament (**Last year, Chairman Dean and Commissioner Ingram appropriated \$750 from each of their accounts, Vice Chairman Harris and Commissioner Williams appropriated \$500 from each of their accounts and the Commission approved a \$5,000 Budget Change Request for this event for a total of \$7,500**)
- 10:30 a.m. Research Coordinator Joe Adams with Public Affairs Research Council of Alabama – Presentation regarding New Sources of Revenue
- 10:45 a.m. Executive Session regarding Possible Lease and/or Purchase of Property (**General Information Item 25-1**)
- 11:30 a.m. Adjourn



CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

January 29, 2015

Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Resolution Appointing Members to the Board of Directors of
The Montgomery County Public Education Cooperative District
Our File No. 3754.1002

Dear Donnie:

The Montgomery County Commission (the "Commission") is working with the City of Montgomery, Alabama (the "City") and the Montgomery County Board of Education (the "BOE") to finance certain public education capital improvements, which are referred to in the attached resolution as the Public Education Project.

The attached resolution provides for the appointment of persons in their respective representative capacities to the board of directors of The Montgomery County Public Education Cooperative District (the "District"), which has been proposed to be used as the financing vehicle and bond issuer in the proposed Public Education Project. The District was previously formed by the County and the City to finance certain public education capital improvements, but was eventually not used for those transactions. As such, a new board will be appointed in order for the District to issue bonds to finance the Public Education Project. The organizational documents of the District call for a nominating committee to make recommendations to the Commission and the City Council of the City of Montgomery for the appointment of new members to the board of directors of the District. The recommendation form of the nominating committee has been included as an exhibit to the resolution.

The attached resolution is coming before the Commission for the first time and we are asking that the Commission waive rules to approve the resolution to appoint the persons recommended by the nominating committee as new members to the board of directors of the District.

GILPIN GIVHAN

Mr. Donald L. Mims
January 29, 2015
Page 2

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC

A handwritten signature in black ink, appearing to read "Clinton D. Graves", written in a cursive style.

Clinton D. Graves

CDG:bsh
Enclosures

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 3, inclusive, constitute (except for the exhibits referred to therein) a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on February 2, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this ____ day of _____, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

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

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

a. The County and the City of Montgomery, Alabama (the "City") are working with the Montgomery County Board of Education (the "BOE") to provide for the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project");

b. The County and the City desire to utilize The Montgomery County Public Education Cooperative District (the "District"), an Alabama cooperative district, as the issuer of bonds to finance the Public Education Project;

c. It is the responsibility of the Commission and the City Council of the City of Montgomery to appoint each director of the District;

d. The nominating committee for the District has submitted a recommendation to the Commission to appoint certain persons in their representative capacities to the board of directors of the District, a copy of such recommendation being submitted hereto as Exhibit "A"; and

e. The Commission hereby appoints the following persons, each in their respective representative capacity to the board of directors of the District:

- (i) Mayor of the City of Montgomery
- (ii) City Council President
- (iii) County Commission Chairman
- (iv) County Commission Vice-Chairman
- (v) Superintendent of the Montgomery County Board of Education.

Section 2. It is the desire of the Commission that the above persons serve as the board of directors of the District, and that the remaining positions on the board of directors remain vacant.

Section 3. The above persons shall each serve for a period of four (4) years effective immediately upon the date of this resolution and an accompanying resolution of the City Council of the City of Montgomery.

ADOPTED this 2nd day of February, 2015.

Elton N. Dean, Sr., Chairman
Montgomery County Commission

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"

[NOMINATION RECOMMENDATION FORM]

**THE MONTGOMERY COUNTY
PUBLIC EDUCATION COOPERATIVE DISTRICT**

NOMINATING COMMITTEE RECOMMENDATION FORM

The undersigned hereby nominate and recommend the following persons to serve as members of the Board of Directors of The Montgomery County Public Education Cooperative District with such terms to begin immediately upon their approval by the County Commission of Montgomery County, Alabama and the City Council of the City of Montgomery, Alabama:

Voting Members:

- (i) Mayor of the City of Montgomery
- (ii) City Council President
- (iii) County Commission Chairman
- (iv) County Commission Vice-Chairman
- (v) Superintendent of the Montgomery County Board of Education

This committee further recommends that the remaining seats on the Board of Directors for both voting and non-voting members remain vacant at this time.

[SIGNATURE PAGE FOLLOWS]

The undersigned nominating committee members for The Montgomery County Public Education Cooperative District have hereunto subscribed their signatures this ____ day of _____, 2015.

Todd Strange, Mayor of the City of
Montgomery

Elton N. Dean, Sr., Chairman of the
Montgomery County Commission

Margaret Taylor-Allen, Superintendent
of the Montgomery County Board of
Education

Eleanor Lewis Dawkins, Chairman of
the Montgomery County Board of
Education

Charles W. Jinright, President of the
City Council of the City of Montgomery

Daniel Harris, Jr., Vice-Chairman of the
Montgomery County Commission

Tracy Larkin, President Pro Tem of the
City Council of the City of Montgomery

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Court Administrator 
Date: January 27, 2015
Re: DYS 2014-2015 Community Grant/Subsidy
Authorization

The attached grant agreement needs to be put on the County Commission working agenda for February 2nd. Then I am requesting that the rules be waived and this be placed on the official agenda. These are Part I and Part II DYS Community Grant/Subsidy Authorization funds.

Thank you for your consideration in this matter.

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2014 – 2015

The Alabama Department of Youth Services hereby awards to **Montgomery County Commission** (hereinafter called Recipient) the total amount of **Two hundred twenty-five thousand, one hundred, forty-two and no/100 dollars (\$225,142.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Autauga, Butler, Elmore, Monroe, Montgomery**. These funds are formula driven by Legislative Act 2014-284 as summarized in the table below.

#	#	Part I	Part II	Part III		2010 U S Census
Beds	COs	\$14,000	\$0.183804	\$1,544	FY15	Combined County
		per county	per person	per bed	TOTAL	Population
62	5	70,000	74,854	80,288	225,142	407,252

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2015.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.

State of Alabama
DEPARTMENT OF YOUTH SERVICES

Robert Bentley
Governor

P. O. Box 66
Mt. Meigs, AL 36057

Steven P. Lafreniere
Executive Director

October 30, 2014

Mr. Bruce Howell
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear Mr. Howell:

Please find the enclosed FY 2015 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 2014-884. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mt. Meigs, AL 36057

Sincerely,

LeTonya Bowman
Chief Accountant



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 29, 2015

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Assistant Chief Deputy Dave Bryan 
Montgomery County Sheriff's Office

SUBJECT : Approval Fill Request
For Deputy Sheriff Trainee
In Montgomery County Sheriff's Office

REC'D 27-01-15
11:21 AM

This memorandum is in conjunction with the previous email dated January 27, 2015, whereas I advised that Lieutenant Clarence Brannon will retire from the Montgomery County Sheriff's Office on January 31, 2015. His retirement will open positions for Lieutenant, Sergeant and Corporal Deputy Sheriff. Additionally, there is a Deputy Sheriff position open as well. At this time, I am requesting that the Montgomery County Commission approve all four fill requests.

I am attaching copies of the Fill Requests. Originals have been forwarded to Ms. Bazzell's office in Finance. Please place this on the next agenda for the approval of the County Commission.

Your assistance is greatly appreciated.

DB/crv

encls.

cc: Mek Abebe, Payroll
Priscilla Williams, Payroll

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. Cunningham, Sheriff
SUPERVISOR: K. Murphy, Chief Deputy

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 Deputy Sheriff Lieutenant

Position Number 80

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

- ☒ Promotional Register ☐ Transfer
☐ Open Competitive Register ☐ Reemployment

Pay Grade Pay Grade PS 4 \$46,499 - \$66,192

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10-(A-Promotions)

Daniel Cunningham Date January 27, 2015
Department Head

2. Administrative Review
☐ Approved
☐ Disapproved

Funding Authority

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

Personnel Director

D:

4. Selectee: _____

Appointing Authority

Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

Replacement
to
Clarence
Brannon

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. Cunningham, Sheriff
SUPERVISOR: K. Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Sergeant

Position Number _____

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

☒ Promotional Register ☐ Transfer
☐ Open Competitive Register ☐ Reemployer

*to be determined
after
Promotion*

Pay Grade Pay Grade PS3 \$42,191 - \$60,059

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10-(A-Promotions)

Daniel Cunningham *phc* Date January 27, 2015
Department Head

2. Administrative Review

☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

4-3

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. Cunningham, Sheriff
SUPERVISOR: K. Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Corporal

Position Number _____

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent () Temporary

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

*To be determined
after
promotion*

Pay Grade Pay Grade PS2 \$34,657 - \$49,337
David Cunningham *John*
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10-(A-Promotions)
Date January 27, 2015
Department Head

2. Administrative Review
() Approved
() Disapproved

Funding Authority

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

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

4-4

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. Cunningham, Sheriff

SUPERVISOR: K. Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Trainee /Deputy Sheriff

Position Number _____

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent () Temporary

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

*to be determined
after promotion*

Pay Grade Deputy Sheriff Trainee - \$31,508 PST
Deputy Sheriff - \$32,661 - \$46,493 Grade PS1

Daniel Cunningham Date January 27, 2015
Department Head

2. Administrative Review
() Approved
() Disapproved

Funding Authority

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

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

4-5



STATE OF ALABAMA
ALABAMA HISTORICAL COMMISSION
468 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36130-0900

FRANK W. WHITE
EXECUTIVE DIRECTOR

TEL: 334-242-3184
FAX: 334-240-3477

January 20, 2015

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

RE: GF2015-37, The Governor Shorter House

Dear Mr. Dean:

We are pleased that your application has been selected to receive funding from the 2015 Capital Enhancements Grant Program. In many cases, reductions had to be made to grant awards to meet the many needs across the State.

Enclosed is a copy of the official grant agreement between your organization and the Alabama Historical Commission. You should sign the agreement and return it as soon as possible. Funds will be distributed on a semi-annual basis, with payments expected to be mailed in late March and early September.

We are grateful to Governor Bentley and the Alabama Legislature for making these funds available. We also appreciate your commitment to preserving Alabama's historic sites and parks. Should you have any questions regarding the process, please contact John Powell at 334-230-2654 or john.powell@preserveala.org.

Yours Truly,

Frank W. White
Executive Director

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Historical Commission (hereinafter called the "Commission") and the **Montgomery County Commission** (hereinafter called the "Grantee").

1. **PURPOSE:** The purpose of this grant is to provide funds for the Grantee's application for **The Governor Shorter House**.
2. **FUNDING AND COMPENSATION:** This Grant Agreement is financed with state funds not to exceed the sum of **\$5,000.00** which is expected to be paid in two equal semi-annual installments during the fiscal year at approximately **\$2,500.00** each. Payments made by the Commission under the terms of this Agreement shall not constitute approval of work accomplished or accounting for costs that are claimed for payment. All project work will be carried out in conformance with the applicable Secretary of the Interior's Standards.
3. **GRANT PERIOD:** This agreement is effective as of the date that it is fully executed and will end on September 30, 2015, or until all reporting requirements are met.
4. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Commission commitment of funds herein shall be contingent upon the receipt and availability by the Commission of funds under the program for which this Grant Agreement is made.
5. **AUDITS:** The Grantee shall comply with the Alabama Historical Commission Audit Policy (revised October 6, 2014).
6. **NOT TO CONSTITUTE A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213, Constitution of Alabama 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
7. **TERMINATION OR SUSPENSION:**
 - a. **TERMINATION OF GRANT AGREEMENT:** The Commission or the Grantee may terminate this Grant Agreement at any time by giving written notice of such termination and specifying the effective date thereof at least 15-days before the effective date of such termination.
 - b. **SUSPENSION OF FUNDS UNDER THIS GRANT AGREEMENT:** Payment of funds awarded under this Grant Agreement may be suspended or withdrawn/recaptured in the event that there is an outstanding audit exception under this program administered by any division of the Commission.
8. **PRORATION:** This agreement will be subject to proration in the event of proration of the fund from which payment of this grant agreement is to be made.
9. **MERIT SYSTEM EXCLUSION:** The grant agreement does not make the Grantee or the employees of the Grantee subject to the provisions of, nor entitled to the benefits of, the state merit system law.
10. **SETTLEMENT OF DISPUTES:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the

Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama."

11. ALTERNATIVE DISPUTE RESOLUTION: For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearing or where appropriate, private mediators.
12. IMMIGRATION ACT: By signing the grant agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed as evidenced by their signatures below:

ALABAMA HISTORICAL COMMISSION

GRANTEE
Montgomery County Commission

Frank W. White
Executive Director

Elton N. Dean, Sr.
Chairman

APPROVED

Robert Bentley, Governor

_____ date _____

Alabama Historical Commission

Audit Policy

(Revised October 6, 2014)

All submissions in this grant agreement shall be directed to:

John R. Powell, Jr., Contracts and Grants
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
courier delivery zip code 36104
voice 334 230-2654
fax 334 240-3477
john.powell@preserveala.org

If an audit is performed for the Grantee, a copy of its audit report for the period which contains this agreement shall be forwarded to the Department of Examiners of Public Accounts which is required under Act 94-414, State of Alabama. Audit reports submitted should be addressed in the following manner:

Department of Examiners of Public Accounts
P O BOX 302251
Montgomery, Alabama 36130-2251
ATTN: Audit Report Repository

STATE OF ALABAMA GENERAL REQUIREMENTS
Grantees that are cities, counties or state institutions of higher education shall comply with applicable state and local government-wide regulations governing the use of these funds.

AMENDMENTS: The grant agreement can be amended only after agreement of all parties involved.

CONFLICT OF INTEREST: The Grantee is responsible to ensure that no conflicts of interest existed or now exist which have, may have, or have had an effect on the grant award.

COMPLIANCE WITH LAWS: The project will be subject to all applicable state and local laws including bid laws and will be monitored, as appropriate, for compliance by the Alabama Historical Commission staff.

STANDARDS FOR GRANTEE FINANCIAL MANAGEMENT SYSTEMS The Grantee shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. The Grantee shall keep accurate records of all procurements, receipts and disbursements.

REPORTING SCHEDULE: The Grantee shall provide a report semi-annually on March 31st and September 30th each year listing grant accomplishments and expenditures until project completion and all funds are expended by the grantee. Within 30 days after the final expenditure of funds and project completion, a final report must be provided of grant accomplishments all expenditures. The report which shall fully explain accomplishments and actual expenditures using original budget categories. A final report is required at the end of the project using the same format. Failure by the Grantee to submit reports or document project costs in a timely manner is reasonable cause for termination of the grant agreement by the Alabama Historical Commission.

The Grantee will furnish additional documentation as, in the judgment of the Alabama Historical Commission, may be relative to a question of compliance with this agreement. This may include supporting documents, statistical records, and all other records until such questions are resolved.

ACCESS TO RECORDS: The head of the Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee to make audits, financial reviews, examinations, excerpts, and transcripts.

RECORD RETENTION: All financial, procurement, and programmatic records must be retained for a period of five years from the date The Alabama Historical Commission receives the final report.

(End)

Please acknowledge our support as follows:

This project is funded by the State of Alabama 2015 Capital Enhancements Grant Program for historical properties and sites. The program is administered by The Alabama Historical Commission. The Alabama Historical Commission protects, preserves, and interprets Alabama's historic places and is the State Historic Preservation Office. www.preserveala.org.



CLINTON D. GRAVES
DIRECT DIAL: 334 409 2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

January 29, 2015

Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Resolution Authorizing First Amendment to the Articles of Incorporation of
The Montgomery County Public Education Cooperative District
Our File No. 3754.1002

Dear Donnie:

The Montgomery County Commission (the "Commission") is working with the City of Montgomery, Alabama (the "City") and the Montgomery County Board of Education (the "BOE") to finance certain public education capital improvements, which are referred to in the enclosed resolution as the Public Education Project. The Montgomery County Public Education Cooperative District "District," an Alabama cooperative district, is proposed to be used as a funding vehicle to finance the Public Education Project by issuing its bonds, to be secured by separate funding agreements to be entered into by the County and the City.

In order for the District to be in a position to issue its bonds for the Public Education Project, the Certificate of Incorporation of the District must be amended to encompass the Public Education Project and to better fit the needs of the said Project. The enclosed resolution provides for the authorization and approval of the amendment to the Certificate of Incorporation of the District as provided for in the First Amendment to the Certificate of Incorporation of the District attached to the resolution as Exhibit "A."

The enclosed resolution is being introduced before the Commission for the first time and we are asking that the Commission include this resolution on its agenda for the next regular Commission meeting on February 17, 2015.

Mr. Donald L. Mims
January 29, 2015
Page 2



GILPIN GIVHAN
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If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC

A handwritten signature in black ink, appearing to read 'Clinton D. Graves'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Clinton D. Graves

CDG:bsh
Enclosures

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 3, inclusive, constitute (except for the exhibits referred to therein) a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on February __, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this __ day of ____, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

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

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

- a. The County and the City of Montgomery, Alabama (the "City") are working with the Montgomery County Board of Education (the "BOE") to provide for the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project");
- b. The County and the City desire to utilize The Montgomery County Public Education Cooperative District (the "District"), an Alabama cooperative district, as the issuer of bonds to finance the Public Education Project;
- c. In order to utilize the District to finance the Public Education Project, it is necessary for the Certificate of Incorporation of the District to be amended as set forth in the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A"; and
- d. The Commission has determined that it is in the public interest to authorize the First Amendment to the Certificate of Incorporation of the District as proposed in Exhibit "A."

Section 2. The Chairman of the Board of Directors of the District is authorized to execute and deliver the First Amendment to the Certificate of Incorporation of the District and such other documents as necessary carry out the resolutions set forth herein.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this 17th day of February, 2015.

Elton N. Dean, Sr., Chairman
Montgomery County Commission

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"

**[FIRST AMENDMENT TO THE CERTIFICATE OF INCORPORATION
OF THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT]**

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

**FIRST AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

Pursuant to the provisions of Section 11-99B-5 of the Code of Alabama, 1975, as amended, the undersigned District adopts the following First Amendment to its Certificate of Incorporation to include the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project"):

I

The name of the corporation is THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT, an Alabama cooperative district incorporated under Section 11-99B-3, Code of Alabama, 1975, as amended (the "District").

II

The Certificate of Incorporation of the District was recorded of record with the Judge of Probate for Montgomery County, Alabama, in Corporate Book 264 at Page 929, on June 21, 2006.

III

The Certificate of Incorporation is hereby amended by deleting Section 5 in its entirety and substituting the following in lieu thereof:

“(5) The projects of the Corporation shall consist of the acquisition, construction, equipping, and renovation of public school buildings and related facilities for use by the Montgomery County Board of Education (the “Board of Education”). The projects are to be located in the County and may be within or without any incorporated city or town in the County. The Corporation shall act as a conduit issuer and the management of specific projects of the Corporation shall be agreed upon in writing by the City, County, and Board of Education.”

IV

The Certificate of Incorporation is hereby amended by deleting Section 6 in its entirety and substituting the following in lieu thereof:

“(6) The primary purpose of the Corporation, at this phase, is to facilitate securing funding to finance certain public education capital improvements located, or to be located, at the Montgomery Mall (the “Mall”) and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the “Public Education Project”), to employ such counsel and investment banking firms, and to take any other actions as necessary to secure said funding.”

V

The Certificate of Incorporation is hereby amended by deleting Section 9 in its entirety and substituting the following in lieu thereof:

“(9) The Board of Directors of the Corporation shall consist of five (5) directors which shall be jointly elected by the City Council of the City of Montgomery and the Montgomery County Commission.”

VI

The Certificate of Incorporation is hereby amended by deleting Section 10 in its entirety and substituting the following in lieu thereof:

“(10) The Board of Directors shall elect officers to include a chair, vice-chair, and secretary/treasurer.”

VII

This First Amendment to the Certificate of Incorporation reflected herein was adopted and approved by the Board of Directors of the District by resolution dated February __, 2015.

VIII

All other provisions of the Certificate of Incorporation of the District shall remain in effect and are ratified and reaffirmed hereby.

DATED: _____, 2015.

**THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT**

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

THIS INSTRUMENT PREPARED BY:

Clinton D. Graves, Esquire
Gilpin Givhan, PC
2660 EastChase Lane, Suite 300
Montgomery, Alabama 36117
(334) 244-1111 Fax (334) 244-1969

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ____ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ____ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____



GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

January 29, 2015

Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

**Re: Resolution Approving Project Funding and Cooperation Agreement
Relating to the Public Education Project
Our File No. 3754.1002**

Dear Donnie:

The Montgomery County Commission (the "Commission") is working with the City of Montgomery, Alabama (the "City") and the Montgomery County Board of Education (the "BOE") to finance certain public education capital improvements, which are referred to in the attached resolution as the Public Education Project.

The attached resolution provides for the authorization and approval of the County to enter into a Project Funding and Cooperation Agreement between the County, the City, and the BOE with respect to the Public Education Project, a copy of which is attached to the resolution as Exhibit "A." The Project Funding and Cooperation Agreement sets forth the agreements and obligations between the County, the City, and the BOE to finance the Public Education Project. The proposed structure for the financing of the Public Education Project is to provide for The Montgomery County Public Education Cooperative District to issue its bonds, the debt service on which would be secured by the County and City's obligations under the Project Funding and Cooperation Agreement and respective funding agreements by the County and City. The BOE has agreed to fund its obligations under the Project Funding and Cooperation Agreement in cash outside of the proposed bond issue.

The attached resolution is being introduced to the Commission for the first time and we are asking that the Commission provide for the inclusion of this resolution on its agenda for the next regularly scheduled Commission meeting to be held on February 17, 2015.

7-1

GILPIN GIVHAN

Mr. Donald L. Mims
January 29, 2015
Page 2

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC

A handwritten signature in cursive script, appearing to read "Clinton D. Graves".

Clinton D. Graves

CDG:bsh
Enclosure

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 3, inclusive, constitute (except for the exhibits referred to therein) a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on February __, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this ____ day of _____, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

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

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

a. The County and the City of Montgomery, Alabama (the "City") are working with the Montgomery County Board of Education (the "BOE") to provide for the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project");

b. Each of the City and County desire to fund a portion of the capital costs for the acquisition, construction, and renovation of the Public Education Project, and each is willing to fund a portion of the capital expenditures of the Public Education Project;

c. The Commission deems it in the best interests of the County to authorize it's portion of the financing of the Public Education Project as provided for in the Project Funding and Cooperation Agreement with the City and BOE, in the form attached hereto and made a part hereof as Exhibit "A";

d. In order to memorialize their understandings and agreements relating to the selection, acquisition, construction, and renovation of the Public Education Project; the funding of the Public Education Project; and the procedures and methodologies to be used for disbursements of funds for such purposes, the Commission has determined that it is in the best public interest to enter into the Project Funding and Cooperation Agreement;

e. The Commission desires to authorize and approve the County's execution and delivery of the Project Funding and Cooperation Agreement.

Section 2. The Commission hereby approves and authorizes the use and expenditure of public funds in the form of the County's obligations as set forth in the Project Funding and Cooperation Agreement to provide its portion of the funding of the Public Education Project.

Section 3. The Project Funding and Cooperation Agreement is hereby adopted and approved, and the County is hereby authorized and empowered to enter into, execute, deliver, and perform under such Project Funding and Cooperation Agreement.

Section 4. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, the Project Funding and Cooperation Agreement, and is further authorized and empowered to execute and deliver such other

agreements, documents, letters, and writings as are necessary or proper in order for the County to perform its obligations set forth in the Project Funding and Cooperation Agreement and required to effectuate the intent of this Resolution.

ADOPTED this 17th day of February, 2015.

Elton N. Dean, Sr., Chairman
Montgomery County Commission

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"

[PROJECT FUNDING AND COOPERATION AGREEMENT]

PROJECT FUNDING AND COOPERATION AGREEMENT

THIS PROJECT FUNDING AND COOPERATION AGREEMENT (the "Agreement") is hereby made and entered into as of the ____ day of _____, 20____, by and among the **CITY OF MONTGOMERY**, an Alabama municipal corporation ("City"), the **BOARD OF EDUCATION OF MONTGOMERY COUNTY**, a public instrumentality organized under the laws of the State of Alabama (herein referred to as the "BOE"), and the **MONTGOMERY COUNTY COMMISSION**, an Alabama political subdivision ("County").

WITNESSETH:

WHEREAS, the BOE desires to acquire, construct, and renovate certain buildings and other improvements located, or to be located, at the Montgomery Mall (the "Mall") and the existing school owned and operated by the Board and known as Park Crossing High School (the "Existing School"), all of which are to be used as school facilities needed for the Montgomery County Public School System (herein referred to as the "System");

WHEREAS, the System, the City, and the County desire to fund the facilities to be located at the Mall which shall include, but without limitation, the Projects, as defined in Section 1.2 of this Agreement;

WHEREAS, the City is permitted to finance the Projects, serving the citizens of the City;

WHEREAS, the County is permitted to finance the Projects;

WHEREAS, to the extent permitted by law, each of the City and County affirms their desire to fund a portion of the capital costs for the acquisition, construction, and renovation of the Projects, and each is willing to fund a portion of the capital expenditures of the Projects identified herein, or portions thereof, on the terms and conditions herein contained;

WHEREAS, in order to induce the City and County to fund such Projects as hereafter set forth, BOE is willing to perform the duties and responsibilities set forth herein on the terms and conditions herein contained;

WHEREAS, the City and County are expected to fund \$27,000,000.00 of the Project Costs, and the BOE desires to fund any Project Costs in excess of \$27,000,000.00; and,

WHEREAS, each of the parties hereto desires to memorialize their understandings and agreements relating to the selection, acquisition, construction, and renovation of the Projects; the

funding of the Projects (as defined below); and the procedures and methodologies to be used for disbursements of funds for such purposes.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City, County and BOE, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS; PROJECTS; REPRESENTATIONS AND WARRANTIES

1.1 Definitions. The following capitalized and quoted terms when used herein shall have the meanings set forth below unless a different meaning is clear from the context in which such term is used.

“BOE” shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to BOE’s functions.

“BOE Contribution” shall mean any Project Costs in excess of \$27,000,000.00 and is estimated to be approximately \$6,000,000.00.

“BOE Representative” shall mean and refer to the Superintendent or interim superintendent of the BOE serving from time to time.

“Capital Expenditure” shall mean and refer to any cost of a type that is properly chargeable to a capital account (or would be so chargeable to a capital account with a proper election) under applicable general federal income tax principles.

“City” shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to its functions.

“City and County Contribution” shall mean the sum of \$27,000,000.00.

“City Contribution” shall mean the amount of the City and County Contribution to be provided by the City as set forth in the Joint City and County Funding Agreement.

“City Contribution Percentage” shall mean the ratio of the City Contribution to the City and County Contribution.

“City Representative” shall mean and refer to the Mayor of the City serving from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations from time to time promulgated thereunder applicable to the Projects or to the City Obligations or the County Obligations.

“County” shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to its functions.

“County Contribution” shall mean the amount of the City and County Contribution to be provided by the County as set forth in the Joint City and County Funding Agreement.

“County Contribution Percentage” shall mean the ratio of the County Contribution to the City and County Contribution.

“County Representative” shall mean and refer to the Chairman and Vice Chairman of the Montgomery County Commission serving from time to time (or either of them acting separately and alone).

“Joint City and County Funding Agreement” shall mean that funding agreement between the City and County setting forth the ratio by which the City and County shall be obligated to fund the City and County Contribution.

“Net Proceeds” shall mean and refer to the sum of the City and the County Contribution and the BOE Contribution.

“Person” shall include any individual, corporation, partnership (whether general, limited or limited liability), joint venture, limited liability company, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

“Project Costs” shall mean and refer to the Capital Expenditures relating to the acquisition, construction, and renovation of the Projects, and includes, but is not limited to, the costs and expenses incurred in connection with the planning, development and/or design of the Projects, equipping the Projects including any costs for fixtures, furniture, equipment and other installations thereto, moving costs and other related costs, escrow agent fees, real estate brokerage costs, and any rebate or yield reduction payments required or permitted under Code Section 148(f) arising from the investment of the Net Proceeds.

“Superintendent” shall mean the superintendent or interim superintendent for the System as employed from time to time by the BOE.

1.2 Description of Projects. The parties hereto hereby agree and identify those schoolhouse and educational facilities projects listed on **Exhibit “A”** attached hereto as the projects to be undertaken and funded, in whole or in part, on the terms and subject to the conditions contained in this Agreement. The parties hereto hereby further agree that the selection of projects to be undertaken and funded under this Agreement may be amended from time to time hereafter in a writing or writings signed by each of the City Representative, the County Representative and the BOE Representative, with such writing stating its amendatory effect as to the description of the projects contained herein (the projects identified in said Exhibit “A” as amended from time to time is referred to herein as the “Projects”).

1.3 Representations and Warranties of the BOE. The BOE makes the following representations, warranties and findings:

(a) The BOE is duly organized and validly existing as a public instrumentality under the laws of the State of Alabama and has duly authorized by all necessary action its execution, delivery and performance of this Agreement, with such action having been taken at an open meeting held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of the BOE, enforceable against BOE in accordance with its terms. Neither the execution and delivery of this Agreement, nor the performance hereof, by BOE requires any consent of, filing with, approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for (i) such consents, filings, approvals, hearings or notices which have been made or obtained, and (ii) zoning, building codes, plat approvals, and any and all other development, construction and occupancy approvals that may be required from the City or any other governmental authorities having jurisdiction with respect to the Projects.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by BOE violates, constitutes a default under or a breach of (i) any of BOE’s organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which BOE is a party or to which the BOE or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to BOE or any of its assets.

(d) There is not now pending or, to the knowledge of BOE, threatened, any litigation affecting the BOE which questions (i) the validity or the organization of BOE, (ii) the

members, titles or positions of the members of the governing body of BOE or the manner in which the officers of BOE are elected or selected, or (iii) the subject matter of this Agreement.

(e) The BOE has available cash or cash equivalents in an amount at least equal to the BOE Contribution.

1.4 Representations and Warranties of City.

(a) The City is duly organized and validly existing as a municipal body corporate and politic under the laws of the State of Alabama and has duly authorized by all necessary action the City's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of City, enforceable against City in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by City requires any consent of, filing with or approval of, notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, approvals or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City violates, constitutes a default under or a breach of (i) the City's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which City is a party or to which the City or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets.

(d) There is not now pending or, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or the organization of the City, (ii) the members, titles or positions of the members of the governing body of City or the manner in which the officers of the City are elected or selected, or (iii) the subject matter of this Agreement.

(e) The City has the financial capacity to satisfy its obligations to fund the City's share of the City and County Contribution.

1.5 Representations and Warranties of the County.

(a) The County is duly organized and validly existing as a political subdivision under the laws of the State of Alabama and has duly authorized by all necessary action the County's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of County, enforceable against County in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by County requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filing, approvals, hearings, or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by County violates, constitutes a default under or a breach of (i) the County's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which County is a party or to which the County or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the County or any of its assets.

(d) There is not now pending or, to the knowledge of the County, threatened, any litigation affecting the County which questions (i) the validity or the organization of the County, (ii) the members, titles or positions of the members of the governing body of County or the manner in which the officers of the County are elected or selected, or (iii) the subject matter of this Agreement.

(e) The County has the financial capacity to satisfy its obligations to fund the County's share of the City and County Contribution.

**ARTICLE II
MANAGEMENT, DUTIES AND RESPONSIBILITIES**

2.1 Duties and Responsibilities of the BOE.

(a) The parties hereto agree that the appointment of BOE as their manager with respect to the acquisition, construction, and renovation of the Projects as hereunder provided is wise, necessary and expedient as the acquisition, construction, repair and renovation of the Projects are peculiarly within the purview and experience of BOE. Accordingly, the parties hereto do hereby appoint BOE as their manager for the Projects on the terms, conditions

and limitations herein contained with the limited authority and responsibilities set forth herein. BOE does hereby accept such appointment to act as such manager for the Projects with such duties, responsibilities and authority as set forth herein. In such capacity, and in addition to all other rights, duties, responsibilities and authority provided herein, but subject to the availability of the funds for payment of Project Costs. BOE shall have the following duties, authority, and responsibilities as to the acquisition, construction, and renovation of the Projects, which BOE does hereby accept, agree and covenant to perform:

(i) To provide funding for the Projects in an amount at least equal to the BOE Contribution;

(ii) To cause to be prepared all plans and specifications for the construction or renovation of the Projects (herein the "Project Plans and Specifications"), which Project Plans and Specifications shall be provided to the City Representative and County Representative upon their request for their review and comment (but not approval) prior to bidding. In no event shall any such review or comment constitute an approval of the Project's conformity to any applicable building codes or satisfy any inspection or permitting approvals or requirements of the City or County that are normal or incident to any new construction, renovations of buildings and other improvements in the City or County, which such inspection and approval processes shall proceed in normal course;

(iii) To prepare all other documents and submissions required for bidding the construction or renovation of the Projects and to conduct the bidding process with respect to each of the Projects in accordance with and in compliance with all applicable competitive bids and other applicable public works laws of the State of Alabama;

(iv) To act as bidding agent and to select the lowest responsible bidder for the construction or renovation of each of the Projects or portions thereof subject to bid (such selected bidders are herein referred to as the "Contractors") as required by applicable law.

(v) To prepare and submit to the City Representative and County Representative a schedule and timetable for the acquisition, construction and renovation of the Projects, which shall detail the order in which such Projects are to be undertaken;

(vi) To prepare and submit to the City Representative and County Representative a proposed draw schedule for each of the Projects based on the Contractors selected for each such Project;

(vii) To obtain or cause to be obtained in normal course all necessary approvals, licenses, permits or entitlements for the acquisition, construction, and renovation of the Projects from all applicable governmental entities, agencies or authorities;

(viii) To cause to be prepared acquisition and construction contracts for the acquisition, construction, and renovation of the Projects in accordance with applicable competitive bid laws and other applicable public works laws of the State of Alabama and in accordance with the Plans and Specifications and in conformity with the bid documents;

(ix) To cause each Contractor for a Project to post such performance bonds and labor and materialmen's payment bonds issued by a company that is rated A-VII or better by A.M. Best & Company and that is duly licensed to issue such bonds in the State of Alabama in amounts no less than the amounts required by law and otherwise in amounts required by the BOE and containing all provisions required by applicable law, naming City, County, and BOE as dual obligee of the bonds. The original payment and performance bonds shall be held in trust by BOE (with a copy to the City and County) and shall be provided prior to the commencement of any work under any acquisition or construction contracts for the Project in question. In the event that any Contractor for any Project defaults in the performance of its construction contract, BOE shall promptly inform the City Representative and County Representative by written notice of such default, and BOE agrees to take appropriate and prompt action to enforce said bonds or otherwise cause the work to be completed as expeditiously as possible under the circumstances;

(x) To select the architect, engineers and other design professionals for the design and engineering of the Projects when such selection is not subject to competitive bid requirements under applicable Alabama law;

(xi) To cause commercially reasonable efforts to be used by Contractors to complete each of the Projects in an orderly and expeditious manner, subject only to delays and events beyond the reasonable control of the BOE, the Contractors or others engaged in the construction or renovation of the Projects such as, but not limited to, acts of God, earthquake, fire, explosions, war,

civil insurrection, acts of the public enemy, acts of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornados, severe storms or utility disruptions, strikes, lockouts, major equipment failure or the failure of any suppliers to perform their respective obligations.

(b) All acquisition, construction, and renovation activities regarding the Projects shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of all applicable governmental authorities having jurisdiction over the Projects in question, including, without limitation, all applicable licenses, permits, buildings codes, restrictive covenants, zoning and subdivision regulations and ordinances and flood, disaster and environmental protection laws. BOE shall cause each architect, general contractor, subcontractor, contractor or other business performing any work in connection with the construction, renovation or repair of the Projects to obtain all necessary permits, licenses, approvals and entitlements necessary or required for the construction, repair or renovation of the same.

(c) BOE shall execute and deliver in its own name and be liable for all acquisition, construction, renovation or other agreements or contracts relating to the Projects for the construction, acquisition, or renovation of the same subject to the payment of Project Costs therefor through the sources of funding, referenced herein.

(d) BOE shall have the authority and power to manage and direct the construction activities for each of the Projects in accordance with the terms of the construction contracts therefor and may engage consultants and others to assist in the management of the construction activities. If any vendor, contractor or subcontractor shall default on any contract or purchase order in connection with the construction, acquisition, renovation or repair of any Project, BOE shall pursue all available remedies against such defaulting vendor, contractor or subcontractor. BOE, at its cost and expense, shall take any and all actions (including, but not limited to, the commencement of any necessary legal action against a Contractor or otherwise) related to the construction, acquisition or renovation of the Projects, except that no legal action may be commenced in the name of the City or County without the prior approval of the governing body of the City or County, as the case may be, which approval may be withheld or conditioned in their sole discretion.

(e) BOE shall comply in all material respects with, and shall exert commercially reasonable efforts to cause each Contractor and others performing any work or providing any material for a Project to comply with, all federal, state, local or other statutes, ordinances, judgments, rulings and regulations relating to immigration or environmental pollution or environmental regulation or control and shall cause each of the sites selected for Projects and each of the Projects to be operated and maintained in accordance with all such applicable statutes, ordinances, judgments, orders, rulings and regulations.

(f) Nothing herein contained shall grant BOE any authority to bind the City or County in any way. Any instrument, agreement or contract entered into by BOE pursuant to authority granted hereunder shall not constitute a liability or obligation of the City or the County, as their sole obligations hereunder and with respect to the Projects shall consist of the funding of the City Net Proceeds and County Net Proceeds, and the City and County shall have no further obligation therefor.

(g) BOE shall keep and maintain complete books and records (including copies of all acquisition, construction, and renovation contracts and subcontracts and copies of all Requests for Payment and all documentation relating thereto) for each of the Projects and their respective acquisition, construction, and renovation for a period of five (5) years following the completion of such acquisition, construction, or renovation. In addition to the documentation to be provided under the Escrow Agreement, BOE shall promptly provide to the City and County copies of all agreements (including exhibits and appendices thereto) executed by BOE for Projects which are in any way to be paid from monies on deposit in the City Project Account or County Project Account. Each of the City and County and their respective auditors, agents and other designees shall have access at all reasonable times after notice to review, inspect, audit, examine, copy and reproduce such books and records, and BOE shall not destroy any of such books and records prior to the expiration of said five-year period without thirty (30) days prior written notice to the City and County.

ARTICLE III PLAN OF FINANCE; FUNDING; DISBURSEMENTS AND OWNERSHIP

3.1 Plan of Finance. The parties hereto agree that, in order to fund a portion of the Project Costs for the Projects, the City and County will on or before May 1, 2015, issue their respective debt obligations to fund the City and County Contribution. The City and County Contribution shall be deposited in separate project accounts to be held, administered and disbursed to BOE for its payment of Project Costs in accordance with the terms hereof and under the terms and conditions set forth in the Escrow Agreement attached hereto as **Exhibit "B"** (herein referred to as the "Escrow Agreement"). Each of the parties hereto shall execute and deliver the Escrow Agreement in the form attached hereto with such changes as are mutually agreed to by the City, County, and the BOE, with each party's respective signature thereon conclusively establishing such approval. The BOE Contribution and the City and County Contribution shall be held and maintained in separate segregated accounts for each of the City and County as set forth in the Escrow Agreement (herein referred to as the "Project Accounts"). The City's share of the City and County Contribution shall be held in a subaccount for the City (the "City Project Account") and the investment earnings earned thereon following such deposit in such Project Account shall be invested at the direction of the City, and the County's share of

the City and County Contribution shall be held in a subaccount for the County (the "County Project Account") and the investment earnings earned thereon following such deposit in such Project Account shall be invested at the direction of the County. In no event shall the deposit and placement of the various parties' contributions be deemed to create in or provide to Escrow Agent or any other party any right, title, entitlement or interest (as collateral security or otherwise) in or to said funds or the investments thereof except as and to the extent expressly provided herein or in the Escrow Agreement.

3.2 Funding Obligations.

(a) Joint Funding. The City and the County, jointly and severally, agree to, on or before April 1, 2015, fund the City and County Contribution to the Escrow Account.

(b) City Obligations. The City Contribution will be in the amount as agreed upon in the Joint City and County Funding Agreement (herein referred to as the "City Obligations"). The monies on deposit in the City Project Account shall not be commingled with other funds and shall be disbursed as set forth in the Escrow Agreement for the purposes herein stated.

In all events, the City shall direct the investment of the amounts on deposit from time to time in the City Project Account, and shall have no liability to BOE, County or anyone else for the earnings or losses derived with respect to the investment of monies on deposit in the City Project Account. Except as set forth in Section 7.17, once the City's share of the City and County Contribution has been deposited in the City Project Account, the City shall have no further liability, responsibility or obligation to pay any other amount for Projects Costs. Any amount remaining on deposit in the City Project Account after the acquisition, construction, and renovation of all the Projects are complete (and all related Project Costs are paid therefor) shall be returned to the City for such use as City shall determine. The City may, from time to time, in its sole discretion, refund or refinance any debt incurred as part of the City Obligations.

(c) County Obligations. The County will issue its \$27,000,000.00 principal amount Series 2014 Warrants (the "County Obligations"), and subject to the terms and on the conditions herein contained (including the satisfaction of the conditions precedent set forth in Section 5.3 hereof) and so long as no Event of Default has occurred and is continuing hereunder, the County shall deposit the City Contribution as the City's share of the City and County Contribution and the County Contribution as the County's share of the City and County Contribution in the respective City and County Project Accounts and apply and cause to be applied the funds in such Project Accounts (including any investment earnings thereon following the deposit in the County Project Account) to the payment of the Project Costs in accordance with the Escrow Agreement and this Agreement. The monies on deposit in the County Project

Account shall not be commingled with other funds and shall be disbursed as set forth in the Escrow Agreement for the purposes herein stated.

In all events, the County shall direct investment of amounts on deposit from time to time in the County Project Account, and shall have no liability to BOE, City or anyone else for the earnings or losses derived with respect to the investment of monies on deposit in the County Project Account. Except as set forth in Section 7.17, once the County's share of the City and County Contribution has been deposited in the County Project Account, the County shall have no further liability, responsibility or obligation to pay any other amount for Project Costs. Any amount remaining on deposit in the County Project Account after the acquisition, construction and renovation of all the Projects are complete (and after such Project Costs are paid therefor) shall be returned to the County for such use as the County shall determine. The County may, from time to time in its sole discretion, refund the County Obligations.

(d) BOE Obligations. In addition to its duties and obligations hereunder, BOE covenants and agrees to contribute or to cause an amount not less than the BOE Contribution to be paid for the construction, acquisition, and renovation of the Projects. The BOE shall contribute its funds on a pro-rata basis with the funds from the City Project Account and County Project Account, such prorated amount to be determined based on the relative amounts available from each of the BOE, the City and County for Project Costs as compared to the total amounts contributed for the City, County and BOE; provided, however, the BOE may be required to pre-fund the acquisition of the Property. If the BOE pre-funds the acquisition of the Property, then the BOE shall be entitled to reimbursement from out of the City Project Account and the County Project Account, to bring the contribution of the BOE to the BOE's proportionate amount described in this Section.

3.3 Payment Procedure: Disbursements. Except for the Project Costs to be paid from each of the parties hereto which shall be prorated between BOE, City and County as set forth in Section 3.2(d) above, funds shall be transferred from the City Project Account and County Project Account, pro-rata based on the City Contribution Percentage of such Project Costs being allocated to the City and the County Contribution Percentage of such Project Costs being allocated to the County; provided, however, in the event the funds in either Project Account have been fully disbursed prior to disbursement of all the funds in the other Project Account (whether due to a difference in the interest rates or other income earned on either Project Account or for any other reason whatsoever), then in such event all future disbursements of Project Costs shall be made from the remaining Project Account until all the funds in said Project Account have been fully disbursed. Furthermore, the disbursements shall only be made from such Project Accounts upon compliance by the BOE with the requirements for disbursements set forth in the Escrow Agreement.

3.4. Ownership of Projects. All property (real, personal or mixed) acquired or constructed, in whole or in part, pursuant to this Agreement, shall be owned by the BOE.

ARTICLE IV OBLIGATIONS; INSURANCE

4.1 Obligations. Notwithstanding anything to the contrary provided in this Agreement or the Escrow Agreement for the Projects, or any other instruments or agreements executed or to be executed in connection with the transactions contemplated herein, it is understood and agreed that (a) the City shall be solely responsible for the payment and performance of the City Obligations, and neither the County nor the BOE shall have any obligations or liabilities with respect thereto; (b) the County shall be solely responsible for the payment and performance of the County Obligations, and neither the City nor the BOE shall have any obligations or liabilities with respect thereto; and (c) the BOE shall be solely responsible for funding the BOE contribution and its obligations hereunder, and neither the City nor County shall have any obligations or liabilities with respect thereto. The parties hereto agree and acknowledge that BOE is solely responsible for the design, acquisition, construction and renovation of the Projects, and neither the City nor the County under this Agreement or otherwise, shall be deemed to have represented, warranted or otherwise be liable in any manner for any of the construction, design, engineering or renovations of the Projects or the suitability thereof nor have any liability resulting from the use or operation by the BOE. It is hereby agreed and acknowledged by all parties hereto that the City and the County are solely providing the funding for the acquisition, construction and renovation of the Projects to the extent of their portions of the Net Proceeds and investment earnings thereon and that the transactions described herein are solely for the purpose of facilitating the financing. Neither the City nor the County has or will have any express or implied obligations, responsibility or liability relating to the suitability of the construction, design, engineering, architecture, safety, use or operation of the Projects, which is all being conducted and controlled by the BOE. To the fullest extent allowed by law, BOE does hereby release and forever discharge the City and the County from any and all liability relating to the construction, renovation, design, engineering, use or operation of the Projects.

4.2 Insurance Required.

(a) During the construction and renovation of the Projects, BOE shall obtain and maintain the following coverages: (i) an "All Risks" Property Insurance Policy issued by the State of Alabama Insurance Fund, Risk Management Division, covering the buildings and improvements on the Projects in an amount equal to the replacement value thereof, subject to the terms and limitations of the policy, exclusive of foundations, slabs, parking lots and other site improvements, naming the BOE as the insured and loss payee and, if available, the City and County as additional named insureds, as their interest may appear; provided, however, that all

losses thereunder shall be adjusted by and paid to BOE; and (ii) a General Liability and Errors and Omissions Liability Fund Coverage Agreement issued by Alabama Trust for Boards of Education ("ATBE") (or by another duly authorized self-insured risk management cooperative or duly licensed insurance company, in the event the BOE ceases to obtain said coverage from ATBE), covering the BOE in the amount of \$1,000,000.00 for each claim made and \$2,000,000.00 aggregate for general liability and for errors and omissions. The BOE shall provide the City and County copies of declaration pages evidencing that said coverages are in effect and, if requested by the City or County and if available, certificates evidencing such coverages.

(b) In addition to the coverages to be provided by the BOE as provided above, the BOE agrees that, during the construction and renovation of the Projects, the BOE shall cause each Contractor to obtain and maintain workmen's compensation insurance in an amount no less than the statutory minimums and "All Risk Builder's Risk Insurance" in an amount equal to the full replacement value of the work provided by said Contractor naming the Contractor, BOE and City and County as named insureds or additional named insureds, as their interests may appear; provided, however, that the BOE shall be loss payee and all losses shall be adjusted by and paid to the BOE (or the BOE and Contractor, as their interests may appear). Certificates of insurance showing that such coverage is irrevocably bound in favor of the BOE and City and County shall be provided to the BOE and City by the Contractor prior to the commencement of any work on the Project in question. Such insurance policies shall provide that such insurance coverage may not be cancelled, modified or terminated without at least thirty (30) days prior written notice to the City, County, and BOE. Such "All Risk Builder's Risk Insurance" shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal. In addition, during the construction, renovation or repair of the Project, BOE shall cause each Contractor to obtain and maintain general liability insurance coverage covering bodily and personal injury to persons (including death) and damage to property in the minimum amount of \$1,000,000.00 for each claim, \$2,000,000.00 aggregate and \$1,000,000.00 umbrella policy, or such greater amounts as may be required by the BOE, written by such insurance companies licensed in the State of Alabama as the BOE may approve, naming the BOE, County and the City as additional named insureds thereunder. Such insurance policies shall provide that the coverage shall not be modified, terminated or cancelled without at least thirty (30) days prior written notice to the BOE, City and County. Certificates from each such Contractor evidencing such insurance as irrevocably bound in favor of the City and County shall be provided to both the City and County prior to commencement of any work on the Project in question.

ARTICLE V CONDITIONS PRECEDENT

5.1 Conditions Precedent to City's Obligations. Anything in this Agreement to the contrary notwithstanding, the City shall not be obligated to undertake any action hereunder until the City shall receive from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

5.2 Conditions Precedent to BOE's Obligations. Anything in this Agreement to the contrary notwithstanding, the BOE shall not be obligated to undertake any action hereunder until the BOE shall have received from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

5.3 Conditions Precedent to County's Obligations. Anything in this Agreement to the contrary notwithstanding, County shall not be obligated to undertake any action hereunder until the County shall receive from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

ARTICLE VI EVENTS OF DEFAULT

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

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

Event of Default if a governmental successor assumes the BOE's duties under applicable laws and this Agreement within _____() days after the expiration of the applicable cure period for such default by the BOE; or

(ii) the System or any Project hereunder shall no longer be operated or governed by the BOE or its governmental successor who shall have assumed its duties under applicable laws and this Agreement; or

(iii) the failure by the BOE to perform or observe any of its agreement or covenants contained in this Agreement (other than an agreement or covenant a default and the performance of a breach which is elsewhere in this Section specifically dealt with), which failure shall have continued for a period of sixty (60) calendar days after written notice specifying, in reasonable detail, the nature of such failure and requiring BOE to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to BOE by the City or County, unless (a) the City or County Representatives agree in writing to an extension of such period prior to its expiration with BOE, or (b) during such sixty (60) day period or any extension thereof, BOE has commenced and is diligently pursuing appropriate corrective action, or (c) BOE is, by reason of force majeure at the time, prevented from performing or observing the agreement or covenant with respect to which it is delinquent, or (d) if a governmental successor of the BOE assumes the BOE's duties under applicable laws and this Agreement within _____() days after the expiration of the applicable cure period for such failure.

If an Event of Default exists, the City or the County, or both, may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of BOE herein contained or in aid of the exercise of any power or remedy granted to the City or the County under this Agreement or at law or in equity and the City and County may cease any further disbursements under the Escrow Agreement by written direction to the Escrow Agent until the cure of such Event of Default to the satisfaction of each of the City and County.

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

ARTICLE VII MISCELLANEOUS

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

7.2 Entire Agreement. This Agreement, including any and all exhibits and appendices hereto, contains the entire agreement of the parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole or in part, unless such later agreement is in writing and is signed by all parties hereto.

7.3 Counterparts. This Agreement, and all other agreements and other documents executed in connection with this transaction or any modifications thereof or amendments thereto, may be executed in any number of counterparts that may be delivered by facsimile or email, all of which shall be deemed an original for all purposes and shall constitute one agreement binding on the parties to this Agreement or any other agreement and other documents executed in connection with this transaction or any modifications thereof or amendments thereto.

7.4 Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

7.5 Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of a party to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, sent by overnight courier, or transmitted by telecopy or email (provided that a written copy of such telecopied or emailed notice is also sent by one of the methods specified herein within one (1) business day thereafter) addressed as follows:

(1) If to BOE: The Board of Education of Montgomery County
Attn: Chairman
307 S. Decatur Street
Montgomery, Alabama 36104
Fax: (334) _____
Email: _____

With a copy to: Superintendent of Education
307 S. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: margaret.allen@mps.k12.al.us

(2) If to City: City of Montgomery
Attn: Mayor
103 N. Perry Street, Room 200
Montgomery, Alabama 36104
Fax: (334) 241-2266
Email: _____

(3) If to County: Montgomery County Commission
Attn: Chairman
100 S. Lawrence Street
Montgomery, Alabama 36104
Fax: (334) 832-2533
Email: _____

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, two (2) business days after the date deposited in the mail, if mailed, the next business day, if sent by overnight courier, or the date of transmission if delivered by telecopy or email. Each party shall have the right to change its notice address by a like notice to the other parties' address as provided herein.

7.6 No Waiver. No consent or waiver, express or implied, by any party hereto to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default of performance of such other party of the same or any other obligations of such party hereunder. Failure on a part of any party to complain of any act or failure to act of another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such

party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

7.7 Remedies. Whenever any party hereto shall default in the performance of its obligations under this Agreement, the other parties hereto may take whatever legal action (including, but not limited to, actions for damages or actions for specific performance, injunctions or mandamus) that it shall deem necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law. The parties hereto recognize, and will not object to, an action for specific performance, injunctions or mandamus.

7.8 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between any of the parties hereto their respective permitted successors and assigns.

7.9 Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not form a part hereof nor be deemed to limit the provisions hereof.

7.10 No Third-Party Beneficiaries. Notwithstanding anything contained herein to the contrary, this Agreement and its provisions are intended only for the benefit of the parties executing this Agreement and their respective permitted successors and assigns, if any, and neither this Agreement nor any of the rights, interests, duties or obligations hereunder is intended for the benefit of any other person or third-party. No third-party shall have any rights as a third-party beneficiary of this Agreement.

7.11 Further Assurances. Each of the parties hereto agrees to take such actions and to execute and deliver such documents and instruments as are necessary or required in order to more fully effectuate the terms of this Agreement, provided that such agreement to take actions and execute documents and instruments imposes no obligation to execute and deliver such instrument or document which increases the obligations, duties, responsibilities or liabilities or reduces the rights or remedies of the party hereto so executing the document from those duties, responsibilities, obligations, liabilities, rights and remedies set forth in this Agreement, without express reference therein to the increase in such duties, obligations, responsibilities or liabilities or the reduction in such rights or remedies by that party and approval thereof as evidenced by such party's signature thereon. The parties hereto further agree to reasonably cooperate in order to effectuate the intent of this Agreement.

7.12 Approval by Superintendent. By the Superintendent's signature for approval set forth below, this Agreement shall be deemed approved by the Superintendent of the BOE for all

purposes and in all respects under applicable law and shall constitute a representation and warranty that this Agreement has been recommended for execution, delivery and performance by the Superintendent.

7.13 Meaning of Terms. All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed. The terms "herein," "hereof" and "hereunder" and other words of similar import referred to this agreement as a whole and not to any particular Article, section or other subdivision.

7.14 Date of Agreement. The date of this Agreement is intended and as for a date for the convenience of identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on said date.

7.15 Deficiency. The parties hereto agree and acknowledge that the obligations of the City and County hereunder are limited to their respective portions of the Net Proceeds and any income and earnings that may be earned thereon while held under the Escrow Agreement. Accordingly, if the total costs of acquiring, constructing and renovating the Projects or any Project exceeds the amount of the Net Proceeds and such net investment earnings thereon held from time to time in the Project Accounts under the Escrow Fund, BOE shall bear the amount of such Project Costs in excess of such amounts in the Escrow Fund, and neither the City nor the County shall have any liability or obligation, financial or otherwise, to contribute to such excess Project Costs.

7.16 Prior Agreements. This Agreement supersedes in its entirety any and all other agreements, verbal or written, concerning the payment of and the subject matters dealt with herein. In furtherance (but not in limitation) of the foregoing, the parties hereto hereby acknowledge and agree that the terms and provisions of this Agreement shall govern and control with respect to the subject matter hereof.

7.17 Expenses. In addition to any other contributions or obligations, the legal and other expenses for preparing this Agreement and the Escrow Agreement shall be paid by each party hereto in proportion to their expected contribution to the Projects.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, as representatives of the City, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"City"

City of Montgomery, Alabama

(SEAL)

Attest:

By: _____
Todd Strange, Mayor

By: _____
Brenda G. Blalock, City Clerk

IN WITNESS WHEREOF, the undersigned, as Superintendent and representatives of the BOE, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"BOE"

**The Board of Education of
Montgomery County, Alabama**

(SEAL)

By: _____
Margaret Allen, Superintendent of the Board of
Education of Montgomery County

IN WITNESS WHEREOF, the undersigned, as representatives of the County, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"COUNTY"

Montgomery County Commission

(SEAL)

Attest:

By: _____
Elton N. Dean, Chairman

By: _____
Donald L. Mims,
County Administrator

Exhibit "A"

Projects

LAMP to the Parisian Building. Program Budget \$11,000,000.00. Project to include LAMP educational requirements, athletic fields, new gym, and school will front McGhee Road.

MTEC to the JC Penney Building. Program Budget \$9,000,000.00. Project to include career academy center, miscellaneous classrooms and other office and support facilities as required.

Park Crossing Addition. Program Budget \$13,000,000.00. Project to include an educational pod addition similar to the two existing educational pods, an auxiliary gym, and additional parking as required.

Exhibit "B"

Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____, by and among _____, a national banking association ("Escrow Agent"), the **City of Montgomery**, a body corporate and politic under the laws of the State of Alabama ("City"), **Montgomery County Commission**, a public instrumentality organized and existing under the laws of the State of Alabama ("County"), and **The Board of Education of Montgomery County**, a public instrumentality organized under the laws of the State of Alabama ("BOE").

W I T N E S S E T H:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto recite and agree as follows:

ARTICLE 1 GENERAL

Section 1.01. City, County and BOE have entered into that certain Project, Funding and Cooperation Agreement dated as of even date herewith ("Project Agreement") for the acquisition, construction, and renovation of public schoolhouses and facilities therein described as Projects. Pursuant to the Project Agreement, each of the City and County have agreed to make the City and County Contribution (as defined therein) and to deposit or cause to be deposited their respective portions of the City and County Contribution into separate escrow accounts established with the Escrow Agent so that the funds and investments thereof may be distributed in the manner described in the Project Agreement and herein for the Project Costs of the Projects.

Section 1.02. The capitalized terms used but not defined herein shall have the meanings given to them in the Project Agreement.

Section 1.03. Upon the satisfaction of certain conditions precedent described in the Project Agreement, the City and County shall caused to be deposited with the Escrow Agent the City and County Contribution, respectively, with such funds to be respectively credited to the City Project Account and the County Project Account established in Article 2 hereof and used to pay Project Costs (as defined in the Project Agreement) and other amounts therein and herein set forth.

Section 1.04. Under the Project Agreement, BOE is responsible for the acquisition, construction, and renovation of each of the Projects and has agreed to take such actions and to execute and deliver such documents as required by the Project Agreement. The City and County agree that disbursements are to be made from the City Project Account and the County Project Account to the BOE (or, in the case of rebate or yield reduction payments, to the City or County) in the manner set forth herein.

Section 1.05. City and County agree to employ Escrow Agent to receive, hold, invest and disburse their respective moneys deposited hereunder, together with all interest accrued thereon, all as hereinafter provided; however, Escrow Agent shall not be obligated to assume or perform any obligation of City, County, or BOE under the Project Agreement by reason of anything contained in this Agreement.

Section 1.06. Each of the parties hereto has full power and authority to enter into this Agreement, and has taken all actions necessary to duly authorize the execution and delivery of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2

ESCROW FUND

Section 2.01. Escrow Agent shall establish special escrow accounts with respect to each of the City Contribution and the County Contribution. One escrow subaccount shall be designated the City of Montgomery Project Account (the "City Project Account") to hold the City Contribution, together with all interest accrued thereon, and the other separate escrow subaccount shall be designated the Montgomery County Project Account (the "County Project Account") to hold the County Contribution, together with all interest accrued thereon. Each of the City Project Account and the County Project Account shall be kept as separate accounts and shall be separate and apart from all other funds and monies held by the Escrow Agent and not co-mingled with any other account except that, following its receipt of a duly completed Payment Request Form, the Escrow Agent shall create a separate account into which the City Portion and County Portion (as defined below) of the costs reflected in the Payment Request Form are deposited in order to permit one check to be disbursed to the BOE (or to the City or County, in the case of rebate or yield reduction payments) for all Project Costs identified in said Payment Request Form and the attachments thereto. Each of the City Project Account and County Project Account shall be administered as provided in this Agreement. The City Project Account and County Project Account are each individually referred to as "Project Account" and are collectively herein referred to as the "Escrow Fund".

Section 2.02. Escrow Agent shall use the moneys in the Escrow Fund to pay the BOE for the Project Costs (or to the City or County for payment of any rebate or yield reduction payments of the City or County) in the manner hereinafter described, upon receipt of a payment request form as attached hereto as **Exhibit "A"** ("Payment Request Form"), executed on behalf of the City, County and BOE (or only the City or County, as the case may be, in the case of rebate or yield reduction payments), fully completed and accompanied by all supporting documents described therein. The BOE shall be permitted to make no more than three (3) draws per calendar month hereunder. For purpose of this Agreement such Payment Request Form is required to be signed on behalf of the City by either the Mayor or the Finance Director for the City, for the County by either the Chairman or Vice Chairman of the Montgomery County Commission or the County Administrator or the Deputy County Administrator, and for the BOE by either the Superintendent or the Chief School Financial Officer thereof. The moneys requested to be paid in the duly completed Payment Request Form shall be funded with ____ (____%) percent of the approved Project Costs being disbursed from the City Project Account ("City Portion") and ____ (____%) percent of the approved Project Costs to be disbursed from the County Project Account ("County Portion") except that the payment for

rebate or yield reduction payments shall come solely from the Project Account of the party hereto requesting such disbursement. Upon receipt of a fully completed and executed Payment Request Form from BOE, accompanied by all required documentation for payment of Project Costs other than rebate or yield reduction payments, an amount equal to the Project Costs as shown therein shall be paid directly to the BOE and shall be used by the BOE to pay the Project Costs specified therein; provided, however, in the event the funds in either Project Account have been fully disbursed prior to the disbursement of all of the funds in the other Project Account (whether due to a difference in the interest rate or other income earned on either Project Account or for any other reason whatsoever), then and in such event all future disbursements of Project Costs shall be made from the remaining Project Account until all of the funds in said Project Account have been fully disbursed. Any request for payment of rebate or yield reduction payments shall be made by the City or County and shall be payable to the City or County which is requesting the same. Upon receipt of a written notice from both the City and County that an Event of Default has occurred under the Project Agreement and is continuing beyond the expiration of any cure period hereunder and directing that no further disbursements be made from the Escrow Fund, Escrow Agent shall cease disbursing any funds pursuant to Payment Request Forms duly completed for costs incurred after that date unless and until said Event of Default has been cured; provided, however that Escrow Agent shall disburse funds from the Escrow Fund with respect to all Payment Request Forms duly completed by and received prior to the date of receipt of the written notice and expiration of any applicable cure period for Project Costs incurred prior to that date.

Section 2.03. Upon receipt of written notice from the City or County that an Event of Default has occurred under the Project Agreement and directing liquidation of the Escrow Fund, Escrow Agent shall send a copy of said written notice to BOE and BOE shall have a period of thirty (30) days after its actual receipt of said notice to either agree to such liquidation or to contest said Event of Default. In the event that BOE does not send a written notice contesting said Event of Default prior to the expiration of said 30-day period or upon receipt of a notice from BOE, City and County that they have mutually determined not to complete the acquisition or funding of the Projects in part or in whole, the Escrow Agent shall liquidate all investments then held in each of the City Project Account and County Project Account applicable to the Project or Projects that the Parties have agreed not to complete. In the event of such liquidation, the Escrow Agent shall transfer the proceeds thereof and all other moneys held in the City Project Account to the City and shall transfer the proceeds thereof and all other moneys held in the County Project Account to the County. In the event of any dispute between the BOE, City and County (or either of them), the Escrow Agent, at its option, shall either (a) continue to hold the Project Accounts pursuant to this Agreement without further disbursement until the final resolution of such dispute by either an agreement of the parties or a final non-appealable judgment entered by a court of competent jurisdiction, whereupon said Project Accounts shall be held, invested, distributed and/or liquidated in accordance with such final resolution, or (b) interplead said funds in accordance with Section 4.03 of this Agreement.

Section 2.04. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by

the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

ARTICLE 3

MONEYS IN ESCROW FUND; INVESTMENT

Section 3.01. The moneys and investments held by Escrow Agent under this Agreement in the respective Project Accounts are irrevocably held in trust for the benefit of City and County as to their respective Project Accounts, on the terms and conditions herein contained, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of City, County, BOE or Escrow Agent. City, County, BOE and Escrow Agent intend that the Escrow Fund constitute an escrow account in which BOE has no legal or equitable right, title or interest except and only to the extent as expressly provided in this Agreement or in the Project Agreement. Escrow Agent shall hold the Escrow Fund and the securities and monies held therein for the purposes herein set forth and shall dispose of the Escrow Fund only in accordance with the terms and conditions of this Escrow Agreement. Except for the lien provided in Section 4.02 hereof, which is not waived, Escrow Agent hereby waives any and all security interests or liens that Escrow Agent may now have or hereafter obtain in either Project Account or in the Escrow Fund as a whole under the applicable laws of the State of Alabama or otherwise.

Section 3.02. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent in Qualified Investments, as defined in Section 3.05 hereof on the terms contained herein and if not so invested shall be collateralized as SAFE Deposits under Chapter 14A of Title 41 of the Code of Alabama (1975), as amended. The monies held by the Escrow Agent in the City Project Account shall be invested and reinvested by Escrow Agent in accordance with the instructions of the City in such Qualified Investments and interest and other income earned thereon shall be deposited in and shall become a part of the City Project Account, and the monies held by the Escrow Agent in the County Project Account shall be invested and reinvested by Escrow Agent in Qualified Investments in accordance with the instructions of the County and interest and other income earned thereon shall be deposited in and shall become a part of the County Project Account. The investments in each such Project Account shall be registered in the name of the Escrow Agent and held for the benefit of the City or County, as the case may be. BOE shall be responsible for providing to the Escrow Agent and each of the City and County a timetable (and any amendments thereto) upon which projected disbursements will be needed from the Escrow Fund in sufficient time to permit the City, County and Escrow Agent to make investment decisions relating thereto. Such investments and reinvestments are to be made giving full consideration for the time at which funds will be needed under such timetable.

Section 3.03. Escrow Agent shall, without further direction from any party hereto, sell such investments as and when required to make any payment from the Escrow Fund. Any income received on such investments in a Project Account shall be credited to the respective Project Account in which such investments are held.

Section 3.04. Escrow Agent shall furnish to City, County and BOE reports accounting for all funds, investments, interest and income in and from the Project Accounts. Such accounting reports shall be furnished no less frequently than monthly and otherwise upon request of City, County and BOE. The City and County shall each be liable for any loss suffered in connection with any investment of moneys made by the Escrow Agent in accordance with this Agreement and shall each be obligated to reimburse their respective Project Accounts in an amount equal to the losses attributable to the directed investments.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means, to the extent public funds are permitted to be invested under applicable laws of the State of Alabama in the following: (a) securities which are general obligations of or are guaranteed as to the payment of principal and interest by the United States of America; (b) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; (c) commercial paper issued by corporations organized under the laws of a state of the United States which are rated one of the three highest rating categories by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc., or Moody's Investors Service, Inc.; (d) certificates of deposit issued by or other forms of deposit in any national or state bank to the extent that such deposits are fully insured by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States; or (e) in shares of a money market fund (including a money market fund for which Escrow Agent and its affiliates provide advisory, custodial, administrative or similar services and receives fees), provided: (x) the money market fund is registered under the Investment Company Act of 1940; (y) the money market fund has been rated by a nationally recognized statistical rating organization in one of that organization's three highest mutual fund rating categories; and (z) the money market fund's investments are limited to those Qualified Investments listed in (a), (b), or (c) above. Derivative products are not "Qualified Investments" for purposes of this Agreement. As to the question of whether a Qualified Investment is permitted to be acquired with funds under the City Project Account or the County Project Account, Escrow Agent shall be entitled to rely upon a written opinion of counsel to the City or the County, as the case may be, with respect to the investment of the public funds in such Qualified Investment.

ARTICLE 4

ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument executed by an authorized person set forth above. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification pursuant to Section 4.03 hereof, for reasonable attorneys' fees and court costs for any suit, interpleader or otherwise, or any other expenses, fees or charges of

any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among City, County and BOE as to the correct interpretation of this Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If City, County or BOE shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action (including, but not limited to, an interpleader) to resolve the disagreement. Escrow Agent shall be indemnified from the Escrow Fund for all costs, including reasonable attorneys' fees, actually and reasonably incurred in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final non-appealable judgment or settlement in such action is received.

Section 4.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5

ESCROW AGENT'S COMPENSATION

Escrow Agent's compensation for the services to be rendered hereunder is set forth in **Exhibit "B"** attached hereto. The City, County and BOE, in proportion to their contributions to the Project, hereby agree to pay and/or reimburse Escrow Agent upon request for all expenses, disbursements and advances, ongoing annual administration fees, investment fees or other charges, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder and such fees and charges may not be deducted from investment earnings on the Escrow Fund.

ARTICLE 6

CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of City, County and BOE. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the then acting Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement and to transfer all funds and investments held in the Project Agreement to such substitute Escrow Agent.

Section 6.02. Escrow Agent or any successor may at any time resign by giving written notice to City, County and BOE of its intention to resign and of the proposed date of resignation, which shall be a date not less than sixty (60) days after such notice is deemed sent in accordance with the notice provisions contained in Section 7.02 of this Agreement, unless an

earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by City, County and BOE.

ARTICLE 7 ADMINISTRATIVE PROVISIONS

Section 7.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection, copying, examination, audit and review by City, County and BOE, or the agent of any of them, at any time during regular business hours.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by certified United States mail postage prepaid, return receipt requested, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy or email (provided that a written copy of such telecopied or emailed notice is also sent by one of the three methods specified in clauses (a), (b) and (c) above within one (1) business day thereafter), in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied or emailed, transmitted to that party at its telecopier number or email address set forth below or, as to each party, at such other address, telecopier number or email address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy or email.

(1) If to BOE: The Board of Education of Montgomery County
 Attn: Chairman
 307 N. Decatur Street
 Montgomery, Alabama 36104
 Fax: 334- _____
 Email: _____

 With a copy to: Superintendent of Education
 307 N. Decatur Street
 Montgomery, Alabama 36104
 Fax: 334- _____
 Email: _____

(2) If to City: City of Montgomery
 Attn: Mayor
 103 N. Perry Street, Room 200
 Montgomery, Alabama 36104
 Fax: 334- _____

Email: _____

- (3) If to County: Montgomery County Commission
Attn: Chairman
100 S. Lawrence Street
Montgomery, Alabama 36104
Fax: 334-_____
Email: _____

- (4) If to Escrow Agent:

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of Alabama.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement, or the Project Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

Section 7.06. This Agreement may be executed in any number of counterparts that may be delivered by hand, facsimile or email, all of which shall be deemed an original for all purposes and shall constitute one agreement binding on the parties to this Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder in accordance with its terms.

Section 7.08. This Agreement and the Project Agreement constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 7.09. To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 7.10. Notwithstanding anything to the contrary provided herein, it is understood and agreed that the provisions of this Agreement are and will be solely for the benefit of the parties hereto and are not for the benefit of any third party; accordingly, no third party shall have any rights as a third-party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

("Escrow Agent")

By: _____
Its _____

City of Montgomery
("City")

By: _____
Its: _____

Montgomery County Commission
("County")

By: _____
Its: _____

The Board of Education of
Montgomery County
("BOE")

By: _____
Its _____

Exhibit A to Escrow Agreement

FORM OF PAYMENT REQUEST FORM

Payment Request No. _____

The Board of Education of Montgomery County ("BOE") hereby requests Synovus Trust Company, N.A. as escrow agent ("Escrow Agent") under the Escrow Agreement dated as of _____, 20____ (the "Escrow Agreement") by and among Escrow Agent, the City of Montgomery ("City"), Montgomery County Commission ("County") and BOE, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the BOE for payment by the BOE of Project Costs payable to the payees more particularly described on the schedules attached hereto and made a part hereof as though set forth in full herein. If requested by City or County, payment may be made to the City or County, as the case may be, to make yield reduction payments or pay its arbitrage rebate liability related to their respective Project Account.

Project Description: _____

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

In connection therewith, the undersigned officer of BOE hereby certifies as follows:

1. All of the provisions of the Project Agreement are incorporated herein by reference and capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Project Agreement.

2. The building materials subject to this Payment Request Form comprise a portion of the Project or Projects listed above, each of which is a Project described in the Project Agreement, and such building materials have been delivered to, inspected by, accepted by and used by the BOE.

3. The payments to be made to the BOE set forth above are for the acquisition, construction, renovation, repair, equipping, furnishing, or moving expenses of one or more Projects and the payments have not been the basis for a prior request which has been paid. The BOE shall pay funds to the payees for the Project Costs more particularly identified on the schedules attached hereto and made a part hereof as though set forth in full herein. Such payees have delivered to BOE appropriate lien waivers for the amounts requested to be paid. BOE has received an AIA project progress certification executed by each of the Project's architect and

contractor, which executed certification is attached hereto. BOE shall pay such payees as soon as reasonably possible following receipt of funds hereunder.

4. All of BOE's representations, covenants and warranties contained in the Project Agreement were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and BOE has fully and satisfactorily performed all of its covenants and obligations to date required under the Project Agreement. No default or Event of Default has occurred and is continuing under the Project Agreement.

5. BOE understands that City, County and Escrow Agent are relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

6. BOE has attached hereto all *invoices and/or bills of sale* relating to the Project materials acquired and the services provided for which payment is being requested hereunder.

If disbursement is requested for payment of arbitrage rebate liability or yield reduction payments with respect to City Obligations or County Obligations:

City ____ or County ____ requests payment of the amount requested to the United States Treasury in payment of its rebate liability or yield reduction payments arising from the City Project Account or County Project Account, as the case may be. In this case, needs no authorization from BOE.

[EXECUTION BEGINS ON NEXT FOLLOWING PAGE]

“BOE”:

**The Board of Education of
Montgomery County**

By: _____
Its _____

APPROVED BY CITY:

City of Montgomery

By: _____
Title: _____
Date: _____

APPROVED BY COUNTY:

Montgomery County Commission

By: _____
As Its _____
Date: _____

Exhibit B to Escrow Agreement

SCHEDULE OF ESCROW AGENT'S FEES

In lieu of and as a reduction from its normal custody fees, Escrow Agent shall receive the sum of \$_____ for each twelve-consecutive month period served as escrow agent hereunder as compensation for its duties and responsibilities hereunder. Escrow Agent shall receive a prorated amount for its final period hereunder that is less than 12-months in duration, with such proration to be based on the numbers of full and partial months served in that last period divided by 12.



CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

January 29, 2015

Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Resolution Approving Incentives to BRC Montgomery Mall, LLC
Our File No. 3754.1002

Dear Donnie:

The Montgomery County Commission (the "Commission") is working with the City of Montgomery, Alabama (the "City") and the Montgomery County Board of Education (the "BOE") to finance certain public education capital improvements, which are referred to in the attached resolution as the Public Education Project. Pursuant to the Agreement for the Purchase and Sale of Property, dated November 25, 2014 (the "Purchase Agreement") between the BOE and BRC Montgomery Mall, LLC ("BRC"), as provided as Exhibit "A" to the attached resolution, and the Letter Agreement between BRC, the City and the County, dated November 21, 2014, a copy of which is attached to the resolution as Exhibit "B", the County and the City have determined that it is in the public interest to grant certain incentives to BRC to assist in the redevelopment of the Montgomery Mall and to promote public education through the successful development of the Public Education Project.

The enclosed resolution provides for the grant of an incentive to BRC in the form of an abatement of any increase in the City and County non-educational ad valorem taxes assessed against BRC for certain property that BRC has retained as set forth in the Purchase Agreement (the "Seller's Remaining Property"), for a period of 5 years, and to agree to abate 50% of the increase in non-educational ad valorem taxes on the Seller's Remaining Property for a period of 5 years thereafter.

Please note that in order for the County to grant the incentives set forth in the resolution, notice of the public meeting during which the incentives are granted must be published pursuant to the requirements of Amendment 713 and Amendment 772 to the Alabama Constitution of 1901, as amended, at least seven (7) days prior to the date of the public meeting. A copy of the notice has been enclosed with this resolution.

Mr. Donald L. Mims
January 29, 2015
Page 2



GILPIN GIVHAN
GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

The attached resolution is being introduced to the Commission for the first time and we are asking that the Commission provide for the inclusion of this resolution on its agenda for the next regularly scheduled Commission meeting to be held on February 17, 2015.

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC



Clinton D. Graves

CDG:bsh
Enclosures

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 3, inclusive, constitute (except for the exhibits referred to therein) a true, correct and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on February __, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this ____ day of _____, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

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

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

- a. The Montgomery County Board of Education (the "BOE") has entered into an Agreement for the Purchase and Sale of Property, dated November 25, 2014 (the "Purchase Agreement"), as provided herein as **Exhibit "A"**, whereby the BOE has agreed to purchase certain property from BRC Montgomery Mall, LLC (the "BRC") in order to acquire, construct, and renovate certain buildings and other improvements located, or to be located, at the Montgomery Mall (the "Public Education Project");
- b. Pursuant to that Purchase Agreement and the Letter Agreement between the County, the City, and the Company dated November 21, 2014 (a copy of which is attached hereto as **Exhibit "B"**), the County and the City of Montgomery, Alabama (the "City") have determined that it is in the public interest to grant certain incentives to BRC to assist in the redevelopment of the Montgomery Mall and to promote public education through the successful development of the Public Education Project;
- c. The Purchase Agreement calls for the City and the County to agree to the abatement of any increase in the City and County non-educational ad valorem taxes assessed against BRC for certain property that BRC has retained as set forth in the Purchase Agreement (the "Seller's Remaining Property"), for a period of 5 years, and to agree to abate 50% of the increase in non-educational ad valorem taxes on the Seller's Remaining Property for a period of 5 years thereafter;
- d. The Commission deems it to be in the best interest of the County and wise and expedient to provide its portion of the incentives as set forth above and deems the use and expenditure of public funds for the purpose of inducing the Public Education Project within the County in accordance with the Purchase Agreement will serve a valid and sufficient public purpose, including but not limited to (1) promotion of public education within the County, (2) expansion and enhancement of the economic and tax base thereby providing additional revenues for schools, municipal services, and other public needs; (3) increased employment opportunities; (4) promotion, distribution, retail, and commercial activity; and (5) the provision of jobs, and otherwise beneficial effects to the public and citizens of the County;
- e. Notice of the public meeting scheduled for February 17, 2015, was published on _____, 2015, pursuant to Amendment 713 and Amendment 772 to the Alabama Constitution 1901, as amended;

f. At this regular meeting, which is a public meeting, the County held a public meeting regarding the Public Education Project and the County's involvement therein and permitted those interested therein to comment thereon;

g. The Commission desires to authorize and approve the County's provision of its portion of the incentives and otherwise its performance of obligations as described in the Purchase Agreement; and

h. The Commission desires to authorize and approve the County's execution and delivery of the Project Agreement.

Section 2. The Commission hereby approves and authorizes the use and expenditure of public funds in the form of incentives as set forth in the Purchase Agreement.

Section 3. The Chairman of the Commission is hereby authorized and directed to execute and deliver any other agreements, documents, letters, and writings as are necessary or proper in order for the County to perform its obligations set forth in the Purchase Agreement and required to effectuate the intent of this Resolution.

ADOPTED this 17th day of February, 2015.

Elton N. Dean, Sr., Chairman
Montgomery County Commission

ATTEST:

Donnie L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"
[PURCHASE AGREEMENT]

AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY

This Agreement for the Purchase and Sale of Property (the "Agreement"), is made and entered into as of November 25, 2014 (the "Effective Date"), by and between BRC Montgomery Mall, LLC, a Georgia limited liability company (hereinafter referred to as "Seller") and the Board of Education of Montgomery County, a public instrumentality organized under the laws of the State of Alabama (hereinafter referred to as "Purchaser") (both Seller and Purchaser may hereinafter be referred to as "Party" individually or "Parties" collectively).

WITNESSETH:

WHEREAS, Seller desires to sell all of its right, title and interest in and to that certain parcel of land generally outlined in red on Exhibit A attached hereto and by this reference made part hereof, together with all rights, easements and interests appurtenant thereto, and all improvements situated on the real property (hereinafter collectively referred to as the "Property"), subject to and upon the terms and conditions set forth herein; and

WHEREAS, Purchaser desires to purchase the Property from Seller subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the above premises (which are hereby incorporated into the body of this agreement as material terms of this Agreement), the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by each Party, Purchaser and Seller hereby covenant and agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller, all subject to and upon the terms and conditions set forth in this Agreement.

2. Purchase Price. Subject to adjustment and credits as otherwise specified in this Agreement, the purchase price to be paid by Purchaser to Seller for the Property shall be in the amount of \$750,000.00 (the "Purchase Price"), which Purchase Price shall be paid to Seller at the Closing by wire transfer of immediately available federal funds.

3. Earnest Money; Escrow Agent.

Within ten (10) business days after the Effective Date, Purchaser will deliver to First American Title Insurance Company (the "Title Company") ATTN: Deborah Goodman, 6 Concourse Parkway, Suite 2000, Atlanta, Georgia 30328 ("Escrow Agent"), the sum of \$100,000.00 as earnest money ("Earnest Money").

The Earnest Money shall be a credit towards the Purchase Price at Closing. Except as otherwise provided in this Agreement, the Earnest Money shall be non-refundable. As used herein, "business day" shall mean any day that is not a Saturday, Sunday or a day on which national or state banks in the

State of Alabama or agents or instrumentalities of the State of Alabama are closed for business.

4. Inspection.

Beginning on the day first referenced above and ending on the Closing Date, Purchaser and its agents shall have the right and privilege to enter upon and inspect the Property at reasonable times and upon reasonable prior notice, such rights including, without limitation, the right to perform tests, surveys, environmental and engineering studies, and other examinations that

Purchaser desires to make in planning for its ownership of the Property (including, without limitation, title review), all at Purchaser's sole cost and expense. All such work and tests performed by or at the request of Purchaser shall be nondestructive, and Purchaser shall repair any damages to the Property caused by the performance of any such work or tests. Purchaser shall not be obligated to repair damages caused by fire or insurable hazards, and Seller releases Purchaser from any such damage claim; provided, however, Purchaser's independent contractors shall not be allowed to enter the Property until they provide to Seller evidence of liability insurance satisfactory to Seller and Seller does not release such parties or their insurance carriers from negligent or intentional acts by such independent contractors which cause damage to the Property. Purchaser shall be responsible for utility bills, above an October 2014 baseline, for any utilities run in the JC Penney space in the course of Purchaser's investigations.

Seller shall deliver to Purchaser or make available at the mall office complete copies of all of the following documents in Seller's possession and control:

- (a) all environmental studies, inspections and reports relating to the Property and all other property situated within or comprising a part of the property generally known as Montgomery Mall in Montgomery, Alabama;
- (b) all architectural and engineering plans, specifications, drawings and related documents for the Property or any part of parts thereof and of the enclosed mall spaces that adjoin said Property;
- (c) all building condition, structural, soils, roof, HVAC and other studies, inspections and reports relating to the Property or any part of parts thereof and of the enclosed mall spaces that adjoin said Property;
- (d) all licenses, certificates and permits relating to the Property or any part or parts thereof;
- (e) all, if any, service, maintenance and other contracts relating to the ownership or operation of the Property or any part or parts thereof (the "Service Contracts"); and

(f) all, if any, roof, HVAC and other warranties or bonds relating to the Property or any part or parts thereof (the "Warranties").

5. Contingencies. The Parties acknowledge and agree that their respective obligations to close are contingent upon satisfaction or waiver by the Parties of all of the contingencies set forth below in this Section 5 (the "Contingencies"). The Earnest Money shall be refunded to Purchaser and neither Party shall have any further rights or obligations under this Agreement if either Party terminates the Agreement due to the failure to satisfy any of said Contingencies.

(a) The Parties' mutual execution of a new reciprocal easement agreement and/or an amendment to the Existing REA (as said term is hereafter defined), which agreement and/or amendment shall provide for (i) reciprocal parking, access, water, sanitary sewer, fire protection, storm water, party wall easements and agreements; (ii) for so long as the Board owns the Property, restrictions limiting the use of the Property for educational purposes including school, athletic fields, offices (including but not limited to Purchaser's central office and/or satellite offices), parking and related educational purposes; (iii) a covenant to exercise good faith efforts to renovate, open, and operate the Property for school purposes within 36 months after the Closing Date; (iv) the Purchaser agrees that it will not sell the Property during the first thirty-six (36) months after the Closing Date to any other person or entity (except for any transfers required under the Inter-Governmental Agreement or other financing for the benefit of Purchaser); (v) a shared parking area in a location mutually agreed to by Seller and Purchaser, provided that Purchaser may not use such area for parking of buses or parking when school is not in session; and (vi) such other easements, agreements and/or restrictions as either Party shall reasonably deem appropriate. The covenants enumerated in clauses (ii), (iii) and (iv) above shall be limited to the Property that will be conveyed to Purchaser under this Agreement. The Parties agree to work in good faith during the Inspection Period to negotiate the form and substance of such an agreement and/or amendment.

(b) the Parties' mutual agreement as to the exact dimensions of the Property as determined by a survey to be prepared by Larry E. Speaks and Associates, Inc.; the Parties acknowledge that Exhibit A generally describes the Property, and the Parties will work in good faith during the Inspection Period to more particularly describe the Property;

(c) the legal subdivision of the Property; Purchaser shall be responsible for the cost of (i) all drawings, surveys and replats of the Property required for such legal subdivision, (ii) separating water (but not sanitary sewer) and electrical utilities, and fire loops on the Property, (iii) additional utilities or firewalls required for any portion of the Property as a result of such legal subdivision (but not as the result of any improvements to the Seller's

remaining property if made by Seller); and (iv) all other expenses reasonably required for or as a result of such legal subdivision (exclusive of Seller's legal costs) to the extent the foregoing is not fully accomplished at Closing and the parties elect to close the foregoing shall survive closing and shall also be documented in the closing statements;

(d) Seller and Purchaser agree that the fair market value of the Property in excess of the Purchase Price ("Excess Value") is and shall be considered a charitable contribution and donation from Seller to Purchaser at the Closing pursuant to this Agreement. Purchaser and Seller shall comply with all applicable laws concerning the substantiation of the contribution and donation of the Excess Value. The parties agree that the current fair market value of the Property shall be determined by a M.A.I. appraisal (the "Appraisal") to be prepared by CBRE. Said Appraisal shall be delivered to Seller and Purchaser no later than the Closing Date. Seller agrees to pay all of the fees and expenses of the Appraisal, but said Appraisal shall be addressed to and may be relied upon by both Seller and Purchaser. The parties stipulate and agree that effective on the Closing, if Purchaser is a charitable entity (which the parties hereby stipulate that the Board of Education of Montgomery County is a charitable entity), Seller shall be deemed to have made a charitable contribution (the "Charitable Contribution") to the Purchaser in the amount of the Excess Value, which shall be the amount by which the appraised value of the Property as determined by the Appraisal exceeds the Purchase Price for the Property under and pursuant to this Agreement. The intent is that such Charitable Contribution will qualify under Section 170 of the Internal Revenue Code of 1986, as amended (the "Code"). Seller desires to make said Charitable Contribution in furtherance of Purchaser's mission to provide a variety of academic programs and services to meet the diverse educational needs and interests of its students. Purchaser will cooperate with Seller as may be reasonably necessary so that Seller may satisfy the requirements under the Code and Treasury Regulations for such Charitable Contribution, including, without limitation, completing and executing an appraisal summary on IRS Form 8283. Purchaser's obligation to cooperate shall survive the Closing hereunder. Notwithstanding anything to the contrary provided in this Agreement or in any Appraisal, appraisal summary or other documents executed by Purchaser, Seller acknowledges and agrees that Purchaser has not made and shall not make or be deemed to have made any warranty or representation with respect to the appraised value of the Property or with respect to whether or not the Charitable Contribution contemplated herein shall qualify for a charitable or other deduction from Seller's federal or state income taxes.

(e) termination of the Mall Parking Easement Area identified in the Reciprocal Easement Agreement and Declaration of Covenants and Restrictions recorded in RLPY 04385, Page 0438, Montgomery County records (the "Existing REA"), provided that in no event shall either (a) the

existing property now owned by Purchaser in Montgomery Mall (the "Purchaser's Existing Property") and the Property to be purchased by Purchaser (collectively, the "Purchaser's Combined Property") or (b) the Seller's remaining property fails to meet code as to parking, then and in either such event each Party shall cooperate with the other Party in obtaining a variance that approves the remaining parking available to each Party as legally sufficient for each Party's building area and uses (and such a requirement to cooperate shall survive Closing);

(f) the legal subdivision at Seller's cost and expense of the remaining property owned by Seller at the Mall to create the "Outparcel" identified on Exhibit B hereto; Purchaser shall execute such documents as reasonably requested by Seller to substitute a new Exhibit E to the Existing REA showing the Outparcel to the extent the foregoing is not fully accomplished at closing and the parties elect to close the foregoing shall survive closing and shall also be documented in closing statements;

(g) Seller, Purchaser and the City of Montgomery shall have reached a mutually acceptable agreement with respect to (i) said City's requirements for the existing fire corridor between the former JC Penney store and the Seller's remaining property; and (ii) the Purchaser's and City's requirements for perpetual easements or alleyways between the buildings on the Purchaser's combined Property and the Seller's remaining property for maintenance, repairs, demolition, construction and fire protection for said buildings on Purchaser's Combined Property;

(h) Seller's mortgage lender or lenders shall have executed such instruments and agreements as may be necessary or desirable to release all of the Property from its or their mortgages and to subordinate the liens of their respective mortgages to the easements and other agreements contemplated herein;

(i) with respect to Seller's remaining property, the City of Montgomery and County of Montgomery shall document (a) for the first five (5) years after Closing, a total abatement of non-educational ad valorem taxes and (b) for the five (5) years thereafter, a 50% abatement on non-educational ad valorem taxes; such benefits shall run with the land, be transferrable to future purchasers of Seller's remaining property, and the foregoing shall survive closing;

(j) Seller and the City of Montgomery shall have entered into a restrictive covenant agreement restricting the former Steve and Barry's building from use in traditional retail sale uses such that it will not compete with Seller's commercial retail sales property.

(k) Seller and the City of Montgomery and Montgomery County have agreed to an Inter-Governmental Agreement in form and content acceptable to them in order to provide financing for the Property.

(l) Seller's determination that the improvements planned by Purchaser will not trigger any requirement for any alterations or improvements on Seller's remaining property.

6. Closing; Closing Costs. Purchaser and Seller shall consummate the purchase and sale of the Property (the "Closing") on or before thirty (30) days after the Effective Date (the "Closing Date"). At the Closing, Purchaser shall pay the Purchase Price to Seller as set forth in Paragraph 2 hereof, recording costs, Purchaser's attorneys' fees, survey costs, all title examination fees and title insurance premiums and expenses for Purchaser's title insurance policy and all other costs and expenses incurred by Purchaser in closing and consummating the purchase and sale of the Property pursuant hereto. Seller shall pay the attorneys' fees of Seller, the transfer tax (if any) imposed by the State of Alabama and all other costs and expenses incurred by Seller in closing and consummating the purchase and sale of the Property pursuant hereto.

7. Seller's Closing Documents. Seller shall obtain or execute, at Seller's expense, and deliver to Purchaser at Closing the following documents (in recordable form except for the Seller's affidavits and the settlement statement as provided below), all of which shall be duly executed and acknowledged where required:

Statutory Warranty Deed. Statutory Warranty Deed from Seller in the form of Exhibit C conveying to Purchaser Seller's interest in the Property (the "Deed"), subject only to the Permitted Exceptions (as said term is hereinafter defined).

Seller's Affidavit. Affidavit of Seller averring that with respect to the Property i) there are no rights or claims of parties in possession of the subject property claiming by, through or under Seller, ii) that no improvements or repairs have been made on the subject property at the request of Seller during the six-month period immediately prior to the Closing Date for which payment has not been made, and iii) that Seller has not engaged or contracted with any broker that has a right or claim to any commissions in connection with the sale of its respective property by Seller to Purchaser.

FIRPTA Certificate. Such reasonable affidavits or certificates as shall be required to establish that the transaction contemplated in this Agreement is not subject to the provisions of the Foreign Investment Real Property Tax Act of 1980, as amended, and any and all regulations promulgated pursuant thereto, and the withholding requirements of Section 1445(a) of the Internal Revenue Code, as amended.

Affidavit of Seller's Residence. Such reasonable information as is required to allow Purchaser to comply with the obligations of Code of Alabama, 1975, Section 40-18-86.

Reciprocal Easement Agreement. The agreed-upon reciprocal easement agreement, amendments to the Existing REA, re-plat and other agreements referenced in Paragraph 5 above.

Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

Authority. Documents satisfactory to Purchaser and its title company evidencing Purchaser's authority to consummate the transaction contemplated by this Agreement.

Service Contracts. All Service Contracts affecting the Property shall be terminated by Seller at Closing; and Seller shall pay all fees, costs and expenses owed by it under said Service Contracts or as the result of the termination thereof; and

Warranties. At Purchaser's option, all Warranties shall be either terminated or assigned to Purchaser at Closing at Seller's sole cost and expense.

8. Purchaser's Closing Documents. Purchaser shall obtain or execute, at Purchaser's expense, and deliver to Seller at Closing the following documents, all of which shall be duly executed and acknowledged where required:

Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;

Authority. Documents satisfactory to Seller evidencing Purchaser's authority to consummate the transaction contemplated by this Agreement.

Reciprocal Easement Agreement. The agreed-upon reciprocal easement agreement referenced in Paragraph 5(a) above.

Donation Portion Documentation. All documents reasonably requested by Seller to confirm the existence and amount of the Donation Portion, but without any warranties or representations of any kind by Purchaser.

9. Property Taxes. Seller shall pay at or prior to Closing all ad valorem taxes owed by it with respect to all of the Property described on Exhibit A and any additional property that is included in the assessment of said Property for the 2014 tax year (which ended on September 30, 2014). Ad valorem taxes for the 2015 tax year (which commenced on October 1, 2014) shall be prorated between the parties at Closing based upon a formula to be agreed to by the Parties prior

to the Closing. Thereafter, each Party shall be solely responsible for all ad valorem taxes assessed against the tracts or parcels of land owned by it for the 2016 and subsequent tax years. The terms and provisions of this paragraph shall expressly survive the Closing and shall not merge upon execution and delivery of the Statutory Warranty Deed.

10. Purchaser's Default. In the event Purchaser fails or refuses to perform any one or more of Purchaser's covenants, duties, agreements, or obligations under this Agreement or is otherwise in default under this Agreement, such event, action or inaction shall entitle Seller, as Seller's sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money from the Escrow Agent as full liquidated damages. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money and not as a penalty. Notwithstanding anything in this Paragraph 10 to the contrary, nothing contained in this Agreement shall limit or otherwise affect any of Seller's rights or remedies against Purchaser arising from any breach or default by Purchaser after the Closing of any obligations in this Agreement which are expressly provided to survive Closing.

11. Seller's Default. In the event of default by Seller under the terms of this Agreement, or in the event of a failure to satisfy any of the contingencies as provided in Section 5 above or a breach of any of Seller's Representations or Warranties under Section 17 hereof, Purchaser may, as its sole and absolute remedy, either (a) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, whereupon the parties shall be relieved of all liability and obligations hereunder except those specifically surviving the termination of this Agreement, or (b) avail itself of the remedy of equitable remedy of specific performance; provided, however, that if Purchaser does not file such action for specific performance within sixty (60) days of the outside date for the Closing of this sale, Purchaser waives its right to pursue specific performance as a remedy and is deemed to have elected (a) above.

Broker's Commission. Purchaser and Seller each hereby represent and warrant each to the other that no party is entitled as a result of the action of Purchaser or Seller, as the case may be, to a real estate commission or the other fee in connection with this Agreement or the transaction contemplated hereby. Seller shall and does hereby indemnify and hold harmless Purchaser from and against any claim (including, without limitation, attorneys' fees and costs), whether or not meritorious, for any real estate sales commission, finder's fees, or like compensation in connection with the sale contemplated hereby and arising out of any act or agreement of Seller. Likewise, Purchaser shall and does hereby indemnify and hold harmless Seller from and against any claim (including, without limitation, attorneys' fees and costs), whether or not meritorious, for any real estate sales commission, finder's fees, or like compensation in connection with the sale contemplated hereby and arising out of any act or agreement of Purchaser.

12. Assignment. This Agreement and Purchaser's rights, duties, and obligations hereunder may not be assigned by Purchaser without the prior written consent of Seller.

13. Notices. Wherever any notice of other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand, or sent U.S. registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To Seller: Blue Ridge Capital, LLC
3715 Northside Parkway
Suite 2-450
Atlanta, Georgia 30327
Attn: Mr. Fritz R. McPhail

with copy to: Martin Bagwell Luke, P.C.
400 Northridge Road, Suite 1225
Atlanta, Georgia 30350
Attn: J. Marshall Martin III

To Purchaser: Board of Education of Montgomery County
307 South Decatur Street
Montgomery, AL 36104
Attention: Superintendent

with copies to: Board of Education of Montgomery County
307 South Decatur Street
Montgomery, AL 36104
Attention: Assistant Superintendent for Operations

AND

Hill, Hill, Carter, Franco, Cole and Black, PC
Attention: Spud Seale
425 S. Perry Street
Montgomery, AL 36104

3
In addition to and not in limitation of the other methods for delivering notices as provided above, Purchaser agrees that it will accept and be bound by notices from Purchaser or its attorneys or other qualified representative, including but not limited to notices to terminate this Agreement, delivered to Fritz R. McPhail at his email address: fritz@blueridgecapital.com, with a copy to J. Marshall Martin III, at his email address: mmartin@mbllawfirm.com. Said emails shall be deemed effective if given or received on the date of delivery. Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, which, in the case of delivery by registered or certified mail, shall be as evidenced by the return receipt.

14. Time Periods. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on Saturday, Sunday, or holiday, then

such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon Seller or Purchaser unless such amendment is in writing and executed by both Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Time is of the essence in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Except as specifically set forth herein to the contrary, the provisions of this Agreement shall not survive Closing. This Agreement shall be construed and interpreted under the laws of the State of Alabama. Except as otherwise provided herein, all rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender shall include all genders, and all references herein to the singular shall include the plural and vice versa.

17. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that the following matters are true in all material respects as of the date hereof and shall, subject to the provisions of this Paragraph 17, be true in all material respects as of the Closing Date:

(a) Authority. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the Property are bound; or (ii) violate

any restriction, court order, agreement, or other legal obligation to which Seller is subject.

(b) Pending Actions. There is no pending or, to Seller's knowledge, threatened action, suit, litigation arbitration, government investigation or proceeding by or against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement or the ownership or operation of the Property or any part or parts thereof.

(c) Violations. Seller has not received written notice of any uncured violation of any federal, state or local law relating to the use or operation of the Property which would materially adversely affect the Property or use thereof.

(d) Hazardous Substances. To Seller's actual knowledge as of the date hereof, except as disclosed in any Environmental Reports provided by Seller to Purchaser, no Hazardous Substances (as hereinafter defined) exist or have been released or discharged on, in or from the Property or any adjoining property owned by Seller. For purposes of this Agreement, the term "Hazardous Substances" shall mean and include any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations now or hereafter promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act of 1976, as now or hereafter amended (42 U.S.C. Section 6901, et seq.) ("RCRA") or any regulations now or hereafter promulgated under RCRA; (iii) any substance now or hereafter regulated by the Toxic Substances Control Act, as now or hereinafter amended (15 U.S.C. Section 2601, et seq.) ("TSCA"), or any regulations now or hereafter promulgated under TSCA; (iv) polychlorinated biphenyls.

18. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that the following is true as of the date hereof and shall be true as of the Closing Date:

Authority. The execution and delivery of this Agreement by Purchaser, and the performance of this Agreement by Purchaser, have been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Purchaser is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Purchaser is a party or by which Purchaser or the Property are

bound; or (ii) violate any restriction, court order, agreement, or other legal obligation to which Purchaser is subject.

19. PROPERTY CONVEYED "AS IS". IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR OF SELLER'S BROKERS, AGENTS OR EMPLOYEES. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

20. Title and Survey.

(a) Purchaser shall have the right at its expense to obtain and review (i) a current preliminary title commitment (the "Title Commitment") on the Real Property issued by First American Title Insurance Company (the "Title Company"), accompanied by copies of all documents listed as title exceptions in the Title Commitment, which shall be obtained by Purchaser promptly after the Effective Date; (ii) an ALTA/ACSM Land Title Survey (the "Survey") of the Real Property prepared at the sole cost and expense of Purchaser by Larry E. Speaks & Associates or another registered surveyor selected by Purchaser (the "Surveyor"). Purchaser shall notify Seller in writing (the "Title Notice") on or before 15 days after Purchaser's receipt of said Title Commitment (the "Title Notice Deadline")

which exceptions to title (including survey matters), if any, will not be accepted by Purchaser; provided, however, that any mortgages or other consensual liens that encumber the Property shall not be deemed objections to title hereunder provided that same shall be satisfied and released at Closing. If Purchaser fails to notify Seller in writing of its disapproval of any exceptions to title by the Title Notice Deadline, Purchaser shall be deemed to have approved the condition of title to the Real Property. If Purchaser notifies Seller in writing that Purchaser objects to any exceptions to title, Seller shall have ten (10) days after receipt of the Title Notice to notify Purchaser (a) that Seller will attempt to remove such objectionable exceptions from title on or before the Closing; provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond thirty (30) days; or (b) that Seller elects not to cause such exceptions to be removed. The procurement by Seller (subject to Purchaser's reasonable right of approval) of a commitment for the issuance of the Title Policy (as said term is hereinafter defined) or an endorsement thereto insuring Purchaser against any title exception which was disapproved pursuant to this Section shall be deemed a cure by Seller of such disapproval. If Seller gives Purchaser notice under clause (a) above that Seller will attempt to remove such objectionable exceptions within said 30-day period but Seller fails to remove the objections within said 30-day period, or if Seller gives Purchaser notice under clause (b) above that Seller elects not to cause such exceptions to be removed, then and in either such event Purchaser shall have five (5) business days during which Purchaser shall have the right at its sole option and as its sole remedy to either notify Seller that Purchaser will nevertheless proceed with the purchase and take title to the Property subject to such exceptions, or notify Seller that Purchaser will terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder, the Earnest Money shall immediately be returned to Purchaser and each party shall bear its own costs incurred hereunder. If Purchaser shall fail to notify Seller of its election within said five-day period, Purchaser shall be deemed to have elected to proceed with the purchase and take title to the Property subject to such exceptions.

(b) Pre-Closing "Gap" Title Defects. Purchaser may, at or prior to Closing, notify Seller in writing (the "Gap Notice") of any objections to title (a) raised by the Title Company between the expiration of the Inspection Period and the Closing and (b) not disclosed by the Title Company or otherwise known to Purchaser prior to the expiration of the Inspection Period; provided that Purchaser must notify Seller of such objection to title on or before the earlier of (i) the Closing of this sale or (ii) within five (5) business days of being made aware of the existence of such exception. If Purchaser sends a Gap Notice to Seller, Purchaser and Seller shall have the same rights and obligations with respect to such notice as apply to a Title Notice under Section 20(a) hereof.

(c) Permitted Exceptions. The Property shall be conveyed subject only to the following matters, which are hereinafter referred to as the "Permitted Exceptions":

(i) those matters that either are not objected to in writing within the time periods provided in Sections 20(a) or (b) hereof, or if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property;

(ii) the lien of ad valorem taxes assessed against and attributable to the Property (but not against any other property of Seller) that are not yet due and payable as of the date of Closing, subject to adjustment as herein provided; and

(iii) items shown on the Survey and not objected to by Purchaser or waived or deemed waived by Purchaser in accordance with Section 20 hereof.

(d) Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser fee simple title to the Property by execution and delivery of the Deed (as defined above). Evidence of delivery of such title shall be either (a) the issuance by the Title Company of an ALTA Owner's Policy of Title Insurance (the "Title Policy") covering the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions, or (b) a markup of the Title Commitment by the Title Company to extend the effective date thereof to the date and time of the Closing of this sale and to satisfy the requirements set forth in Schedule B-1 thereof in order to obligate the Title Company to issue said Title Policy covering the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

21. Duties of Escrow Agent. The Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Paragraph 21.

The duties of the Escrow Agent shall be as follows:

During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

The Escrow Agent shall pay the Earnest Money in accordance with the joint written instructions of Seller and Purchaser upon any of the following events: (i) if this Agreement shall be terminated by the mutual written agreement of Seller and Purchaser; (ii) if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid; or (iii) if a dispute shall develop between Seller and Purchaser concerning to whom the Earnest Money should be paid. In the event that such joint written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon

Seller and Purchaser, then the Escrow Agent shall have the right to pay the Earnest Money into any court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

If costs or expenses are incurred by the Escrow Agent in its capacity as escrow agent because of litigation or a dispute between the Seller and Purchaser arising out of the holding of the Earnest Money in escrow, Seller and Purchaser shall each pay the Escrow Agent one-half of such reasonable costs and expenses.

By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and the Purchaser hereunder.

Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

All investments by Escrow Agent will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided), the Earnest Money must be received by noon; otherwise, such funds will be deposited on the next business day. All investments shall be subject to the rules, regulations, policies and procedures of Escrow Agent's investment financial institution (the "Depository").

The Earnest Money shall be deposited in the Escrow Agent's escrow account, which may commingle funds received by it with escrow funds of others in said escrow account. The Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited. The Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.

The Escrow Agent shall not be liable for loss or damage resulting from:

- (a) any good faith act or forbearance of the Escrow Agent;
- (b) any default, error, action or omission of any party, other than the Escrow Agent;

(c) any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;

(d) the expiration of any time limit or other delay which is not solely caused by the failure of the Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;

(e) the lack of authenticity of any writing delivered to the Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;

(f) the Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;

(g) the Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceedings; or

(h) any loss or damage which arises after the Earnest Money has been disbursed in accordance with the terms of this Agreement.

The Escrow Agent shall be fully indemnified by the parties hereto for all of its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which the Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Earnest Money, or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees may be deducted from the Earnest Money.

If the Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of the Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney's fees incurred by the Escrow Agent in responding to such action, hearing or process shall be the responsibility of the party/parties whose alleged acts are a basis for such proceedings and such party/parties shall indemnify, save and hold the Escrow Agent harmless from said expenses, costs and fees so incurred.

22. 1031 Exchange. Seller may qualify this transaction as a tax deferred exchange under Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate in the exchange, at no liability, cost or expense to Purchaser.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be affixed hereunto as of the day, month and year first above written.

SELLER:

BRC MONTGOMERY MALL, LLC,
a Georgia limited liability company

By: 
Fritz R. McPhail, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

PURCHASER:

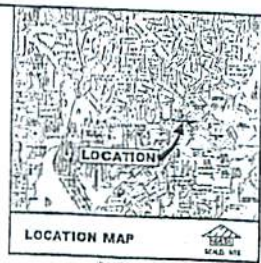
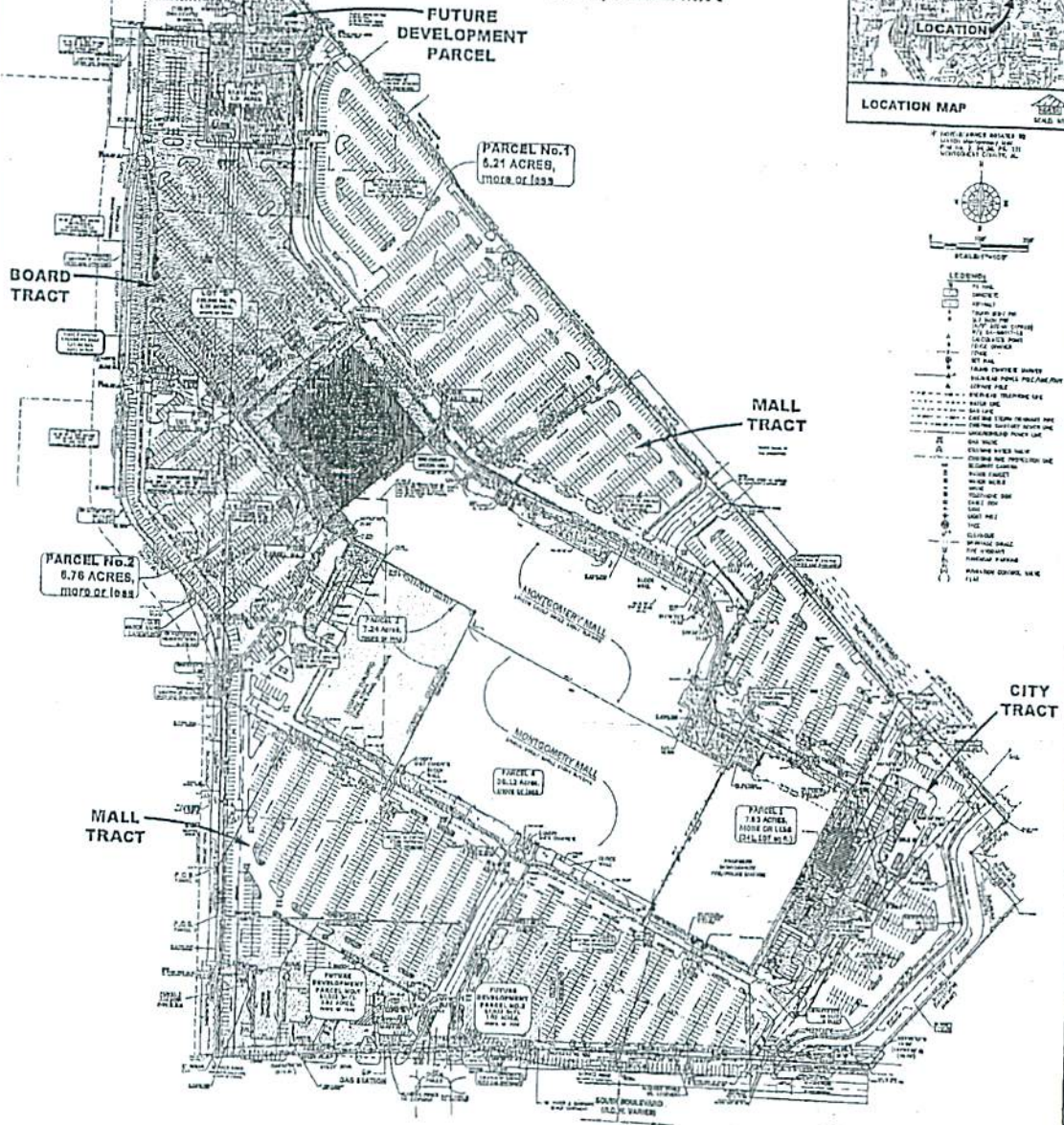
BOARD OF EDUCATION OF
MONTGOMERY COUNTY, a public
instrumentality organized under the laws of the
State of Alabama

By: Margaret J. Allen
Name: Margaret J. Allen
Title: Superintendent
11-24-14

SCHEDULE OF EXHIBITS

- A Description of Property
- B Description of Seller's Outparcel (Outlined and identified as Proposed Parcel # 1 and Proposed Parcel # 2 on Exhibit B)
- C Form of Statutory Warranty Deed
- D Permitted Title Exceptions

EXHIBIT "A"
OVERALL SURVEY MAP
LOTS "A", "B", & "C"
MONTGOMERY MALL PLAT NO. 2, BK.36, PG. 221
MONTGOMERY COUNTY, ALABAMA



- LEGEND**
- 1" = 100'
 - 1" = 200'
 - 1" = 300'
 - 1" = 400'
 - 1" = 500'
 - 1" = 600'
 - 1" = 700'
 - 1" = 800'
 - 1" = 900'
 - 1" = 1000'
 - 1" = 1100'
 - 1" = 1200'
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 - 1" = 9400'
 - 1" = 9500'
 - 1" = 9600'
 - 1" = 9700'
 - 1" = 9800'
 - 1" = 9900'
 - 1" = 10000'

NOTE: THE DRAWING IS A COMBINATION
 OF SURVEYS FROM 2000, 2001 AND
 2012. ALL PROPERTY CORNERS ARE IN
 PLACE AT DATE OF THIS DRAWING.
 BUILDING CONDITIONS WERE NOT VERIFIED.

REVISED DATE: 11-24-14
 DATE: 7-20-13

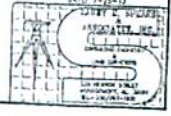


EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

STATUTORY WARRANTY DEED

STATE OF ALABAMA
MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENT, that

BRC MONTGOMERY MALL, LLC, a Georgia limited liability company (the "Grantor"), for and in consideration of the sum of One Hundred and No/100 Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid by the Grantee herein, the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the BOARD OF EDUCATION OF MONTGOMERY COUNTY, a public instrumentality organized under the laws of the State of Alabama (the "Grantee"), its successors and assigns, the following described real estate situated in the City of Montgomery, County of Montgomery, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS
THOUGH SET FORTH IN FULL HEREIN (hereinafter referred to as the "Property").

TOGETHER WITH the benefiting aspects of that certain Reciprocal Easement Agreement and Declaration of Covenants and Restrictions recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 4385 at Page 438.

TOGETHER WITH (i) all rights, easements, hereditaments and appurtenances thereunto appertaining, (ii) all buildings, structures, fixtures and other improvements affixed to or located on said Property, and (iii) all of Grantor's rights, title, interests and claims in and to all rights of way for any and all streets, roads and boulevards adjoining said Property.

SUBJECT TO, AND TOGETHER WITH THE NON-EXCLUSIVE USE AND BENEFIT OF THE BENEFITING ASPECTS OF, all covenants, restrictions and easements contained in the Permitted Exceptions set forth on Exhibit "B" attached hereto and made a part hereof as though set forth in full herein.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns,
FOREVER.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed in its name and behalf as of this the _____ day of _____, 20__.

BRC MONTGOMERY MALL, LLC,
A Georgia limited liability company

By: _____
Name: Fritz R. McPhail
Title: Manager

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Fritz R. McPhail, whose name as the manager of BRC Montgomery Mall, LLC, a Georgia limited liability company, is signed to the foregoing deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the deed, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this _____ day of _____, 20__.

[NOTARY SEAL]

Notary Public
My commission expires: _____

This instrument prepared by:
W. Inge Hill, Jr.
Hill, Hill, Carter, Franco, Cole & Black, P.C.
PO Box 116
Montgomery, AL 36101-0116

NOTE: THE PREPARER OF THIS DEED HAS SERVED AS SCRIVENER ONLY AND HAS NOT EXAMINED THE TITLE TO SAID PROPERTY OR EXPRESSED ANY OPINION WITH RESPECT THERETO OR WITH RESPECT TO THE LEGAL DESCRIPTION THEREOF.

EXHIBIT D

PERMITTED TITLE EXCEPTIONS

1. All real property ad valorem taxes assessed against the Property conveyed in this deed for the year 2015 and subsequent years.

PERMITTED EXCEPTIONS TO BE ATTACHED

ACKNOWLEDGEMENT OF ESCROW AGENT

The undersigned hereby acknowledges receipt of \$100,000.00 of Earnest Money. The undersigned agrees to hold and disburse any and all Earnest Money received in accordance with the terms of the within and foregoing Agreement For Purchase and Sale of Real Property by and between BRC Montgomery Mall, LLC and the Board of Education of Montgomery County.

FIRST AMERICAN TITLE INSURANCE
COMPANY

Date of Execution:

_____, 2013

By: _____

Print Name: _____

Title: _____

EXHIBIT "B"
[LETTER AGREEMENT]

BRC Montgomery Mall, LLC

BRC Montgomery Mall, LLC
3715 Northside Parkway
Suite 2-450
Atlanta, GA 30327
(P) 404-364-9094
(F) 404-364-9095

VIA EMAIL: istrange2@aol.com

November 21, 2014

Honorable Mayor Todd Strange
City of Montgomery, Alabama

Re: Montgomery Mall

Dear Mayor Strange:

BRC Montgomery Mall, LLC ("BRC") has been working jointly with the Montgomery Board of Education ("BOE") and the City of Montgomery ("City") and Montgomery County ("County") on a purchase contract pursuant to which the BOE would acquire the former JC Penney building and adjoining land at Montgomery Mall for school purposes. The purchase price in the contract represents a highly discounted price and BRC has requested that the BOE, City, and County work with BRC in connection with certain consequential effects the purchase will have on the remaining Mall property as well as certain other items. In this regard, several items fall within the authority of the City and County rather than the BOE and before BRC presents the contract to the BOE we wanted to be sure that BRC, City and County are in agreement. The matters which we wish to confirm, subject to City Council and County Commission approval, are as follows:

1. Tax abatement - The City and County will agree to abate the increase in non-educational taxes on the remaining Mall property (including outparcels) for a period of 5 years commencing in 2015 and continuing through 2019. Thereafter for an additional 5 years non-educational taxes would be abated by 50%. The abatements will apply to current and future owners and include new development, as permissible by law.
2. Parking Variance - The property required by the BOE to realize their vision for the new LAMP school requires a significant portion of the parking area for the Mall and may leave the remainder of the Mall legally under parked. To the extent this is the case, we seek a variance from the City allowing use of the existing space as a legal non-conforming use. We need this before we can close with BOE or we otherwise need assurance that this is not a problem.
3. Restriction on City tract - We have discussed restricting the former Steve and Barry's building owned by the City against retail uses which could compete against retail uses in the Mall. Please confirm that this restriction can be effected prior to closing or that we can otherwise receive assurance that the restriction will occur after closing.
4. Subdivision - The contract contemplates the subdivision of the JC Penney building and adjoining land from the remainder of the mall and may need replatting approval. Likewise the contract contemplates redesigned outparcels where the existing outbuildings are located (see attached drawing). We believe that the City's approval of the replatting is required and we seek confirmation that this is acceptable to the City without new or other cost to BRC.

We appreciate your continuing efforts toward redevelopment of the area as we continue our multi-year effort to re-purpose and invigorate this property. If the foregoing is not an issue and can be accomplished simultaneously with a closing this year, please sign in the space provided below. If there is an issue or if there are administrative requirements to achieve the foregoing beyond the City Council, Mayor and County Commission authority, please let us know so that we fully understand the impact of contracting with BOE on the new school initiative. Please contact me at 404-550-5808 or Steve Patrick at 404-358-2888 to discuss.

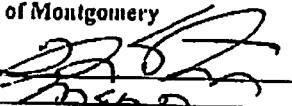
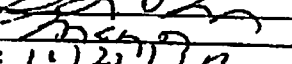
Very truly yours,



Fritz McPhail
BRC Montgomery Mall, LLC

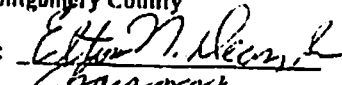
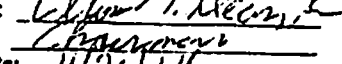
Approved:

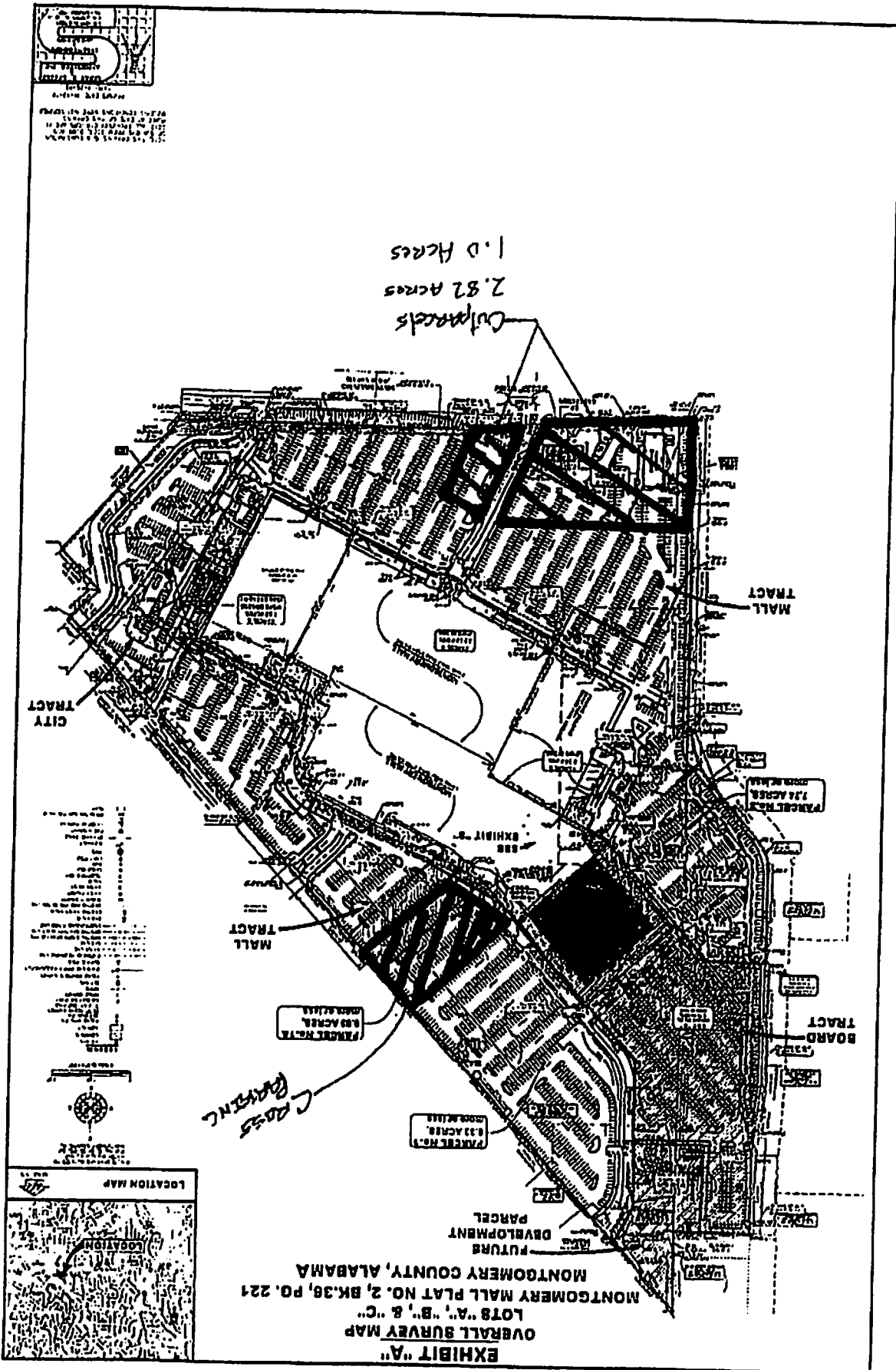
City of Montgomery

By: 
Its: 
Date: 11/21/14

Approved:

Montgomery County

By: 
Its: 
Date: 11/21/14



MONTGOMERY COUNTY, ALABAMA

NOTICE OF PROPOSED ACTION AT PUBLIC MEETING

Notice is hereby given that on February 17, 2015 at 9:30 a.m., Central Time (or at such other time as such meeting may be adjourned and reconvened), at the County Commission located at **101 South Lawrence Street, Montgomery, Alabama**, the County Commission of Montgomery County, Alabama (the "County") will hold a meeting, which will constitute a public meeting, to consider, discuss, vote upon, and take other action authorizing and approving the use and grant of public funds of the County to obtain, furnish and otherwise assist in providing certain incentives to BRC Montgomery Mall, LLC (the "Company") to assist in the redevelopment of the Montgomery Mall and the career academy (the "Project"); and other matters related to the matters described herein. The County believes that the above assistance to encourage the development of the Project will promote and continue economic development within the County. The identity of the business entity for whose benefit the County proposes to use and grant public funds shall be the Company.

Notice of this public meeting is being published pursuant to the requirements of Amendment 713 and Amendment 772 to the Alabama Constitution of 1901, as amended, and all other applicable laws, to the extent applicable.

THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA

Publication:



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Date: January 28, 2015

To: Honorable Montgomery County Commission

From: Daniel A. Baxter
Director of Elections

Re: **Memorandum of Understanding Between the City of Montgomery and Montgomery County and the Budget for the 2015 Municipal Election Cycle.**

On August 25, 2015 a Municipal Election is scheduled in the city of Montgomery for the purpose of electing city officials to public office. If necessary, a Run-off Election is scheduled for October 6, 2015.

The Montgomery Election Center is being retained by the City of Montgomery to administer both elections. To solidify this agreement, both entities – the City of Montgomery and Montgomery County – must confirm by approving and signing the enclosed Memorandum of Understanding.

The Memorandum of Understanding outlines the anticipated administrative and operational aspects of conducting the election(s). It also distinguishes duties and responsibilities between the Election Center and the City Clerk's office.

Also included is the detailed Budget Estimate. All rates are based on current costs to administer the election(s). It will be the responsibility of the City of Montgomery to pay for all costs associated to administer the election(s).

Please review and sign in the appropriate areas.

I will make myself available at the forthcoming Commissioners Meeting to answer any questions that you may have regarding this matter.

Memorandum of Understanding Regarding the Administration of the 2015 Scheduled Montgomery Municipal Election(s)

We the undersigned parties do hereby enter into this memorandum of understanding by and between the City of Montgomery, Montgomery County, the Montgomery County Judge of Probate and the Montgomery Election Center (MEC) regarding the comprehensive administration of the 2015 regularly scheduled Municipal Election(s). This memorandum is intended to outline the anticipated administrative and operational aspects of conducting the election(s), including, but not limited to the following: ballot preparation, voter education, election coordination, professional training for polling officials, coordination and assistance to the City Clerk, ballot and equipment training, Election Day administration, return coordination, administration of absentee voting and results reporting.

Each of the impacted precincts will be equipped with the necessary staff, equipment, supplies and ballots to efficiently and effectively conduct the municipal election(s) as outlined below.

- 1. Professional Service/Equipment:** The Montgomery Election Center, on behalf of the Montgomery County Judge of Probate and Montgomery County, will provide each of the impacted Montgomery City precincts with two (2) tabulators (Model 100) and a steel ballot box along with each tabulator for use at each of the designated precincts. The nine (9) largest precincts will be equipped with three (3) tabulators when prudent. Each tabulator will be programmed and extensively tested by the MEC for use during the Municipal Election. The cost for professional service associated with each tabulator is outlined in the attached budget schedule and will comprise the cost of the MEC's tabulation-based professional service and support in conducting and administering the 2015 Montgomery City Election(s).

Each precinct will also be equipped with specialized equipment to insure accessibility to voting for those voters who need assistance in casting a ballot. The voting accessibility terminals (Automarks) will be located within each City of Montgomery precinct. Each City precinct will be equipped with two (2) Automark units on Election Day. The cost for professional service associated with each Automark is outlined in the attached budget schedule and will comprise the cost of the MEC's tabulation-based professional service and support in conducting and administering the 2015 Montgomery City Election(s).

2. **Absentee Ballot Administration:** Absentee Balloting will be administered by the City Clerk of the City of Montgomery at City Hall, 103 North Perry Street. All ballots and supplies associated with absentee voting shall be procured by the MEC and delivered to the City Clerk.
3. **Materials and Supplies:** The City of Montgomery shall be responsible for all costs of materials and supplies incurred during the administration of the City Election. As set forth in paragraph 11 below, the City of Montgomery shall be responsible for paying the costs of equipment delivery and precinct setup and take down. The estimated costs of ballots, supplies, equipment delivery and precinct setup and take down are specifically listed in Sections II and III of attached Exhibit A – Budget Estimate. The City and MEC points of contact listed below will coordinate the procurement and payment of supplies and materials received. All invoices for such materials, goods and services will be reviewed by the MEC and tendered to the Montgomery City Clerk for payment. Some costs may be processed as “reimbursable” to the County in order to achieve the best and most efficient cost savings to all parties involved. The costs for such materials and supplies will not exceed the estimated cost, per election, without the express written consent of the City Clerk.
4. **Professional Support for the City Election:** The MEC will provide comprehensive administrative support and preparation in conducting the administrative aspects of the election. The Director of Elections shall serve as the primary contact from the MEC and will coordinate all activities with the City Clerk of the City of Montgomery and other designated representatives of the City of Montgomery identified by the Clerk and/or the Mayor. The total cost for MEC’s professional services, per election, shall not exceed the Professional Service/Equipment and Absentee Administration per-diem “subtotal” in Section I of attached Exhibit A – Budget Estimate.
5. **Ballot Design and Configuration:** The MEC will be responsible for all aspects of ballot design, preparation, ordering of ballots and organization prior to distribution to the City Precincts. Ballot quantities will be calculated by MEC and recommended to the City’s designated point of contact set forth below. Ballot proofs and recommended quantities will be approved by the City’s point of contact. The City shall be responsible for the total cost of ballot layout, design and printing.
6. **Logic and Accuracy Testing of Tabulation Equipment:** The MEC will perform comprehensive logic and accuracy testing on all tabulation and voter accessibility terminals prior to the election(s). The MEC will perform in-house testing, be available to conduct statutorily prescribed public testing and will conduct operational testing at the precinct

level prior to Election Day. Testing materials and printed results of said testing will be retained at the MEC and be available for review/inspection.

7. **Precinct Design, Layout and Coordination:** The MEC shall be responsible for configuration and coordination of the precinct design, traffic flow inside the precinct and placement of election equipment and other items within the designated precinct. The proposed layout will consider the number of registered voters assigned to said precinct and the number of recommended poll workers in an effort to streamline the voting process and minimize historically long lines and waiting.
8. **Public/Candidate Assistance, Voter Education and Troubleshooting for Election Officials:** The MEC shall serve as a resource for polling officials and other election related personnel prior to, during and after the City Election. The MEC staff members are professionals who are trained in election administration and who are experienced in the resolution of election related concerns. The MEC, when feasible, will coordinate all aspects of the election in coordination with City officials and in responding to questions, issues and concerns from candidate, polling officials, media representatives and the public prior to, on and after Election Day. The City of Montgomery has requested the MEC to undertake an aggressive Voter Education effort. The attached proposed budget contemplates \$20,000 for voter education.
9. **Coordination of Election Related Supplies and Ballot Distribution:** The MEC will coordinate the preparation and assimilation of election-related precinct supplies and the organization of ballot distribution. The MEC will coordinate all aspects of precinct supply preparation and will coordinate with the MEC designated delivery organization in having ballots, supplies and election equipment transported to each City precinct.
10. **Printing of the List of Registered Voters:** MEC will coordinate with the Montgomery County Board of Registrars in the printing and packaging of the Official List of Registered Voters for distribution to each precinct. MEC has designed a successful format for the List of Registered Voters that was successfully administered in the 2006 – 2014 Election Cycles. The successful format contemplates a three-ring booklet for use at each check-in table and the Help Desk at each precinct. The List of Registered Voters includes active voters listed on white pages and inactive voters listed on yellow pages. MEC shall retain a copy of the list for use on Election Day and will provide the City Clerk a copy of the comprehensive listing. Administrative and material costs may be charged to the City for this component of Election Administration.

11. Equipment and Ballot Supply Delivery: The City of Montgomery shall use and employ the contracted services of Pro Movers and Storage, the entity selected by the Montgomery County Commission via competitive bid, to deliver all election equipment, supplies, ballots and related items to the designated City precincts. Pro Movers, a professional organization with election-related expertise, is bonded and has experience in Montgomery County, Alabama. Pro Movers charges \$268 per precinct for the delivery, set-up, take-down and return of election equipment to MEC. The City of Montgomery agrees to work with the MEC in insuring cooperation and collaboration in confirming a delivery schedule for the City election(s). Typically the delivery of election equipment, ballots and related supplies begins a week prior to the election. The cost for this service is in addition to those set forth in Paragraph One (1) above.

12. Pre-Election Planning and Coordination: The MEC will conduct weekly status meetings with the City Clerk and designated City officials/representatives beginning the six weeks prior to each election. The weekly conference and planning meetings will be called by the City Clerk, at her discretion, and conducted at the MEC and will provide all parties an update on the planning and coordination for the City Election. The sessions will be planned for one hour. Notice will be provided electronically to participating parties of the election-related meetings, issues and proposed agenda prior to each session.

13. Polling Official Training: The MEC will develop, administer and conduct all aspects of training for polling officials. Training sessions and workshops for precinct leaders will be conducted at the MEC in advance of the official poll worker training. MEC will also conduct the statutorily prescribed poll worker training in a format that will enhance the experience of the polling official during such training.

Training will be conducted by experienced MEC staff and the format shall include interactive and electronic components, question and answer sessions and shall be uniformly administered. Printed materials, guides and workbooks will be designed and distributed by the MEC during the training sessions.

Senior polling officials typically expect refreshments to be served during training sessions. MEC encourages the provision of such refreshments by the City as such refreshments enhance the morale of the attending polling officials; however, the cost of such refreshments will be borne by the City of Montgomery. MEC will coordinate with the City and provide a recommended budget for this accommodation to polling officials.

14. Election Day Support and Coordination: The MEC will coordinate and administer all aspects of Election Day support, troubleshooting and election administration. The City will agree to provide adequate personnel from the Montgomery Police Department to assist in the delivery of Precinct Chief Inspector packages prior to Election Day, in assisting the delivery of designated items to precincts on Election Day, for site support for each Precinct at various times during Election Day and in the return of tabulation cards to the MEC upon the closing of each precinct.

The City will provide dispatch and communication personnel for assistance at the MEC on Election Day. The MEC will provide coordinated election administration from 125 Washington Avenue and shall be responsible for the resolution of any complaints, concerns and related matters directed to the MEC during the administration of the City election.

15. Election Return Coordination: The MEC shall be responsible for the design and coordination of Election Night returns and tabulation. This activity will be conducted at 125 Washington Avenue and will be administered in coordination with City Officials and designated representatives. Security, traffic control, street closure, tent rental, return assistance and related components will be administered with the assistance of City officials and the participation and cooperation of the Montgomery Police Department.

16. Points of Contact: In an effort to streamline communication between the City of Montgomery and the Montgomery Election Center, the two designated contacts listed below will serve as official representatives between the two entities to ensure the continuity of services and efficiency in administration.

Daniel Baxter
Director of Elections
125 Washington Avenue
Montgomery, 36104
334.832.7744

Brenda Blalock
City Clerk
103 North Perry Street
Montgomery 36104
334.241.2195

17. Other Costs and Accommodations: The City of Montgomery shall be responsible for all costs associated with mailing, official public notices, printing and publications, polling official expenses and related unforeseen or emergency related costs that may be incurred during the administration of the 2015 City Election. All parties will work in the spirit of collaboration and good faith in the administration of this/these election(s).

Executed this the ____ day of _____, ____.

FOR THE CITY OF MONTGOMERY:



Todd Strange, Mayor



Charles Linright, Chairman

FOR MONTGOMERY COUNTY:



Steven L. Reed, Probate Judge

Elton Dean, Chairman

2015 MUNICIPAL ELECTION BUDGET ESTIMATE

Professional Services/Equipment	General	Run-off
Tabulators		
37 Precincts w/2 Tabulators @ \$300 per tabulator	\$22,200	\$22,200
9 Precincts w/3 Tabulators @ \$300 per tabulator	\$8,100	\$8,100
Automarks		
46 Precincts w/2 AutoMARKs @ \$200 per AutoMARK	\$18,400	\$18,400
Temporary Election Assistance		
Temporary election personnel	\$12,000	\$12,000
Voter Education		
Voter Education and Outreach	\$20,000	
Subtotal: Professional Services/Equipment	\$80,700	\$60,700
<i>Includes: Comprehensive services for General and Run-off (If necessary) Elections. Associated supplies include AutoMARK cartridges, Tabulator paper rolls and security seals. Full election administration, tabulation, reporting, testing and customer service for voters, including absentee voting and a comprehensive voter education and outreach initiative.</i>		
Ballots and Programming		
50,000 @ .31¢ per ballot	\$15,500	\$15,500
Programming	\$3,800	\$3,800
Shipping	\$1,700	\$1,700
Subtotal: Ballots/Programming and Shipping	\$21,000	\$21,000
<i>Includes: Ballot proofing, programming and testing all ballot types with associated tabulators and AutoMARKS. All ballots will be shipped from ballot vendor to the Election Center.</i>		
Materials/Supplies/Election Day Personnel		
<i>Each of the 46 precincts and 1 absentee precinct will receive a Record of Election Box that will contain all printed supplies, forms, envelopes, poll lists, voter lists and all other items associated with the processing of voters on Election Day. Also, each precinct will be provided duct tape, swabs, signage, pens, markers and related items associated with the conduct of Election Day activities.</i>	\$14,100	\$14,100
Provisional Supplies		
Each of the 46 precincts and 1 absentee precinct will receive one (1) Provisional Kit which includes envelopes, ballot box and related items/forms for processing provisional voters.	\$2,350	\$2,350
List of Registered Voters		

Each of the 48 precincts will received an Active Voter's List (AVL) of registered voters associate with the respective precinct. List will include paper, binding, covers, assembly. Each AVL will be bound and organized in booklet format. The City Clerk will receive the AVL on disk for reference.	\$4,800	\$4,800
Election Day Personnel (Polling Officials)		
Precinct Election Officials	\$70,000	\$70,000
Training Booklet	\$3,000	
Refreshments	\$1,000	\$1,000
Postage		
Postage includes mailing new voter registration cards/voter guide, absentee and voter correspondence.	\$125,000	\$5,000
Public Notice		
Public Notice of Election, Polling Location Changes, Polling Officials, List of Registered Voters	\$45,000	
Communications		
Telephone and related communication costs for election preparation and administration	\$5,000	\$5,000
Transportation		
Site Visits and related expenses.	\$1,500	\$1,000
Additional Supplies		
Accessibility Supplies – signature shields, braille voting instructions, information buttons, etc.	\$3,500	
Absentee Supplies	\$2,500	
Privacy Cardboard Dividers	\$5,000	
Precinct Mapping Supplies	\$3,000	
Printing and Supplies	\$5,000	
Subtotal: Materials/Supplies/ Election Day Personnel	\$290,750	103,250
Subtotal of Primary Categories	\$392,450	\$184,950
Grand Total (2 Elections)	\$577,400	

COUNTY TAX LEVIES FOR THE YEAR 2015

RESOLUTION #1

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that for the purpose of paying the expenses of Montgomery County for the current tax year, there is hereby levied for the tax year 2015, a tax of fifty cents upon each \$100.00 of taxable property in said County liable or subject to taxation for the year 2015, which began with October, 2014.

RESOLUTION #2

RESOLVED, that it is hereby ordered by this County Commission of Montgomery County, that for the purpose of paying any debt or liability now existing incurred for erection, construction or maintenance of necessary public buildings, bridges, or roads, there is hereby levied a special tax of twenty-five cents upon each \$100.00 of taxable property subject to or liable to taxation in said County for the tax year 2015, which began with October, 2014.

RESOLUTION #3

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that there be and is hereby levied in the County of Montgomery, Alabama, effective on June 1, 1951, an excise tax of one-cent per gallon upon the sale of gasoline and other motor fuels, as defined in said Act of the Legislature of Alabama, approved May 30, 1951. The proceeds of said tax when collected by this Commission, less the cost of the collection of same, shall be paid monthly to the custodian of County school funds of Montgomery County, to be used for the maintenance and operation of the public school system of said Montgomery County, Alabama.

RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Monday, February 2, 2015, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2014-2015, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Monday, February 2, 2015, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2014-2015, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

RESOLUTION # 6

There is hereby levied upon all property and subjects of taxation within Montgomery County for the tax year that began October 1, 2014 (for which tax year taxes become due and payable on October 1, 2015), and for each succeeding tax year thereafter as set forth below, the following:

A special countywide tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, for a period of twenty (20) consecutive years beginning with the levy of the tax that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 1 of Amendment No. 3 of the said Constitution and the said election held in Montgomery County, Alabama, on November 2, 2004.

RESOLUTION # 7

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries of which are coterminous with the corporate limits of the City of Montgomery), for the tax year that began October 1, 2014 (for which tax year taxes become due and payable on October 1, 2015), and for each succeeding tax year thereafter for the remaining period of ten (10) consecutive years a special district school tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, beginning with the levy that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 2 of Amendment No. 3 of the said Constitution and the said election held on November 2, 2004.

RESOLUTION #8

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 1 (the boundaries outside the corporate limits of the City of Montgomery excluding the Town of Pike Road) and Montgomery County School District No. 4 (Town of Pike Road) for the tax year that began October 1, 2014 (for which tax year taxes become due and payable on October 1, 2015), a special district school tax at the rate of six and one-half (6-1/2) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

RESOLUTION #9

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries inside the corporate limits of the City of Montgomery excluding the areas not receiving all city services) and Montgomery County School District No. 3 (the areas inside the corporate limits of the City of Montgomery not receiving all city services) for the tax year that began October 1, 2014, (for which tax year taxes become due and payable on October 1, 2015) a special district school tax at the rate of three (3) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.



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

January 26, 2015

M E M O R A N D U M

TO: Montgomery County Commission

FROM: DiDi Henry
 Public Affairs Director

SUBJECT: Resolution Requests

I have received requests for two resolutions and am requesting that both be placed on the February 17, 2015 agenda.

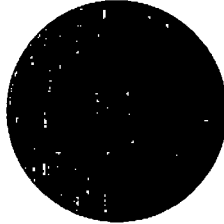
- * The first is an annual request by the Alabama Chapter of the Association of Government Accountants (AGA) to declare the month of March as **Certified Government Financial Manager Month**. The AGA is a professional organization which has a network of 15,000 members in 100 chapters in the United States and around the world.

The second request is from the Montgomery County District Attorney's Office, asking that the Commission proclaim Tuesday, February 17, 2015, as: "*Montgomery County Never Forgets Day*" in support of those reported missing in our county. An astounding 2,300 Americans are reported missing every day, including both adults and children. There are currently 11 known families in Montgomery County who are experiencing the profound devastation of a missing loved one.

Thank you for your consideration.

Montgomery County Commission

A County Older Than The State



*Established 1816
Montgomery, Alabama*

Resolution

WHEREAS, the Alabama Chapter of the Association of Government Accountants (AGA) is a professional organization, which has a network of 15,000 members in 100 chapters in the United States and around the world and approximately 365 active members representing state, federal, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, AGA Alabama Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years,

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission, does hereby proclaim the month of March 2015 as: ***CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH*** in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 17th day of February, 2015.



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

January 26, 2015

M E M O R A N D U M

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Resolution Requests

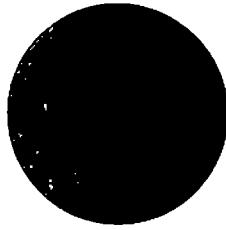
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Thank you for your consideration.

Montgomery County Commission
A County Older Than The State



Established 1816
Montgomery, Alabama

Resolution

WHEREAS, reports of missing persons across the United States have increased six-fold in the past 25 years, from roughly 150,000 in 1980 to about 900,000 in 2014; and

WHEREAS, an astounding 2,300 Americans are reported missing every day, including both adults and children; and

WHEREAS, for the families of those missing, the growing realization that a loved one cannot be located, causes them great distress and growing concern for their safety and the circumstances which led to their disappearance; and

WHEREAS, there are currently 11 known families in Montgomery County who are experiencing the profound devastation of a missing loved one; and for these families time has stood still as they await answers to their disappearance; and

WHEREAS, the Montgomery County Commission pledges to never forget these grieving families or their missing loved ones,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission hereby acknowledges those missing in Montgomery County by providing initiatives to assist law enforcement and the families. Furthermore, the Montgomery County Commission proclaims February 17, 2015, as:

“Montgomery County Never Forgets Day”

in support of all those missing in our county, and challenges all the counties in the State of Alabama to never forget and to never quit searching until all the missing have been returned home to their loved ones.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 17th day of February, 2015.

12-2



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

January 26, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2015

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2015. The first would be scheduled for late February with the American Red Cross and the other later in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads, at their discretion, to give employees who actually donate blood, four hours of administrative leave for having donated. This time off must be scheduled in advance with the department head or supervisor.

It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives. I am requesting that this request be placed on the February 17th meeting agenda. Your approval of this request is appreciated.

Thank you.

January 26, 2015

Montgomery County Commission
ATTN: Donald L. Mims
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims,

I am writing in regard to the term of Wayne G. Hatcher for the Pintlala Water and Fire Protection Authority. He has expressed a desire to be reappointed to the board again.

Thank you for your help in this matter of reappointment of Wayne G. Hatcher.

Sincerely,

A handwritten signature in dark ink, appearing to read "Cecil G. Brendle", written over a horizontal line.

CECIL G. BRENDLE

CGB/fp

Pintlala Water & Fire Protection Authority

Members:

Term Expires:

L. E. Ward
Hope Hull, AL 36043

3/1/2017

Cecil Brendle
Hope Hull, AL 36043

3/1/2019

*

Wayne G. Hatcher
Hope Hull, AL 36043

3/1/2015

Cc: Chairman (Brendle)

Term: 6 years

Enhanced 9-1-1/Rural Addressing Montgomery County Alabama

DATE: January 28, 2015

TO: Montgomery County ECD Board

FROM: Jane Brown, 9-1-1 Coordinator

RE: Smart 911 Payment

In June 2014, the Sheriff's Office purchased a system from AT&T called Smart911. This system is a service where citizens go to a website, "Smart911.com" and enter information about themselves, their family members, their homes and workplaces, medical conditions and other pertinent information. For citizens with special needs such as oxygen supplies, dialysis and other conditions that could need help in an emergency, that information could be stored in the Smart 911 database as well. Residents build their Safety Profile on a secure and private data repository, registering the life-saving information they want to make available to 9-1-1 in the case of an emergency. When the user initiates a 9-1-1 call from a registered phone number, the data automatically displays on the call takers work station, helping them respond more quickly and effectively.

This system is on the state contract list, contract number 4013017, under the T301 Cellular contract.

After this was purchased and installed in the Sheriff's Office, the invoice was submitted to the ECD with a request that it be paid from 9-1-1 funds. This is an expense that is allowed to be paid from 9-1-1 funds. The amount we are being asked to pay is the yearly maintenance fee for two licenses for a total of \$12,900 annually.

I am requesting authorization from the Emergency Communications District Board to pay this invoice.

Thank you for your consideration of this request.

Jane Brown Reed, Addressing Coordinator



INVOICE

Remit To: AT&T Mobility
SEI Processing
PO Box 5085
CAROL STREAM, IL 60197-5085

Customer Number	005730721
Transaction Type	Debit Memo
Transaction Number	14858115
Transaction Date	06-JAN-2015
Web Order Number	ETPB8897940050
PO Number	
Sales Order Number	N096-OF-15183
Sales Order Date	06-JAN-2015
Pages	1 of 2

Sold To: COUNTY OF MONTGOMERY
100 S LAWRENCE STREET
Montgomery, AL 36104

Ship To: SEI Montgomery County ECD
101 S LAWRENCE ST
MONTGOMERY, AL 36104-4268

Payment Term ABS NET 30	Due Date 05-FEB-2015	Sales Representative YEAGER, JOSHUA	Carrier	Tax CLIN
----------------------------	-------------------------	--	---------	----------

Line #	Item #	Description/Comments	CTN #	Line Type	Ordered Qty	Shipped Qty	Taxable Unit Price	Net Unit Price	Extended Amount
1	30720	PAYMENT TENDER CHANGE BAN to SEI : invoice 337514232 YODA#N096-OY-257665 for \$12,900.00 BAN287259029348 to SEI#005730721 CTN N/A CREDIT #N096-OF-15181 DEBIT #N096-OF-15183 CASE#CM20141209_97661867		S	1	1	\$0.00	\$12,900.00	\$12,900.00

Rave Smart911 Annual Seat
Qty: 2 at \$6,450.00
Transaction: N096-Y-258695
Product ID:42020

Tender : AR \$12,900.00

Sub Total	\$12,900.00
Tax	\$0.00
Total	\$12,900.00

Restocking fees apply on all devices See our complete return policy at www.att.com/returns Early Termination Fee (att.com/equipmentETF) up to \$325 applies after 14 days (30 days for CRUs under an AT&T business agreement) Other Monthly Charges/line may include a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, federal and state universal svc charges, and other gov't assessments on AT&T. These are not taxes or gov't req'd charges.

For Inquiries contact 1-877-275-4679. AT&T will exchange/refund one device per purchase up to 14 days from shipping date of device; Corporate Responsibility Users under an AT&T business agreement have 30 days for devices other than tablets

15-2

REMITTANCE SLIP



Remit To:

AT&T Mobility
SEI Processing
PO Box 5085
CAROL STREAM, IL 60197-5085

Customer Number	005730721
Transaction Type	Debit Memo
Transaction Number	14858115
Transaction Date	06-JAN-2015
Payment Term	ABS NET 30
Due Date	05-FEB-2015
Total Amount Due	\$12,900.00
Amount Paid	

Please return this remittance slip along with payment.
Please ensure Remit to address is located within envelope window.

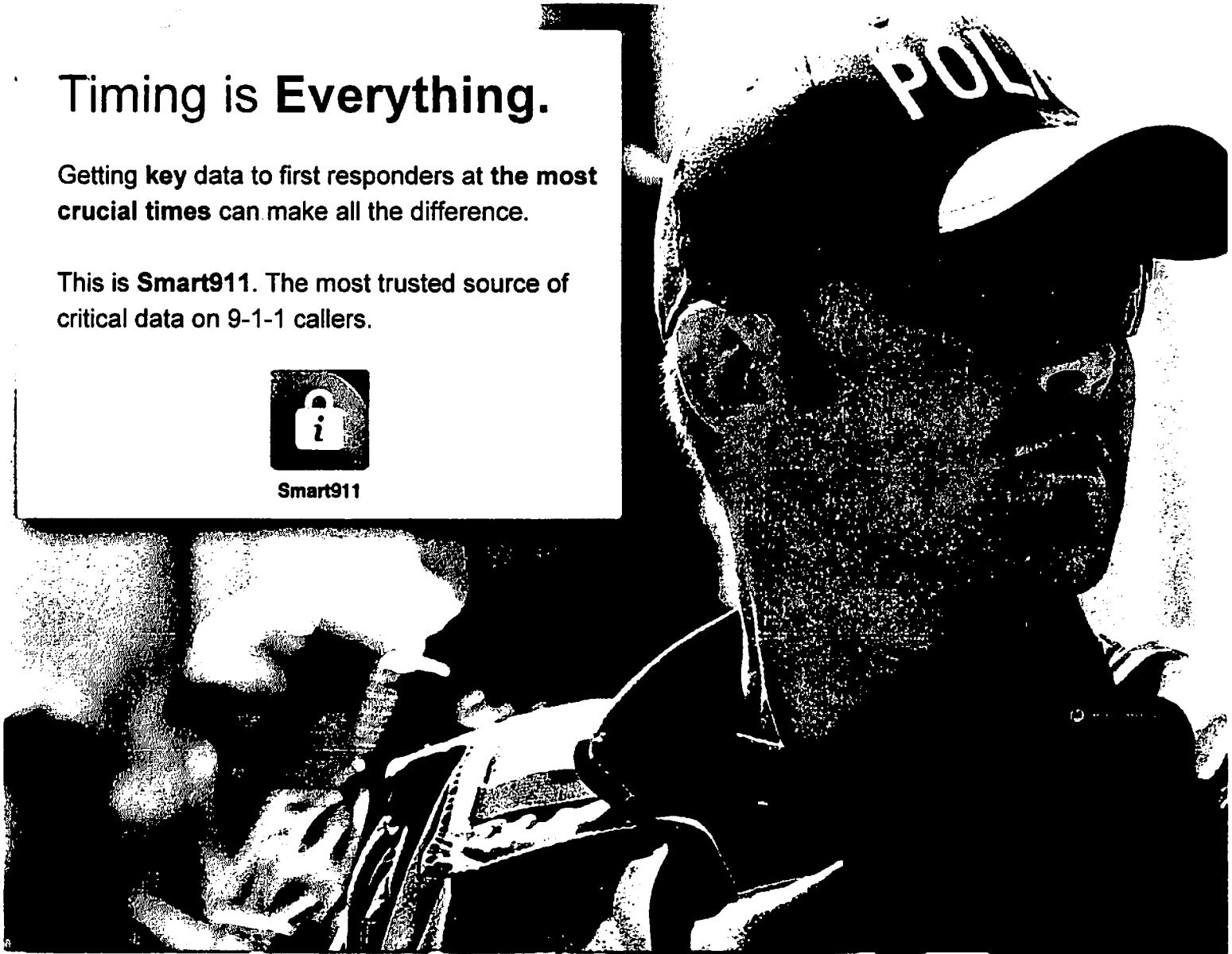
Timing is Everything.

Getting key data to first responders at the most crucial times can make all the difference.

This is Smart911. The most trusted source of critical data on 9-1-1 callers.



Smart911



Smart911 Proposal of Service

Expires: July 31, 2014

Presented by AT&T

Offered through the State of Alabama T301 Cellular Contract

Joshua Yeager
Account Manager – AT&T

Patrick Hancock
Account Manager – AT&T



Rave

MOBILE SAFETY Safe. Secure. Connected.™

15-4

Contents

Objective	3
Smart911 Overview.....	3
Real World Use Cases.....	3
Confused or disabled caller	4
Deaf or hard-of-hearing caller.....	4
Severe Allergies	4
How Smart911 Works	4
Scope of Services.....	5
Training and Support.....	6
Montgomery County e911 – Responsibilities	7
Software Costs & Professional Fees.....	8

Objective

The objective of this proposal is to implement Rave Mobile Safety's Smart911 service for use by Montgomery County e911. This solution is unique and sole source-able based on Smart911's unique patented technology, proven success, and ubiquitous capabilities across calling devices and unique relationships with wireless service providers. Smart911 will provide call takers, dispatchers and first responders with additional critical caller data about subscribed callers in order to speed response times and improve response effectiveness. This proposal includes integration of the Smart911 service into Montgomery County e911 configuration of the hosted Smart911 service, yearly maintenance and hosting of the Smart911 service, access to the Smart911 First responder/dispatcher portal, installation of the Smart911 client on selected workstations and necessary technical support and user training. Additionally, Rave Mobile Safety will provide Montgomery County e911 with a marketing kit designed to help promote the program. This proposal also outlines the responsibilities of Montgomery County e911 to ensure project success.

Smart911 Overview

Smart 911 – this is a service whereby citizens go to a website – “Smart911.com” – and enter information about themselves, their family members, their homes and workplaces, medical conditions, and other pertinent information. For citizens with special needs such as oxygen supplies, dialysis, and other conditions that could need help in an emergency, that information could be stored in the Smart 911 database as well.

Real World Use Cases

The following outline real world use cases where Smart911 can play a critical role in the end-to-end emergency response.



Missing Child

With Smart911, the 9-1-1 operator can see a high quality photo of the missing child, issue an Amber Alert and forward the photo to field officers immediately after the call. A map of the child's last known location is included.



Confused or disabled caller

With Smart911, the 9-1-1 operator can view the medical profile of a confused or disabled caller. If an Alzheimer's sufferer cannot remember his/her home address or an Asthma sufferer is unable to speak, the 9-1-1 center will still be able to effectively dispatch help.



Deaf or hard-of-hearing caller

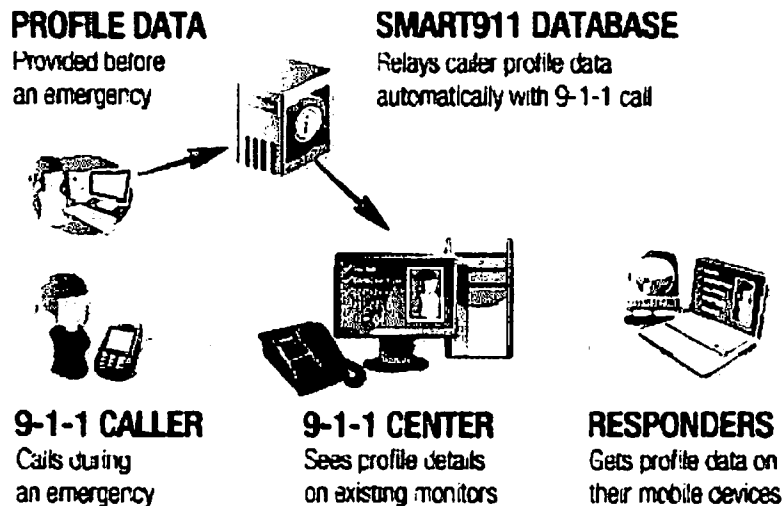
Over 20 million Americans are hard-of-hearing. For these people and anyone else who may have trouble communicating with a 9-1-1 dispatcher over the phone, Smart911 offers an innovative way to both preload data and communicate via SMS.



Severe Allergies

With Smart911, anytime you dial 9-1-1 the operator will see your name, allergy, and current location on-screen. Even if you're unable to speak, EMS will be dispatched to your location with an EpiPen in hand

How Smart911 Works



Residents build their Safety Profile on a secure and private data repository, registering the life-saving information they want to make available to 9-1-1 in the case of an emergency. When the user initiates a 9-1-1 call from a registered phone number, the data automatically displays on the call takers work station, helping them respond more quickly and effectively.

Scope of Services

A summary of the components being delivered and the services involved in a deployment follows.

Smart911 Components

- > Smart911.com citizen registration portal
 - Hosted, secure web site enabling citizens to register and maintain their account data
 - Unlimited citizens can register and manage their profiles at no cost
- > Smart911 SaaS Server
 - Hosted, secure online emergency additional data service that maintains subscriber account profiles and provides results to CPE Server (or Client Workstation app / First Responder Portal) when queried.
 - Optional location module providing wireless phone locations on some wireless carriers
- > Smart911 First Responder Portal
 - Hosted, secure online portal providing first responder and dispatchers access to subscriber account profiles for active cases based on userid, password and case ticket number (which is generated by Smart911)
- > Smart911 CPE Server Software
 - Software installed on local server which listens to the ALI spill, queries the Smart911 SaaS Server and broadcasts results on the local network to the Smart911 Workstation client.
- > Smart911 Client Workstation Application
 - Lightweight .exe installed on work station that interacts with CPE server to provide call taker or dispatcher with customer profile data via an embedded, pop-up web browser.
- > Smart911 Administration Portal
 - Hosted, secure online portal providing administrative functions such as user management and reporting.
- > Smart911 SMS (Optional Deployment)
 - Hosted service providing direct and threaded SMS communication between a caller and call taker

Deployment Services

The following steps will be performed to implement these components:

- > Perform the necessary set up and configurations to track citizen registrations and PSAP usage data for reporting purposes
- > Facilitate installation of the Smart911 Client Workstation Application on all call taker workstations (either CAD or Admin stations)
- > Perform the necessary configurations and testing to provide secure access from the Smart911 CPE Server(s) and Smart911 Client Workstation Applications to the Smart911 SaaS XERDS Server.
- > Work with Montgomery County e911 to install the Smart911 CPE Server Software on dedicated server(s), connect the server via serial port to the CAD/ALI Spill at necessary locations, and make the necessary configurations to ensure proper parsing of the ALI spill.
- > Perform testing to ensure proper configuration and handling of profile display on correct workstations
- > Set up and provide access information for administrative accounts

Training and Support

To ensure successful operation of the system and integration into various state workflows and processes, Rave will provide the following additional training and support services:

- > Provide training tools (Powerpoint decks, Administration Guide, Online Training etc)
- > Provide online reviews as needed for new feature deployments
- > Provide 24x7 phone and email technical support as well as 8x5 phone and email support for non-critical support questions
- > Provide sample SOPs and FAQ documents

Marketing Services

To ensure maximum registration of citizens throughout the county, Rave Mobile Safety will provide the following tools:

- > **Marketing best practices** and communication channel overview
- > **Marketing asset templates**, including web banners for municipal web sites, press kit, and example newsletters for schools and community outreach groups

Montgomery County e911 – Responsibilities

This project requires technical and operational support within Montgomery County e911 as well as marketing support across the supported communities to ensure success. The following outlines expected functions to be performed in support of the Smart911 deployment:

- > **Project management** and executive support
- > **Integration of information** available from Smart911 into the correct PSAP procedures and best practices as well as any training required to ensure proper implementation of those procedures
- > **Support for the technical deployment** (see “Rave Smart911 Administration Guide” for requirements), including purchasing the necessary server hardware and internet connectivity.
- > **Broad public awareness campaign** to ensure citizen adoption. Examples include: inclusion of registration links on community web sites; inclusion of registration reminders in written communications with citizens; email marketing campaigns; and distribution of registration information through community channels such as schools, elderly centers, hearing disabled communities and libraries.

Software Costs & Professional Fees

*This quote provides pricing and is valid until July 31, 2014. Smart911 is made available through the State of Alabama T301 Cellular contract. Installation is waived on a three year commitment.

Licensed Application Fee(s)

	# of Workstations	Annual License Fee per Position	Annual License Fee
Smart911 License	2	\$6450	\$12,900
Early Adopter – Smart911 License	2	\$0	\$0
Total number of workstations/licenses	4		
Annual License Fee(s):			\$12,900

One-time Set up Fee(s)

	One Time Set up Fee
Smart911 Set-up and Configuration	\$9,250
Early Adopter Discount	(\$9,250)
One Time Set up Fee(s):	Waived Installation

Fee Schedule:

	Year One	Year Two	Year Three
Total Annual Fees:	\$12,900	\$12,900	\$12,900

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II TT

Date: January 29, 2015

Subject: Amendment No. 7 to Contract 52110-058-037
Preventive Maintenance on Security System

Request that approval of the attached Amendment No. 7 extending the period of the contract for Preventive Maintenance on the Security Cameras, Doors, Lock and any other Security Components with the County Buildings be placed on a future County Commission agenda.

Amendment No. 7 will extend the contract period for a three (3) month period beginning March 1, 2015 and will end on May 31, 2015. This contract extension will expire when a new Security System Maintenance Contract is executed between Norment Security Group, Inc., and the Montgomery County Commission prior to May 31, 2015.

Attachment

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

AMENDMENT
TO
CONTRACT FOR SECURITY SYSTEM MAINTENANCE

Amendment No.7

Date: February 17, 2015

Amendment No 7 to Contract for Security System Maintenance is hereby amended as follows:

-By extending the Contract period for three (3) months, beginning on March 1, 2015 and ending on May 31, 2015. This contract extension will expire when a new Security System Maintenance Contract is executed between Norment Security Group, Inc., and the Montgomery County Commission prior to May 31, 2015

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

WITNESS:

NORMENT SECURITY GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 28, 2015

SUBJECT: Invitation to Bid No. 51901-15B-014,
Toner Cartridges

Request approval of award on the above referenced Invitation to Bid, to the low bid of The Office Pal in the amount of \$62,178.48, be placed on a future agenda. (Copy of spread sheet attached)

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

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		BID # 6	
INVITATION TO BID NO 51901-15B-014				THE OFFICE PAL P O BOX 2 LAKEWOOD, NJ 08701		CAROLINA IMAGING 4210 BEECHWOOD DR GREENSBORO, NC 27410		RASIX COMPUTER CTR DBA ACADEIC SUPPLIER 3519 MAIN ST CHULA VISTA, CA 91911		THE TREE HOUSE, INC P O BOX 413 NORWOOD MA 02062		GULF COAST OFFICE 898 PLANTATION WAY MONTGOMERY, AL 36117		ABC LASER USA 6000-G UNITY DR NORCROSS, GA 30071	
DATE ISSUED JANUARY 15, 2015															
DATE OPENED JANUARY 28, 2015															
SUPPORT SERVICES															
TERMS OF PAYMENT /DISCOUNT:															
DELIVERY DATE															
ITEM NO	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BROTHER TN-420	EA	8	\$26.69	\$213.52	\$30.00	\$240.00	\$30.74	\$245.92	\$30.25	\$242.00	\$31.88	\$255.04	\$32.30	\$258.40
2	BROTHER TN-580	EA	8	\$81.32	\$650.56	\$82.00	\$656.00	\$84.19	\$673.52	\$82.70	\$661.60	\$87.32	\$698.56	\$88.90	\$711.20
3	BROTHER TN-330	EA	8	\$33.04	\$264.32	\$34.00	\$272.00	\$34.21	\$273.68	\$33.65	\$269.20	\$35.47	\$283.76	\$36.35	\$290.80
4	BROTHER TN-620	EA	8	\$49.92	\$399.36	\$51.00	\$408.00	\$51.67	\$413.36	\$50.80	\$406.40	\$53.60	\$428.80	\$54.60	\$436.80
5	BROTHER TN-460	EA	8	\$66.41	\$531.28	\$55.00	\$440.00	\$68.76	\$550.08	\$67.50	\$540.00	\$71.32	\$570.56	\$72.20	\$577.60
6	BROTHER TN-350	EA	8	\$49.60	\$396.80	\$50.00	\$400.00	\$51.35	\$410.80	\$50.45	\$403.60	\$53.26	\$426.08	\$53.95	\$431.60
7	BROTHER TN-450	EA	8	\$45.33	\$362.64	\$46.00	\$368.00	\$46.93	\$375.44	\$46.10	\$368.80	\$48.67	\$389.36	\$49.30	\$394.40
8	CANON MP-20N	EA	8	\$10.00	\$80.00	\$84.00	\$672.00	\$122.89	\$983.12	\$115.95	\$927.60	\$117.90	\$943.20	\$153.00	\$1,224.00
9	CANON PFI-102MBK	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$64.95	\$519.60	\$69.70	\$557.60	\$60.75	\$486.00
10	CANON PFI-102Y	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$67.00	\$536.00	\$69.70	\$557.60	\$60.75	\$486.00
11	CANON PFI-102C	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$66.10	\$528.80	\$69.70	\$557.60	\$60.75	\$486.00
12	CANON PFI-102BK	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$67.00	\$536.00	\$69.70	\$557.60	\$60.75	\$486.00
13	CANON-PFI-104M	EA	8	\$55.00	\$440.00	\$60.00	\$480.00	\$64.08	\$512.64	\$66.55	\$532.40	\$69.70	\$557.60	\$60.75	\$486.00
14	DELL DLLJ9833	EA	8	\$40.00	\$320.00	\$40.00	\$320.00	\$81.90	\$655.20	\$81.95	\$655.60	\$79.83	\$638.64	\$84.40	\$675.20
15	DELL DLLRGCN6	EA	8	\$60.00	\$480.00	\$85.00	\$680.00	\$89.90	\$719.20	\$101.00	\$808.00	\$87.62	\$700.96	\$88.05	\$704.40
16	DELL DLLK4971	EA	8	\$30.00	\$240.00	\$53.00	\$424.00	\$69.90	\$559.20	\$70.45	\$563.60	\$68.15	\$545.20	\$72.05	\$576.40
17	HP C8766WN	EA	8	\$21.00	\$168.00	\$26.00	\$208.00	\$25.42	\$203.36	\$25.45	\$203.60	\$27.29	\$218.32	\$25.95	\$207.60
18	HP C936AN	EA	8	\$35.00	\$280.00	\$35.00	\$280.00	\$39.94	\$319.52	\$39.95	\$319.60	\$42.87	\$342.96	\$40.85	\$326.80
19	HP C9393A	EA	8	\$20.00	\$160.00	\$23.00	\$184.00	\$22.66	\$181.28	\$22.70	\$181.60	\$24.33	\$194.64	\$23.20	\$185.60
20	HP C9392AN	EA	8	\$20.00	\$160.00	\$23.00	\$184.00	\$22.66	\$181.28	\$22.70	\$181.60	\$24.33	\$194.64	\$23.20	\$185.60
21	HP C9391AN	EA	8	\$20.00	\$160.00	\$23.00	\$184.00	\$22.66	\$181.28	\$22.70	\$181.60	\$24.33	\$194.64	\$23.20	\$185.60
22	HP CC531A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
23	HP CC532A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
24	HP CC533A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
25	HP Q2670A	EA	8	\$10.00	\$80.00	\$69.00	\$552.00	\$110.00	\$880.00	\$124.85	\$998.80	\$134.05	\$1,072.48	\$123.90	\$991.20
26	HP Q2671A	EA	8	\$10.00	\$80.00	\$65.00	\$520.00	\$110.00	\$880.00	\$124.45	\$995.60	\$133.61	\$1,068.88	\$128.00	\$1,024.00
27	HP Q2672A	EA	8	\$10.00	\$80.00	\$65.00	\$520.00	\$110.00	\$880.00	\$124.45	\$995.60	\$133.61	\$1,068.88	\$128.00	\$1,024.00
28	HP Q2673A	EA	8	\$10.00	\$80.00	\$65.00	\$520.00	\$110.00	\$880.00	\$124.45	\$995.60	\$133.61	\$1,068.88	\$128.00	\$1,024.00

17-2

**Purchasing Department
Montgomery County Commission**

29	HP Q6470A	EA	8	\$115.00	\$920.00	\$130.00	\$1,040.00	\$124.87	\$998.96	\$124.85	\$998.80	\$133.37	\$1,066.96	\$123.90	\$991.20
30	HP Q6471A	EA	8	\$70.00	\$560.00	\$130.00	\$1,040.00	\$124.45	\$995.60	\$124.45	\$995.60	\$131.58	\$1,052.64	\$124.70	\$997.60
31	HP Q6472A	EA	8	\$70.00	\$560.00	\$130.00	\$1,040.00	\$124.45	\$995.60	\$124.45	\$995.60	\$131.58	\$1,052.64	\$124.70	\$997.60
32	HP Q6473A	EA	8	\$70.00	\$560.00	\$130.00	\$1,040.00	\$124.45	\$995.60	\$124.45	\$995.60	\$131.58	\$1,052.64	\$124.45	\$995.60
33	HP Q7581A	EA	8	\$100.00	\$800.00	\$120.00	\$960.00	\$135.00	\$1,080.00	\$160.60	\$1,284.80	\$172.42	\$1,379.36	\$165.15	\$1,321.20
34	HP Q7582A	EA	8	\$100.00	\$800.00	\$120.00	\$960.00	\$135.00	\$1,080.00	\$160.60	\$1,284.80	\$172.42	\$1,379.36	\$165.15	\$1,321.20
35	HP Q7583A	EA	8	\$100.00	\$800.00	\$120.00	\$960.00	\$135.00	\$1,080.00	\$160.60	\$1,284.80	\$172.42	\$1,379.36	\$165.15	\$1,321.20
36	HP C9720A	EA	8	\$129.00	\$1,032.00	\$140.00	\$1,120.00	\$155.00	\$1,240.00	\$168.05	\$1,344.40	\$180.44	\$1,443.52	\$166.75	\$1,334.00
37	HP C9721A	EA	8	\$165.00	\$1,320.00	\$160.00	\$1,280.00	\$165.00	\$1,320.00	\$227.70	\$1,821.60	\$219.00	\$1,752.00	\$225.40	\$1,803.20
38	HP C9722A	EA	8	\$165.00	\$1,320.00	\$160.00	\$1,280.00	\$165.00	\$1,320.00	\$227.70	\$1,821.60	\$219.00	\$1,752.00	\$225.40	\$1,803.20
39	HP C9723A	EA	8	\$165.00	\$1,320.00	\$160.00	\$1,280.00	\$165.00	\$1,320.00	\$227.70	\$1,821.60	\$219.00	\$1,752.00	\$225.40	\$1,803.20
40	HP Q5950A	EA	8	\$150.00	\$1,200.00	\$157.00	\$1,256.00	\$167.75	\$1,342.00	\$167.75	\$1,342.00	\$180.10	\$1,440.80	\$172.05	\$1,376.40
41	HP Q5951A	EA	8	\$190.00	\$1,520.00	\$199.00	\$1,592.00	\$200.00	\$1,600.00	\$238.50	\$1,908.00	\$256.10	\$2,048.80	\$244.65	\$1,957.20
42	HP Q5952A	EA	8	\$170.00	\$1,360.00	\$199.00	\$1,592.00	\$200.00	\$1,600.00	\$238.50	\$1,908.00	\$256.10	\$2,048.80	\$244.65	\$1,957.20
43	HP Q5953A	EA	8	\$170.00	\$1,360.00	\$199.00	\$1,592.00	\$200.00	\$1,600.00	\$238.50	\$1,908.00	\$256.10	\$2,048.80	\$244.65	\$1,957.20
44	HP CE321A	EA	8	\$54.00	\$432.00	\$51.50	\$412.00	\$51.93	\$415.44	\$51.95	\$415.60	\$55.75	\$446.00	\$52.45	\$419.60
45	HP CE322A	EA	8	\$54.00	\$432.00	\$51.50	\$412.00	\$51.93	\$415.44	\$51.95	\$415.60	\$55.75	\$446.00	\$52.45	\$419.60
46	HP CE323A	EA	8	\$54.00	\$432.00	\$51.50	\$412.00	\$51.93	\$415.44	\$51.95	\$415.60	\$55.75	\$446.00	\$52.45	\$419.60
47	HP CE320A	EA	8	\$57.00	\$456.00	\$53.10	\$424.80	\$54.59	\$436.72	\$54.60	\$436.80	\$58.61	\$468.88	\$55.15	\$441.20
48	HP CE252A	EA	8	\$200.00	\$1,600.00	\$173.00	\$1,384.00	\$204.45	\$1,635.60	\$204.45	\$1,635.60	\$219.51	\$1,756.08	\$209.70	\$1,677.60
49	HP CE253A	EA	8	\$200.00	\$1,600.00	\$173.00	\$1,384.00	\$204.45	\$1,635.60	\$204.45	\$1,635.60	\$219.51	\$1,756.08	\$209.70	\$1,677.60
50	HP CP3525X	EA	8	\$200.00	\$1,600.00	\$173.00	\$1,384.00	\$204.45	\$1,635.60	\$204.45	\$1,635.60	\$219.51	\$1,756.08	\$209.70	\$1,677.60
51	HP CE250X	EA	8	\$140.00	\$1,120.00	\$123.00	\$984.00	\$151.08	\$1,208.64	\$151.10	\$1,208.80	\$162.20	\$1,297.60	\$152.60	\$1,220.80
52	HP Q2612A	EA	8	\$60.00	\$480.00	\$55.00	\$440.00	\$56.50	\$452.00	\$57.00	\$456.00	\$59.99	\$479.92	\$60.70	\$485.60
53	HP CC530AD	EA	8	\$140.00	\$1,120.00	\$142.00	\$1,136.00	\$95.08	\$760.64	\$136.30	\$1,090.40	\$143.98	\$1,151.84	\$137.55	\$1,100.40
54	HPCC531A	EA	8	\$95.00	\$760.00	\$88.00	\$704.00	\$93.72	\$749.76	\$88.00	\$704.00	\$100.63	\$805.04	\$94.65	\$757.20
55	HP CC364X	EA	8	\$220.00	\$1,760.00	\$224.00	\$1,792.00	\$236.33	\$1,890.64	\$236.30	\$1,890.40	\$253.72	\$2,029.76	\$250.55	\$2,004.40
56	HP C4127X	EA	8	\$90.00	\$720.00	\$89.00	\$712.00	\$99.00	\$792.00	\$138.50	\$1,108.00	\$99.00	\$792.00	\$137.45	\$1,099.60
57	HP C8061X	EA	8	\$90.00	\$720.00	\$89.00	\$712.00	\$99.00	\$792.00	\$138.50	\$1,108.00	\$148.70	\$1,189.60	\$142.10	\$1,136.80
58	HP Q1338A	EA	8	\$120.00	\$960.00	\$121.50	\$972.00	\$130.00	\$1,040.00	\$145.10	\$1,160.80	\$155.77	\$1,246.16	\$143.60	\$1,148.80
59	HP Q5942X	EA	8	\$188.00	\$1,504.00	\$189.00	\$1,512.00	\$212.91	\$1,703.28	\$212.90	\$1,703.20	\$199.00	\$1,592.00	\$225.15	\$1,801.20
60	HP CE505A	EA	8	\$99.00	\$792.00	\$66.50	\$532.00	\$68.00	\$544.00	\$65.00	\$520.00	\$73.35	\$586.80	\$70.10	\$560.80
61	HP CE505X	EA	8	\$120.00	\$960.00	\$116.50	\$932.00	\$125.35	\$1,002.80	\$125.35	\$1,002.80	\$119.00	\$952.00	\$126.60	\$1,012.80
62	HP CF280A	EA	8	\$110.00	\$880.00	\$83.00	\$664.00	\$79.10	\$632.80	\$79.10	\$632.80	\$84.91	\$679.28	\$81.15	\$649.20
63	HP CE410A	EA	8	\$79.00	\$632.00	\$69.00	\$552.00	\$64.62	\$516.96	\$64.65	\$517.20	\$69.38	\$555.04	\$66.00	\$528.00
64	HP CE411A	EA	8	\$99.00	\$792.00	\$86.00	\$688.00	\$92.06	\$736.48	\$88.00	\$704.00	\$98.83	\$790.64	\$94.45	\$755.60
65	HP CE412A	EA	8	\$99.00	\$792.00	\$86.00	\$688.00	\$92.06	\$736.48	\$88.00	\$704.00	\$98.83	\$790.64	\$94.45	\$755.60

17-3

**Purchasing Department
Montgomery County Commission**

66	HP CE413A	EA	8	\$99.00	\$792.00	\$86.00	\$688.00	\$92.06	\$736.48	\$88.00	\$704.00	\$98.83	\$790.64	\$94.45	\$755.60
67	HP CD971AN	EA	8	\$17.00	\$136.00	\$17.00	\$136.00	\$16.54	\$132.32	\$16.55	\$132.40	\$17.76	\$142.08	\$16.90	\$135.20
68	HP CH634AN	EA	8	\$8.00	\$64.00	\$8.00	\$64.00	\$7.49	\$59.92	\$7.50	\$60.00	\$8.04	\$64.32	\$8.15	\$65.20
69	HP CH635AN	EA	8	\$8.00	\$64.00	\$8.00	\$64.00	\$7.49	\$59.92	\$7.50	\$60.00	\$8.04	\$64.32	\$8.15	\$65.20
70	HP CH636AN	EA	8	\$8.00	\$64.00	\$8.00	\$64.00	\$7.49	\$59.92	\$7.50	\$60.00	\$8.04	\$64.32	\$8.15	\$65.20
71	HP C9385AN	EA	8	\$18.00	\$144.00	\$21.00	\$168.00	\$19.62	\$156.96	\$19.65	\$157.20	\$20.97	\$167.76	\$20.50	\$164.00
72	HP C9386AN	EA	8	\$13.00	\$104.00	\$15.00	\$120.00	\$14.55	\$116.40	\$14.60	\$116.80	\$15.55	\$124.40	\$15.25	\$122.00
73	HP C9387AN	EA	8	\$13.00	\$104.00	\$15.00	\$120.00	\$14.55	\$116.40	\$14.60	\$116.80	\$15.55	\$124.40	\$15.25	\$122.00
74	HP C9388AN	EA	8	\$13.00	\$104.00	\$15.00	\$120.00	\$14.55	\$116.40	\$14.60	\$116.80	\$15.55	\$124.40	\$15.25	\$122.00
75	HP C4902AN	EA	8	\$20.00	\$160.00	\$21.50	\$172.00	\$20.70	\$165.60	\$20.75	\$166.00	\$21.88	\$175.04	\$21.75	\$174.00
76	HP C4903AN	EA	8	\$15.00	\$120.00	\$16.00	\$128.00	\$15.32	\$122.56	\$15.35	\$122.80	\$16.44	\$131.52	\$16.10	\$128.80
77	HP C4904AN	EA	8	\$15.00	\$120.00	\$16.00	\$128.00	\$15.32	\$122.56	\$15.35	\$122.80	\$16.44	\$131.52	\$16.10	\$128.80
78	HP C4905AN	EA	8	\$15.00	\$120.00	\$16.00	\$128.00	\$15.32	\$122.56	\$15.35	\$122.80	\$16.44	\$131.52	\$16.10	\$128.80
79	HP Q5949A	EA	8	\$30.00	\$240.00	\$66.00	\$528.00	\$71.00	\$568.00	\$77.70	\$621.60	\$82.15	\$657.20	\$79.70	\$637.60
80	HP C4096A	EA	8	\$30.00	\$240.00	\$74.00	\$592.00	\$79.00	\$632.00	\$108.95	\$871.60	\$116.92	\$935.36	\$112.00	\$896.00
81	HP Q2610A	EA	8	\$40.00	\$320.00	\$94.00	\$752.00	\$105.00	\$840.00	\$130.85	\$1,046.80	\$140.50	\$1,124.00	\$134.60	\$1,076.80
82	HP C4191A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$33.00	\$264.00	\$29.22	\$233.76	\$26.25	\$210.00
83	HP C4192A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$49.00	\$392.00	\$46.67	\$373.36	\$26.00	\$208.00
84	HP C4193A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$49.00	\$392.00	\$46.67	\$373.36	\$26.00	\$208.00
85	HP C4194A	EA	8	\$2.00	\$16.00	\$15.00	\$120.00	\$20.00	\$160.00	\$49.00	\$392.00	\$46.67	\$373.36	\$26.00	\$208.00
86	HP C8543X	EA	8	\$249.00	\$1,992.00	\$210.00	\$1,680.00	\$236.50	\$1,892.00	\$236.50	\$1,892.00	\$199.00	\$1,592.00	\$250.05	\$2,000.40
87	HP C9371A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
88	HP C9372A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
89	HP C9373A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
90	HP C9374A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
91	HP C9403A	EA	8	\$52.00	\$416.00	\$53.00	\$424.00	\$51.51	\$412.08	\$51.55	\$412.40	\$54.46	\$435.68	\$54.95	\$439.60
92	IBM 63H2401	EA	8	\$10.00	\$80.00	\$67.00	\$536.00	\$25.00	\$200.00	\$64.00	\$512.00	\$64.83	\$518.64	\$101.85	\$814.80
93	LEX 13T0101	EA	8	\$10.00	\$80.00	\$35.00	\$280.00	\$67.70	\$541.60	\$50.00	\$400.00	\$67.86	\$542.88	\$42.00	\$336.00
94	LEX 08A0476	EA	8	\$10.00	\$80.00	\$45.00	\$360.00	\$92.01	\$736.08	\$96.40	\$771.20	\$102.48	\$819.84	\$106.75	\$854.00
95	LEX 12A7400	EA	8	\$10.00	\$80.00	\$60.00	\$480.00	\$92.01	\$736.08	\$96.40	\$771.20	\$102.51	\$820.08	\$98.65	\$789.20
96	LEX 24035SA	EA	8	\$40.00	\$320.00	\$62.00	\$496.00	\$97.31	\$778.48	\$101.50	\$812.00	\$107.90	\$863.20	\$103.80	\$830.40
97	LEX E250A21A	EA	8	\$70.00	\$560.00	\$81.00	\$648.00	\$118.40	\$947.20	\$123.50	\$988.00	\$131.30	\$1,050.40	\$126.30	\$1,010.40
98	LEX 1380850	EA	8	\$10.00	\$80.00	\$30.00	\$240.00	\$25.00	\$200.00	\$256.40	\$2,051.20	\$272.57	\$2,180.56	\$273.00	\$2,184.00
99	LEX 12A7462	EA	8	\$90.00	\$720.00	\$250.00	\$2,000.00	\$314.40	\$2,515.20	\$327.60	\$2,620.80	\$348.36	\$2,786.88	\$337.05	\$2,696.40
100	LEX 12A7362	EA	8	\$90.00	\$720.00	\$250.00	\$2,000.00	\$375.77	\$3,006.16	\$390.85	\$3,126.80	\$415.69	\$3,325.52	\$402.80	\$3,222.40
101	OCE 794-3	EA	8	\$40.00	\$320.00	\$60.00	\$480.00	\$74.00	\$592.00	\$48.00	\$384.00	\$71.40	\$571.20	\$73.90	\$591.20
102	OCE 824-6	EA	8	\$115.00	\$920.00	\$38.00	\$304.00	\$149.50	\$1,196.00	\$142.00	\$1,136.00	\$137.13	\$1,097.04	\$141.90	\$1,135.20

17-4

Purchasing Department
Montgomery County Commission

103	OCE 487-2	EA	8	\$50.00	\$400.00	\$40.00	\$320.00	\$51.00	\$408.00	\$107.00	\$856.00	\$110.53	\$884.24	\$47.25	\$378.00
104	OCE 670-5	EA	8	\$65.00	\$520.00	\$30.00	\$240.00	\$99.50	\$796.00	\$147.00	\$1,176.00			\$189.00	\$1,512.00
105	OCE 666-5	EA	8	\$33.00	\$264.00	\$52.00	\$416.00	\$44.50	\$356.00	\$22.50	\$180.00	\$32.13	\$257.04	\$94.50	\$756.00
106	OCE 461-3	EA	8	\$35.00	\$280.00	\$30.00	\$240.00	\$74.50	\$596.00	\$63.00	\$504.00			\$119.70	\$957.60
107	OCE 485-5	EA	8	\$85.00	\$680.00	\$65.00	\$520.00	\$74.50	\$596.00	\$72.60	\$580.80	\$48.86	\$390.88	\$73.50	\$588.00
108	OCE FX 485-5	EA	8	\$85.00	\$680.00	\$65.00	\$520.00	\$74.50	\$596.00	\$72.60	\$580.80	\$48.86	\$390.88	\$73.50	\$588.00
109	XEROX 108R00669	EA	8	\$50.00	\$400.00	\$59.00	\$472.00	\$102.90	\$823.20	\$104.20	\$833.60	\$109.44	\$875.52	\$104.00	\$832.00
110	XEROX 108R00670	EA	8	\$50.00	\$400.00	\$59.00	\$472.00	\$102.90	\$823.20	\$104.20	\$833.60	\$109.44	\$875.52	\$104.00	\$832.00
111	XEROX 108R00671	EA	8	\$50.00	\$400.00	\$59.00	\$472.00	\$102.90	\$823.20	\$104.20	\$833.60	\$109.44	\$875.52	\$104.00	\$832.00
112	XEROX 108R00668	EA	8	\$50.00	\$400.00	\$45.00	\$360.00	\$60.91	\$487.28	\$61.00	\$488.00	\$64.78	\$518.24	\$64.50	\$516.00
113	XEROX 113R00711	EA	8	\$140.00	\$1,120.00	\$150.00	\$1,200.00	\$176.85	\$1,414.80	\$176.95	\$1,415.60	\$188.09	\$1,504.72	\$175.90	\$1,407.20
TOTAL BID AMOUNTS					\$62,178.48		\$70,716.80		\$81,863.68		\$90,400.40		\$92,471.60		\$93,341.20

17-5



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 29, 2015

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Assistant Chief Deputy Dave Bryan
Montgomery County Sheriff's Office

SUBJECT : Requested Fill Request Approvals
Montgomery County Sheriff's Office

This is a request to reorganize the unarmed Court Security Officers (CSO) with Deputy Sheriffs. This will enable Sheriff Cunningham to provide more enhanced law enforcement presence in all county buildings and at the same time be able to supplement patrol operations in the county by putting more deputies on the streets.

The Court Security Officers (CSO) are unarmed civilians which are located at the entrances of county facilities and deliver civil papers in non-hostile environments.

By moving toward this program, it will also provide new deputies for Sheriff Cunningham to use in different areas within the organization. We are enclosing the cost and benefit breakdowns to include the work schedule which will show a substantial savings for the county.

At this time, we do not wish to fill the four (4) current vacancies for Court Security Officers (CSO). We are requesting that these positions be replaced with ten (10) part-time Deputy Sheriffs.

These personnel are APOST Certified Law Enforcement Officers and will function the same as a full time Deputy Sheriff.

Your assistance is greatly appreciated.

DB/crv
encls.

cc: Mek Abebe, Payroll
Priscilla Williams, Payroll

MAILING ADDRESS
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

18-1

Sheriff CSO Position Comparison

Position		Wage	Tax	Benefit	Total
Court Security Officer	80 hours	28,223	2,160	10,123	40,506
Part Time Deputy	40 hours	17,910	1,370	179	19,459
Part Time Deputy	40 hours	17,910	1,370	179	19,459
		35,820	2,740	358	38,918
Cost Savings					1,588

Effect on 2015 Budget:

Current Vacant CSO positions (4) that won't be filled	Budgeted Amount	181,355
	Amount used	(14,449)
	Available Budget	166,906
Estimated 2015 Cost for 10 Positions (8 months)		129,727

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, 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 Detention Facility Accounts Manager

Position Number 4

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$35,600 - \$50,677 Grade A06 - S1

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

Derrick Cunningham Date January 27, 2015
Department Head

2. Administrative Review

() Approved
() Disapproved

Change: -

From promotional
to

Open Compet.

per Sheriff Cunningham

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

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

Proposed Effective Date **February 16, 2015**

Type of Appointment (X) Permanent () Temporary

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

Pay Grade Corrections Officer Trainee - \$20,244 Grade PCT
Corrections Officer - \$30,456 - \$43,356 Grade PC1

Corrections Officer - \$30,556 - \$43,300
Daniel Cunningham
 Department Head *mlc*

Date January 28, 2015

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 _____

19-2

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, 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 / Corrections Officer Trainee

Position Number 148

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$20,244 Grade PCT
Corrections Officer - \$30,456 - \$43,356 Grade PC1

Derrick Cunningham
Department Head

Date January 28, 2015

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 _____

19-3

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, 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 / Corrections Officer Trainee

Position Number 213

Proposed Effective Date February 16, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$20,244 Grade PCT
Corrections Officer - \$30,456 - \$43,356 Grade PC1

Derrick Cunningham
Department Head *muc*

Date January 28, 2015

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 _____

19-4

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

January 27, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: George C. Speake, County Engineer *George C. Speake 1/27/2015*
SUBJECT: Position Fill Request for Civil Engineering Technician I

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the attached position fill request for a Civil Engineering Technician I vacancy in the Engineering Department. This position will be filled through an in house promotion; therefore there will be no net increase in the total number of employees within our department. The increase in annual salary is \$1,740.00 and can be absorbed in our existing budget. The vacancy created by this promotion will not be backfilled.

This is for you information, review and further handling. If you have any questions or need additional information please contact James Kelley at 832-1342.

GCS/jmk

Attachment

C: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James Kelley., Assistant County Engineer

1. 1/27/2015 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Civil Engineering Tech I (0627)

POSITION NUMBER 640627006

PROPOSED EFFECTIVE DATE February 17, 2015

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER

() TRANSFER

(Department Only)

() OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (A05) (\$31,708 - \$45,138) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



DATE January 27, 2015

Department Head

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional

_____ Candidates

Open-Competitive

_____ Candidates

Transfer

_____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

20-2



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

TO: **Montgomery County Commission**
THRU: **Donnie Mims**
FROM: **Steven L. Reed, Probate Judge**
SUBJECT: **Request Approval of Position Fill Request for County Archivist**
DATE: **January 27th 2015**

I request approval for the Montgomery County Archivist Position Fill Request that is currently before you. This Position has been vacant for the last 4 months and is currently in our budget.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE / Archives

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William Flowers

COMPLETE ACTION DATES

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

1. POSITION TITLE: County Archivist
POSITION NUMBER: 750-026-048
PROPOSED EFFECTIVE DATE: 2/9/15
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A09 (\$48,225.00-\$68,650.00) 3-1



APPOINTING AUTHORITY

1/27/15
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional ☐ Candidates
Open-Competitive ☒ Candidates
Transfer ☐ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. ☐ Manpower data entered by _____

Date

☐ Payroll entered by _____

Date

21-2



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 23, 2015

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham *D.C.*
Montgomery County Sheriff's Office

SUBJECT : Grant Writer

After speaking with you these past few weeks about hiring a Grant Writer, I would like to move forward with this request. If the Commission will allow us to hire a Grant Writer, this will benefit our agency tremendously and will open up many opportunities for Montgomery County as well.

I know you and Florence Cauthen have both expressed interest in hiring a Grant Writer that could work with you all as well as the Montgomery County Sheriff's Office. For this reason, I am requesting authorization to hire a Grant Writer.

Please place this on the County Commission's next agenda for their approval.

DC/crv



Friends of the Montgomery Clean City Commission

Post Office Box 1111
Montgomery, Alabama 36101-1111
(334) 625-2175

Friends of the Montgomery Clean City Commission
P.O. Box 1111
Montgomery, Alabama 36101
334-391-8146
dreammarchesondayofservice@gmail.com

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

Commissioner Dean,

The Dream Marches On Youth Day of Service will be an event held on February 16, 2015 in Montgomery that will bring youth from throughout Alabama and the nation to work on projects in and around the Montgomery portion of the Selma to Montgomery National Historic Trail. Activities will include things such as helping residents with outdoor beautification work, picking up litter and trash in and around the trail, and passing out civic information packets to area residents. We anticipate over 500 students and adult leaders being a part of this event. The event will not only benefit the Montgomery community before the eyes of the world come upon our city and county in March, but will also promote a sense of civic pride and volunteerism among area youth.

We are requesting that the Montgomery County Commission support our event with an 1800.00 donation, the same amount the City of Montgomery has appropriated us, and help partner with the youth of Alabama in making sure that we can assist as many people as possible. I have inclosed additional event information and our 501(c)(3) letter of determination. Please feel free to contact me with any additional questions.

Sincerely,

Ken Ward, Event Director

Dream Marches On Youth Day of Service
Montgomery, Alabama
February 16, 2015 9:00 am

The Dream Marches On Youth Day of Service will be held on February 16, Presidents' Day, at 9:00 am. The event will be held at the Multiplex at Cramton Bowl and will bring together hundreds of youth from throughout Alabama to help work on projects along the Montgomery portion of the Selma to Montgomery National Historic Trail and the surrounding neighborhoods in preparation for the 50th Anniversary celebrations to be held in March. Along with the work along the trail volunteers will also work on other community service projects that benefit various Montgomery charities. Activities will include assisting low income residents with minor outside landscaping and improvement projects, picking up trash and litter, providing plants and flowers to residents in the neighborhoods along the trail, edging areas in and around the trail, placing DAS water safety medallions on storm drains in the area, distributing civic information packets to homes along the trail, and more. The event will be a way that the youth of the state can show appreciation for and give thanks to the work done 50 years ago while also promoting a sense of civic involvement and volunteerism in area youth.

Sign Up at handsonriverregion.org
Search "Dream Marches On" In the Volunteer Info Section

Event Partners: City of Montgomery, Montgomery County Commission, Montgomery Public Schools, Bridge Builders Alabama, Hands On River Region, Montgomery Clean City Commission, Local Private Schools, and Alabama State University.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248421964
Aug. 29, 2012 LTR 4168C E0
23-7032681 000000 00

00017884

BODC: TE

FRIENDS OF THE MONTGOMERY CLEAN
CITY COMMISSION INC
% SUSAN CARMICHAEL
PO BOX 1111
MONTGOMERY AL 36101-1111



032793

Employer Identification Number: 23-7032681
Person to Contact: MS. MITCHELL
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Aug. 20, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in JANUARY 1971.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Friends of the Montgomery Clean City Commission
Employer ID #: 23-7032681
June 1, 2007

Mission Statement: The specific and primary purpose of the corporation is to aid and assist and to foster the interests of the residents of the county of Montgomery, Alabama to a cleaner, healthier, safer and more beautiful place in which to live through fundraising projects for the Montgomery Clean City Commission.

1. Raising funds for projects
2. Assisting with major projects
3. Educate Montgomery citizens for a cleaner environment—both public and private property
4. And to do all things in conformance with the requirements of Section 501(c)(3) of the Internal Revenue Code of 1954 as now in effect or hereinafter amended.

23-3

Date: February 2, 2012

To: Commissioners
Montgomery County Commission

From: Eve Loeb, Development Director
Alabama Shakespeare Festival

Re: Request for Additional Funding for SchoolFest

With gratitude to the Montgomery County Commission for its decades of support and on behalf of the Board of Directors of the Alabama Shakespeare Festival, I ask that the Commissioners please provide an additional \$25,000 appropriation for Montgomery County students to attend SchoolFest, ASF's student-matinee program. Annually between 6,000 and 7,000 Montgomery County students attend SchoolFest and are able to do so through the great generosity of the Montgomery County Commission, corporations and foundations which substantially subsidize ticket prices.

SchoolFest is a direct result of ASF's total commitment to education and literacy in all forms. It connects students with great literature in profound and meaningful ways, enhancing school curriculum. SchoolFest is designed to assist students in meeting the Alabama Department of Education's Common Core Standards for English Language Arts. The program introduces students to Shakespeare and other great works of literature recommended by the Department of Education for their craft and complexity. The educational benefits for students experiencing a SchoolFest production are further explained: the Alabama Department of Education strives to "prepare students for their roles as citizens in a diverse society. As in the past, reading, writing and critical thinking continue to play central roles in the development of literate individuals."

For students, experiencing the literature as it was intended, through the dramatic SchoolFest productions, goes far in breaking down the barriers. Seeing great works of literature, such as Shakespeare's *King Lear*, brought to life can ignite a student's imagination and open doors to greater understanding of literature, history, and the world around them. And of vast importance, the act of experiencing a play expands students' humanity. Theatre is community, a community sharing stories and, in doing so, helping each other to understand our world, our relationships and what it means to be human. Theatre builds community and skills for observing human behavior, listening to different sides of an argument and empathizing with the struggles of others. Theatre brings people together while expanding their perceptions. And this is rare in our modern world of headphones and smartphones, selfies and texting instead of talking, and Facebooking friends but being increasingly alone.

An economic engine and closer, ASF attracts executives and industry to Montgomery; ASF contributes \$20 million to the economy along with 1,000 jobs. A quality of life enhancer and an image changer, ASF is a remarkable and precious resource.

ASF depends on the great generosity of local government, foundations, individuals and businesses. Of its \$7 million budget, half must come from contributed income. Your gift subsidizes each play and each ticket enabling the highest production values and affordable ticket prices for the students and adults in the state and region. More simply, your gift is essential.

MEANS GILLIS LAW, LLC

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

Post Office Box 5058
60 Commerce Street, Suite 200 - Montgomery, Alabama 36104-3530
TEL.: (334) 270-1033 - FAX: (334) 260-9396
WWW.MEANSGILLISLAW.COM

January 20, 2015

H. LEWIS GILLIS¹
TYRONE C. MEANS^{1,2,3}
KRISTEN J. GILLIS¹

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

Members of the Montgomery Commission
c/o Donald Mims, Administrator
Montgomery County Courthouse Annex
Montgomery, AL 36104

Re: *Executive Session to Discuss Possible Sale and/or Purchase of Property*
Our File Number: 2100-000

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an Executive Session at its next meeting for discussion with legal counsel regarding the purchase and/or sale of property, and I have determined that, in my legal opinion, this matter is appropriate for Executive Session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-004, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an Executive Session to discuss this matter.

Sincerely yours,

MEANS GILLIS LAW, LLC.



H. Lewis Gillis/egb
ASB-7361-L56H

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
February and March 2015**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>February 2015</u>				
51901-12B-032 (Rebid)	Toner Cartridges	Support Services	Rasix Computer Ctr.	February 28, 2015
52110-05B-037 (Rebid)	Preventive Maint. Security System	Sheriff's Office	Norment Security	February 28, 2015
<u>March 2015</u>				
52200-14B-003 (Renewable)	Inmate Food Service	Detention Facility	A'viands Food Service	March 31, 2015
52110-13B-003 (Renewable)	Transmission Service	Sheriff's Office	Alabama Precision Transmission	March 31, 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

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	01/16/2015	250365 Accounts Payable	1st Place Trophies EV# N/A		35.00
	Invoice	Date	Description		Amount
		2808	01/09/2015	10" Desk Block Name Plate for Rec Bd Member	35.00
Check	01/16/2015	250366 Accounts Payable	Alabama Bolt & Supply, Inc. EV# 559747		782.09
	Invoice	Date	Description		Amount
		A20747-001	01/09/2015	Alabama Bolt & Supply - Bridge Dept.	733.29
		A20772-001	01/09/2015	Alabama Bolt & Supply - Bridge Dept.	48.80
Check	01/16/2015	250367 Accounts Payable	Alabama Department of Transportation		2,105.56
	Invoice	Date	Description		Amount
		2015-00001296	01/09/2015	Alabama Dept of Transportation - SWA #100023586	2,105.56
Check	01/16/2015	250368 Accounts Payable	Alabama Machinery & Supply Co. (EV#265441)		99.78
	Invoice	Date	Description		Amount
		988594	01/06/2015	D-10744	99.78
Check	01/16/2015	250369 Accounts Payable	Alabama Office Supply EV# 482945		99.80
	Invoice	Date	Description		Amount
		0189932-001	01/09/2015	Amerigo Wide-Format Paper, 20 lbs 3" Core, 24" x 500 ft, White,	99.80
Check	01/16/2015	250370 Accounts Payable	Alabama Power Company EV# 40635		1,039.31
	Invoice	Date	Description		Amount
		2015-00001279	01/09/2015	Power Bill# 85773-56004	1,039.31
Check	01/16/2015	250371 Accounts Payable	alacourt.com c/o On-Line Information Svcs. Inc.		134.00
	Invoice	Date	Description		Amount
		10515/011515	01/09/2015	Access to Alabama Court Records; Acct#10515; Jan 2015	134.00
Check	01/16/2015	250372 Accounts Payable	American Behavioral Benefits Managers, EV#482858		10,216.20
	Invoice	Date	Description		Amount
		121408A	01/09/2015	Professional Mental Health Serv. invoices 111408A & 121408A	1,148.00

2

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		111408A	01/09/2015	Professional Mental Health Serv. invoices 111408A & 121408A	160.00
		1814	01/09/2015	Professional Mental Health Serv. invoice 1814	8,908.20
Check	01/16/2015	250373 Accounts Payable	Auburn Montgomery EV# 256763		4,722.76
		Invoice	Date	Description	Amount
		1 Rev	01/09/2015	Professional Services, Inv #1 Revised, July 2014 (attn: T Sears)	1,529.01
		2/070114-103116	01/09/2015	Professional Services, Inv #2, August 2014 (attn: T Sears)	2,693.75
		3/070114-103116	01/09/2015	Professional Services, Inv #3, September 2014 (attn: T Sears)	500.00
Check	01/16/2015	250374 Accounts Payable	Azars Uniforms EV#481508		305.98
		Invoice	Date	Description	Amount
		50004-2	01/09/2015	item 00215755 RYL74273-162KH-28 30 Tacite Pro Pant P/C Rips	96.00
		50440-2	01/09/2015	item 00215755 RYL74273-162KH-28 30 Tacite Pro Pant P/C Rips	90.00
		51315-2	01/09/2015	item 00215755 RYL74273-162KH-28 30 Tacite Pro Pant P/C Rips	119.98
Check	01/16/2015	250375 Accounts Payable	Bear Brothers, Inc. EV# 480093		1,840.55
		Invoice	Date	Description	Amount
		App# 4 123114	01/09/2015	West Probate Office Restroom Addition App #4	1,840.55
Check	01/16/2015	250376 Accounts Payable	Beasley, Eris EV# Not Required		56.00
		Invoice	Date	Description	Amount
		2015-00001289	01/09/2015	Mileage Reimb; 100 mi @ .560; Dec 2014	56.00
Check	01/16/2015	250377 Accounts Payable	Best One Tires EV#307216		1,829.28
		Invoice	Date	Description	Amount
		4140030330	01/09/2015	Best One Tires - Truck #1029	1,829.28
Check	01/16/2015	250378 Accounts Payable	Blue Ridge Mountain Water, Inc. EV# 496017		56.70
		Invoice	Date	Description	Amount
		708528	01/09/2015	Water for GJ & Witnesses; Inv#708528; Acct#004923; 1/8/15	48.60
		704336	01/09/2015	Water for Clients; Inv#704336; 12/30/14	8.10
Check	01/16/2015	250379 Accounts Payable	Bradford Health Services EV# 498666		2,791.66
		Invoice	Date	Description	Amount
		1877	01/09/2015	Professional Services - Drug/Alcohol - Invoice 1877	2,791.66

User: Patti Adams

Pages: 2 of 10

1/15/2015 10:11:02 AM

6

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/16/2015	250380 Accounts Payable	Brenda Ayers EV# NOT REQ.		353.36
	Invoice	Date	Description		Amount
		2015-00001258	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	353.36
Check	01/16/2015	250381 Accounts Payable	Brown, Vicki		79.53
	Invoice	Date	Description		Amount
		2015-00001290	01/09/2015	Supplies for Victims, Nov 2014	79.53
Check	01/16/2015	250382 Accounts Payable	Calvin Johnson EV# NOT REQ.		301.84
	Invoice	Date	Description		Amount
		2015-00001261	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	301.84
Check	01/16/2015	250383 Accounts Payable	Cameron, Joe EV# Not Required		63.84
	Invoice	Date	Description		Amount
		2015-00001291	01/09/2015	Mileage Reimb; 114 mi @ .560; Dec 2014	63.84
Check	01/16/2015	250384 Accounts Payable	Canvas Products EV# 540175		190.00
	Invoice	Date	Description		Amount
		453476	01/06/2015	S-4717 Truck #'s 1029 & 2036	190.00
Check	01/16/2015	250385 Accounts Payable	Care Here, LLC EV#456819		52,322.21
	Invoice	Date	Description		Amount
		INV0181	01/09/2015	On-site Clinic - invoice 0181	19,451.00
		15197	01/09/2015	Occupational clinic - invoice# - 15197	475.30
		15034	01/09/2015	On-site Clinic - invoice 15034	32,395.91
Check	01/16/2015	250386 Accounts Payable	Carlisle Medical, Inc. EV# 487649		1,712.43
	Invoice	Date	Description		Amount
		1697335	01/09/2015	Work Comp pharmacy, D.Caples Inv. 1697335, 1/8/15	1,124.26
		1690647	01/09/2015	Work Comp pharmacy, D.Caples Inv. 1697335, 1/8/15	500.66
		1693977	01/09/2015	Work Comp pharmacy, D.Caples Inv. 1697335, 1/8/15	87.51
Check	01/16/2015	250387 Accounts Payable	Carquest Auto Parts of Montg EV# 19959		132.02
	Invoice	Date	Description		Amount
		2792-263592	01/06/2015	S-4718 Truck #5046	33.72
		2792-263656	01/06/2015	S-4722 Truck #60	72.58

User: Patti Adams

Pages: 3 of 10

1/15/2015 10:11:02 AM

1

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		2792-263764	01/06/2015	S-4723 Truck #'s 2033 & 3047	25.72
Check	01/16/2015	250388 Accounts Payable	Case Management Etc., LLC EV# 514488		810.24
		Invoice	Date	Description	Amount
		5954	01/09/2015	Work Comp Case Management, A. Webb, Inv.5953 11/30/14	392.32
		5953	01/09/2015	Work Comp Case Management, A. Webb, Inv.5953 11/30/14	417.92
Check	01/16/2015	250389 Accounts Payable	Cavanaugh MacDonald Consulting, LLC EV#101785		3,000.00
		Invoice	Date	Description	Amount
		1014	01/09/2015	Actuarial Attestation Study of Prescription Plan- Invoice 1014	3,000.00
Check	01/16/2015	250390 Accounts Payable	Charlies Trophies EV N/A-		10.95
		Invoice	Date	Description	Amount
		15-011012	01/09/2015	10 in black name plate, white letters: Patricia Wilson	10.95
Check	01/16/2015	250391 Accounts Payable	City of Montgomery Finance Dept EV# 520934		180,859.23
		Invoice	Date	Description	Amount
		2015-00001288	01/09/2015	City Share Gas Tax 12/2014	180,859.23
Check	01/16/2015	250392 Accounts Payable	Copeland Franco Screws Gill Attys At Law (EV# -N/A)		1,015.00
		Invoice	Date	Description	Amount
		Stmt# 23/123114	01/09/2015	Legal Bills	140.00
		Stmt#97/123114	01/09/2015	Legal Bills	175.00
		Stmt#240	01/09/2015	Legal Bills	595.00
		Stmt#5/123114	01/09/2015	Legal Bills	105.00
Check	01/16/2015	250393 Accounts Payable	Costco Wholesale EV N/A-		147.11
		Invoice	Date	Description	Amount
		01061509156	01/09/2015	Paper towels; Water/Drinks; Elec Heaters, misc	147.11
Check	01/16/2015	250394 Accounts Payable	Cowin Equipment Company Inc EV# 505216		1,048.08
		Invoice	Date	Description	Amount
		C88915	01/06/2015	S-4715 Excavator #5029	78.00

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		C89459	01/09/2015	Cowin Equip - Truck #'s 2014, 2018, 2026, 2032, 2036, 2045, 2046	667.52
		C87069	01/09/2015	Cowin - Motor Grader 1026	302.56
Check	01/16/2015	250395 Accounts Payable	Cummins Midsouth EV# 150386		1,038.24
		Invoice	Date	Description	Amount
		004-13814	01/09/2015	Cummins Midsouth - Generator Maintenance Agreement	259.56
		004-13815	01/09/2015	Cummins Midsouth - Generator Maintenance Agreement	259.56
		004-13810	01/09/2015	Cummins Midsouth - Generator Maintenance Agreement	259.56
		004-13813	01/09/2015	Cummins Midsouth - Generator Maintenance Agreement	259.56
Check	01/16/2015	250396 Accounts Payable	Donna Raney EV# NOT REQ.		310.24
		Invoice	Date	Description	Amount
		2015-00001255	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	310.24
Check	01/16/2015	250397 Accounts Payable	East Alabama Porta-Toilet, LLC EV# 512160		150.00
		Invoice	Date	Description	Amount
		51400240	01/09/2015	East Alabama Porta Toilet - Invoices Dated 01/04/2015	75.00
		51400239	01/09/2015	East Alabama Porta Toilet - Invoices Dated 01/04/2015	75.00
Check	01/16/2015	250398 Accounts Payable	Eastbrook Tire & Auto Ctr Inc. EV# 492469		43.80
		Invoice	Date	Description	Amount
		139620	01/09/2015	Veh#8073; Mileage:6737, Tire Rotation & Balance	43.80
Check	01/16/2015	250399 Accounts Payable	Edwards, Sandra EV# Not Required		35.84
		Invoice	Date	Description	Amount
		2015-00001292	01/09/2015	Mileage Reimb; 64 mi @ .560; Dec 2014	35.84
Check	01/16/2015	250400 Accounts Payable	FEDEX (EV# -N/A)		33.62
		Invoice	Date	Description	Amount
		276957799	01/09/2015	FedEx Transportation and Special Handling Charges	33.62
Check	01/16/2015	250401 Accounts Payable	Greenwood Growers, Inc.		1,435.00
		Invoice	Date	Description	Amount
		AB-1268	01/09/2015	Nuttall Oak 7ft to 8ft for Pintlala park	1,435.00
Check	01/16/2015	250402 Accounts Payable	Gulf Coast Truck & Equipment EV# 116684		58.90

User: Patti Adams

Pages: 5 of 10

1/15/2015 10:11:02 AM

9

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2015-00001248	01/06/2015	S-4716 Truck #3045		58.90
Check	01/16/2015	250403 Accounts Payable	HandsOn River Region		60.00
	Invoice	Date	Description		Amount
	550	01/09/2015	2-1-1 Community Resources Directory 2015-2016		60.00
Check	01/16/2015	250404 Accounts Payable	Hodges-Mace, LLC		1,415.00
	Invoice	Date	Description		Amount
	SIN000721	01/09/2015	Dependent Audit - Invoice SIN000721		1,415.00
Check	01/16/2015	250405 Accounts Payable	Holley-Henley Builders, Inc.		56,335.00
	Invoice	Date	Description		Amount
	1208-GVG Cert# 2	01/09/2015	Griel Mansion Renovations Certificate#2 Project: 1208-GVG		56,335.00
Check	01/16/2015	250406 Accounts Payable	Holloway Credit Services EV# 560112		186.39
	Invoice	Date	Description		Amount
	151085	01/09/2015	(749)--MEMBERSHIP INV #150871		176.44
	150871	01/09/2015	(749)--MEMBERSHIP INV #150871		9.95
Check	01/16/2015	250407 Accounts Payable	Interstate Battery of River Region EV# 552274		490.75
	Invoice	Date	Description		Amount
	120555	01/06/2015	S-4719 Excavator #3030		203.90
	120573	01/06/2015	S-4720 Truck #60		86.95
	120594	01/06/2015	S-4721 Truck #1025		199.90
Check	01/16/2015	250408 Accounts Payable	J Wright's Automotive Service EV#40133		48.55
	Invoice	Date	Description		Amount
	25109	01/09/2015	Veh#8073; Mileage-6737; Oil/Filter Change; Tire Rotation		48.55
Check	01/16/2015	250409 Accounts Payable	Jackie Brooks		45.00
	Invoice	Date	Description		Amount
	2015-00001297	01/09/2015	Reimbursement for auto liability case, J.Brooks, 12/27/14		45.00
Check	01/16/2015	250410 Accounts Payable	Jeremy Calloway		30.24
	Invoice	Date	Description		Amount

7

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		2015-00001262	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	30.24
Check	01/16/2015	250411 Accounts Payable	Jimmy Garnett EV# NOT REQ.		235.20
		Invoice	Date	Description	Amount
		2015-00001253	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	235.20
Check	01/16/2015	250412 Accounts Payable	Journal Technologies, Inc.		56,643.00
		Invoice	Date	Description	Amount
		1770	01/09/2015	Data Conversion Installment for Software System; Inv#1770	56,643.00
Check	01/16/2015	250413 Accounts Payable	Keet Consulting Services, LLC EV# 483422		3,150.00
		Invoice	Date	Description	Amount
		00-500201	01/09/2015	Monthly GIS Services, Support and Maintenance	3,150.00
Check	01/16/2015	250414 Accounts Payable	Lowes Home Centers, Inc. EV#19959		76.01
		Invoice	Date	Description	Amount
		34165	01/06/2015	D-10941	76.01
Check	01/16/2015	250415 Accounts Payable	Marsha Keller		201.60
		Invoice	Date	Description	Amount
		2015-00001256	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	201.60
Check	01/16/2015	250416 Accounts Payable	Mercer , Thomas		657.76
		Invoice	Date	Description	Amount
		2015-00001264	01/09/2015	Case No. CV 96-9865 Biweekly Workers Comp	657.76
Check	01/16/2015	250417 Accounts Payable	Montgomery Area Family Violence Program, Inc.		6,584.34
		Invoice	Date	Description	Amount
		12/2014	01/09/2015	Victim Advocate Reimb: December 2014	3,292.17
		11/2014	01/09/2015	Victim Advocate Reimb: November 2014	3,292.17
Check	01/16/2015	250418 Accounts Payable	Office Depot, Inc. EV# 19959		70.75
		Invoice	Date	Description	Amount
		744232642001	01/09/2015	Award Plaques for Retirees	70.75
Check	01/16/2015	250419 Accounts Payable	Office of Prosecution Services EV# 483491		287.28

User: Patti Adams

Pages: 7 of 10

1/15/2015 10:11:02 AM

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2015-00001293	01/09/2015	10% DA Fee for December, 2014		287.28
Check	01/16/2015	250420 Accounts Payable	Office of Secretary of State		5.00
	Invoice	Date	Description		Amount
	2015-00001263	01/09/2015	(749)-filing fee for Oath of Office		5.00
Check	01/16/2015	250421 Accounts Payable	Owens-Brown, Brenda EV # Not Required		53.76
	Invoice	Date	Description		Amount
	12/2014	01/09/2015	Mileage Reimb; 96 mi @ .560; Dec 2014		53.76
Check	01/16/2015	250422 Accounts Payable	Pam Trammer		204.40
	Invoice	Date	Description		Amount
	2015-00001259	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014		204.40
Check	01/16/2015	250423 Accounts Payable	PH&J Architects Inc. EV# 488843		1,113.18
	Invoice	Date	Description		Amount
	1208-GVG #4	01/09/2015	Griel Mansion Renovations - Invoice #4		1,113.18
Check	01/16/2015	250424 Accounts Payable	PH&J Architects Inc. EV# 488843		16,540.06
	Invoice	Date	Description		Amount
	1208-GVC #7	01/09/2015	DA/Child Support Renovation		16,540.06
Check	01/16/2015	250425 Accounts Payable	Physician Sales & Service EV N/A-		1,675.14
	Invoice	Date	Description		Amount
	1888378	01/09/2015	On-site Clinic - invoice 1888378 & 1888780		974.17
	1888780	01/09/2015	On-site Clinic - invoice 1888378 & 1888780		47.29
	1934281	01/09/2015	On-site Clinic - invoice 1934281, 1951069 & 1968492		8.07
	1951069	01/09/2015	On-site Clinic - invoice 1934281, 1951069 & 1968492		24.21
	1968492	01/09/2015	On-site Clinic - invoice 1934281, 1951069 & 1968492		295.39
	1922046	01/09/2015	On-site Clinic - invoice 1920644 & 1922046		217.40
	1920644	01/09/2015	On-site Clinic - invoice 1920644 & 1922046		108.61
Check	01/16/2015	250426 Accounts Payable	Radio Shack Corporation		24.99
	Invoice	Date	Description		Amount
	036126	01/06/2015	D-10939		24.99

9

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/16/2015	250427 Accounts Payable	Rasix Computer Center dba Academic Supp EV N/A		189.98
		Invoice	Date	Description	Amount
		IN-1033538	01/09/2015	Rasix Computer Center - Sign Shop	189.98
Check	01/16/2015	250428 Accounts Payable	Richardson, Debbie		202.72
		Invoice	Date	Description	Amount
		2015-00001254	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	202.72
Check	01/16/2015	250429 Accounts Payable	Ricky Jarvis		154.12
		Invoice	Date	Description	Amount
		2015-00001298	01/09/2015	Work Comp TTD payment, Ricky Jarvis, Jan.9-12, 2015	154.12
Check	01/16/2015	250430 Accounts Payable	Royal Cup, Inc. EV# 296545		187.02
		Invoice	Date	Description	Amount
		2704757809	01/09/2015	Coffee for GJ & Witnesses; Inv#2704757809; 1/9/15	187.02
Check	01/16/2015	250431 Accounts Payable	Russell Construction Company of Alabama		366,978.00
		Invoice	Date	Description	Amount
		1208-GVC Cert# 5	01/09/2015	Renovations and alterations to Annex 1 - DA	366,978.00
Check	01/16/2015	250432 Accounts Payable	Sellers, Charles B		1,000.00
		Invoice	Date	Description	Amount
		2015-00001250	01/09/2015	Excess Bid Real Estate Tax Sale	1,000.00
Check	01/16/2015	250433 Accounts Payable	Tammy Linton		230.16
		Invoice	Date	Description	Amount
		2015-00001257	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	230.16
Check	01/16/2015	250434 Accounts Payable	Terry Gray EV# NOT REQ.		92.96
		Invoice	Date	Description	Amount
		2015-00001252	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	92.96
Check	01/16/2015	250435 Accounts Payable	The Feed Lot EV#486643		16.61
		Invoice	Date	Description	Amount
		604581	01/06/2015	D-10940	16.61

Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/16/2015	250436 Accounts Payable	Tracy Powell EV# NOT REQ.		339.36
	Invoice	Date	Description		Amount
		2015-00001260	01/09/2015	Mileage Reimbursement for December 1, 2014-December 31, 2014	339.36
Check	01/16/2015	250437 Accounts Payable	TransUnion Risk and Alternative		348.35
	Invoice	Date	Description		Amount
		01/01/15	01/09/2015	person finder, #838664-1/1/15	348.35
Check	01/16/2015	250438 Accounts Payable	Waste Away Group, Inc. - EV#98842		25.00
	Invoice	Date	Description		Amount
		420999824055	01/09/2015	Garbage service for Flatwood Center-Jan 2015	25.00
Check	01/16/2015	250439 Accounts Payable	West Payment Ctr aka Thomson Reuters EV# 11557		178.00
	Invoice	Date	Description		Amount
		6098082445	01/09/2015	2014-2015 AL DUI Handbook; Inv#6098082445, cust#1004068285	178.00
Check	01/16/2015	250440 Accounts Payable	Xerox Corp. EV# 83117		866.15
	Invoice	Date	Description		Amount
		077218099	01/09/2015	Copy machine rental 10/23/14 - 11/26/14, Inv# 077218099	102.52
		077486777	01/09/2015	Meter Usage dt 11-21-12-21-14 Inv77486777 dt 1.1.15 cst718297138	188.10
		077486776	01/09/2015	Invoice #718297096 - Dec. 2014 Rental Charge for Small Copier	98.44
		077486761	01/09/2015	Xerox Corp. - Inv #077486761 Dated 01/01/15	280.45
		077486766	01/09/2015	Meter usage 11/21/14-12/21/14	196.64
DISB Disbursement Fund 719 Totals:			Transactions: 76		\$788,207.98
Checks:		76	\$788,207.98		

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**

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	01/16/2015	250441 Accounts Payable	8284, Inc.		3,358.35
	Invoice	Date	Description		Amount
	1515-MCYF	01/12/2015	security guards		1,590.80
	112714 MCDOC	01/12/2015	Security Services for MCDF Inmates		80.04
	120214 MCDOC	01/12/2015	Security Services for MCDF Inmates		40.02
	112314 MCDOC	01/12/2015	Security Services for MCDF Inmates		206.77
	11315-MCFY	01/12/2015	security guards		1,440.72
Check	01/16/2015	250442 Accounts Payable	AAA Credit Screening Services, LLC		174.54
	Invoice	Date	Description		Amount
	84975	01/12/2015	Employment Screening Package		60.00
	85637	01/12/2015	Employment Screening Package		114.54
Check	01/16/2015	250443 Accounts Payable	Alabama Gas Corporation EV# N/A		11,352.46
	Invoice	Date	Description		Amount
	2015-00001268	01/12/2015	GAS BILL/200000025217		4,794.23
	2015-00001269	01/12/2015	GAS BILL/200000625749		4,372.16
	2015-00001270	01/12/2015	GAS BILL/200000625749		2,186.07
Check	01/16/2015	250444 Accounts Payable	Alabama Office Supply EV# 482945		699.55
	Invoice	Date	Description		Amount
	190432-001	01/12/2015	Invent. Reorder Batch 1/07/2015		47.40
	190377-002	01/09/2015	Supplies: envelopes, legal pads, labels, sticky notes, etc		173.60
	190377-001	01/09/2015	Supplies: envelopes, legal pads, labels, sticky notes, etc		398.99
	190639-001	01/12/2015	Columbian Dubl-Vue Envelopes (Item# WEV CO158) 500 per box Er		79.56
Check	01/16/2015	250445 Accounts Payable	Alabama Power Company EV# 40635		2,260.11
	Invoice	Date	Description		Amount
	2015-00001266	01/12/2015	POWER BILL/03718-32021		1,820.26
	2015-00001267	01/12/2015	POWER BILL/10112-04015		322.03
	2015-00001281	01/12/2015	POWER BILL/11333-86009		117.82
Check	01/16/2015	250446 Accounts Payable	Alabama Power Company EV# 40635		2,555.51
	Invoice	Date	Description		Amount

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		2015-00001280	01/12/2015	GROSS TAX RECEIPTS 12 /2014	2,555.51
Check	01/16/2015	250447 Accounts Payable	Alabama Precision Transmission, LLC		2,306.01
	Invoice		Date	Description	Amount
		921	01/12/2015	(234)--TRANSMISSION SERVICE FOR DEC	59.99
		920	01/12/2015	(234)--TRANSMISSION SERVICE FOR DEC	59.99
		932	01/12/2015	(234)--REPAIR TRANSMISSION IN VEH# 6361	2,186.03
Check	01/16/2015	250448 Accounts Payable	Alabama Sheriff's Association		1,000.00
	Invoice		Date	Description	Amount
		2015-00001300	01/12/2015	(265) Registration for New Sheriffs Orientation	1,000.00
Check	01/16/2015	250449 Accounts Payable	American Osment EV# 474381		79.32
	Invoice		Date	Description	Amount
		122021	01/12/2015	Housekeeping Supplies - Night	79.32
Check	01/16/2015	250450 Accounts Payable	American Red Cross EV# 441165		3,750.00
	Invoice		Date	Description	Amount
		2015-00001285	01/12/2015	APPROPRIATION FY 2014-2015	3,750.00
Check	01/16/2015	250451 Accounts Payable	American Stamp & Marking Products EV# 324571		1,347.33
	Invoice		Date	Description	Amount
		1677959	01/12/2015	(211)--DESK SEAL EMBOSSE	1,347.33
Check	01/16/2015	250452 Accounts Payable	Arrington-Warren, Shundra EV# Not Required		161.60
	Invoice		Date	Description	Amount
		2015-00001271	01/12/2015	PTD client counseling, 12/16/14-1/6/15, 8 hrs	161.60
Check	01/16/2015	250453 Accounts Payable	BOE, Southlawn Elementary School EV#475233		500.00
	Invoice		Date	Description	Amount
		28 BC	01/12/2015	MISC APP BUDGET CHNG #28 PLAYGROUND EQUIPMENT	500.00
Check	01/16/2015	250454 Accounts Payable	Boys & Girls Clubs of The River Region EV 492924		3,125.00
	Invoice		Date	Description	Amount

User: Reba McMillan

Pages: 2 of 12

1/15/2015 11:28:40 AM

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		2015-00001286	01/12/2015	APPROPRIATION FY 2014-2015	3,125.00
Check	01/16/2015	250455 Accounts Payable	Central Paper Company Montgomery EV#476929		234.40
		Invoice	Date	Description	Amount
		000505525	01/12/2015	YF11981	92.60
		000505524	01/12/2015	YF11980	141.80
Check	01/16/2015	250456 Accounts Payable	City of Montgomery Finance Dept EV# 520934		436,663.67
		Invoice	Date	Description	Amount
		1441/1443/1474	01/12/2015	MCC share of City/Co joint expenses through 9/30/14 Final	436,663.67
Check	01/16/2015	250457 Accounts Payable	City of Montgomery Finance Dept EV# 520934		33,366.15
		Invoice	Date	Description	Amount
		1451	01/12/2015	MCC share of Emergency Mgmt Exp-Final 9/30/2014	33,366.15
Check	01/16/2015	250458 Accounts Payable	Claudette E. Rogers		868.60
		Invoice	Date	Description	Amount
		2015-00001276	01/12/2015	PTD client counseling, 12/10/14-1/7/15, 48 hrs	868.60
Check	01/16/2015	250459 Accounts Payable	Climate Service, Inc. EV# 473752		2,346.42
		Invoice	Date	Description	Amount
		141230-00	01/12/2015	Change Control Board on RTU-1 on Probation & Parole Downstairs	610.42
		141223-061	01/12/2015	PM monthly HVAC -Inv # 141223-061 1/5/2015	1,736.00
Check	01/16/2015	250460 Accounts Payable	CLS Service EV# 554553		2,299.94
		Invoice	Date	Description	Amount
		11241	01/12/2015	Laundry Service for MCDF Inmates	865.64
		11242	01/12/2015	Laundry Service for MCDF Inmates	735.44
		11243	01/12/2015	Laundry Service for MCDF Inmates	698.86
Check	01/16/2015	250461 Accounts Payable	Colonial Insurance Agency (EV# -N/A)		3,760.00
		Invoice	Date	Description	Amount
		42792	01/12/2015	Property Insurance - Invoice 42792 Addl for Bldg Impr	3,760.00

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/16/2015	250462 Accounts Payable	Dade Paper Company EV# 98659		125.24
	Invoice	Date	Description		Amount
		51211	01/12/2015	Invent. Reorder Batch 1/08/2015	125.24
Check	01/16/2015	250463 Accounts Payable	Dennis R. Huffman a/k/a SharpCut Lawn Service		892.08
	Invoice	Date	Description		Amount
		842458	01/12/2015	SharpCut Lawn Service - Montgomery Industrial Park Lawn Care	892.08
Check	01/16/2015	250464 Accounts Payable	Dixie Electric Cooperative EV# 492624		27.13
	Invoice	Date	Description		Amount
		2015-00001265	01/12/2015	ELECTRIC BILL/19397002	27.13
Check	01/16/2015	250465 Accounts Payable	Doyin Ogunbi, MD, LLC Internal Medicine EV# N/A		4,093.13
	Invoice	Date	Description		Amount
		12/2014	01/12/2015	contract physician services	3,943.13
		8812	01/12/2015	contract physician services	75.00
		8819	01/12/2015	contract physician services	75.00
Check	01/16/2015	250466 Accounts Payable	Eagle Battery, Inc. EV# 511473		885.00
	Invoice	Date	Description		Amount
		REF 53239	01/12/2015	(234)--REPLACE BATTERIES FOR DEC 2014	85.00
		53274	01/12/2015	(234)--REPLACE BATTERIES FOR DEC 2014	80.00
		REF 53281	01/12/2015	(234)--REPLACE BATTERIES FOR DEC 2014	470.00
		REF 53293	01/12/2015	(234)--REPLACE BATTERIES FOR DEC 2014	80.00
		REF 53288	01/12/2015	(234)--REPLACE BATTERIES FOR DEC 2014	82.00
		REF 53286	01/12/2015	(234)--REPLACE BATTERIES FOR DEC 2014	88.00
Check	01/16/2015	250467 Accounts Payable	East Montgomery Investment Company		5,633.34
	Invoice	Date	Description		Amount
		HO 009012 1	01/12/2015	January 2015 Rent for Probate East	5,633.34
Check	01/16/2015	250468 Accounts Payable	Electronic Security Service EV# 530800		54.00
	Invoice	Date	Description		Amount
		15-01346	01/09/2015	(231)--QUARTERLY MONITORING FOR FIRING RANGE INV #15-01346	54.00

User: Reba McMillan

Pages: 4 of 12

1/15/2015 11:28:40 AM

16

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/16/2015	250469 Accounts Payable	Emergency Management Agency EV# 520934		1,539.30
	Invoice		Date	Description	Amount
		2015-00001294	01/12/2015	Montgomery County siren repairs/parts	1,539.30
Check	01/16/2015	250470 Accounts Payable	Farmers Feed & Supply, Inc.		75.00
	Invoice		Date	Description	Amount
		34837	01/12/2015	Rock Salt for Icy Conditions	75.00
Check	01/16/2015	250471 Accounts Payable	FEDEX (EV# -N/A)		116.13
	Invoice		Date	Description	Amount
		279152266	01/09/2015	Fedex Billing Online Plus Payment for Acct#1684-0933-8	61.01
		280601902	01/09/2015	Fedex Billing Online Plus Payment for Acct#1684-0933-8	55.12
Check	01/16/2015	250472 Accounts Payable	G & K Services EV# 29832		217.30
	Invoice		Date	Description	Amount
		1146803212	01/12/2015	Cleaning Supply Rental	39.90
		1146803210	01/12/2015	Cleaning Supply Rental	35.60
		1146803211	01/12/2015	Uniform Rental	141.80
Check	01/16/2015	250473 Accounts Payable	GE Capital EV# 40744		475.02
	Invoice		Date	Description	Amount
		61911582	01/09/2015	Copy Machine Rental; Inv#61911582; Ser#HTK12925; Jan 2015	475.02
Check	01/16/2015	250474 Accounts Payable	Glidden Professional Paint Center		305.08
	Invoice		Date	Description	Amount
		819003010940	01/12/2015	(231)--PAINT SUPPLIES FOR SHERIFF'S OFFICE	305.08
Check	01/16/2015	250475 Accounts Payable	Global Technology Systems, Inc.		1,316.79
	Invoice		Date	Description	Amount
		140117-IN	01/12/2015	(236)--LI-ION RADIO BATTERIES	1,316.79
Check	01/16/2015	250476 Accounts Payable	Gorrie-Regan & Associates, Inc. EV# 316512		150.00
	Invoice		Date	Description	Amount
		173360	01/12/2015	Repair Scott St Parking Deck Arm	150.00

User: Reba McMillan

Pages: 5 of 12

1/15/2015 11:28:40 AM

17

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/16/2015	250477 Accounts Payable	Guest, Patricia M EV# Not Required		3,279.12
	Invoice	Date	Description		Amount
		2015-00001272	01/12/2015	PTD client counseling, 12/11/14-1/7/15, 78 hrs	3,279.12
Check	01/16/2015	250478 Accounts Payable	Gulf States Distributors EV# 212613		233.00
	Invoice	Date	Description		Amount
		1202691-IN	01/12/2015	(203)--REPLACE DUTY BOOTS FOR DEP M DEAN	84.00
		1202362-IN	01/12/2015	(203)--REPLACE DUTY BOOTS FOR DEP D MASTIN	84.00
		1203165-IN	01/09/2015	(203)--REFINISH MCSO BADGES	65.00
Check	01/16/2015	250479 Accounts Payable	Gwendolyn Allen Smith EV# Not Required		1,760.09
	Invoice	Date	Description		Amount
		2015-00001273	01/12/2015	PTD client counseling, 12/11/14-1/7/15, 67 hrs	1,760.09
Check	01/16/2015	250480 Accounts Payable	Harley-Davidson of Montgomery EV# 487172		488.94
	Invoice	Date	Description		Amount
		353709	01/09/2015	(234)--CAP AST SWITCH ITEM# 70356-96A	59.89
		357029	01/09/2015	(234)--CAP AST SWITCH ITEM# 70356-96A	59.89
		359512	01/09/2015	(234)--REPLACE FRONT TIRE ON MCSO MOTORCYCLE VEH# 6369	267.01
		359515	01/09/2015	(234)--5K SERVICE FOR MCSO MOTORCYCLE VEH #6366	102.15
Check	01/16/2015	250481 Accounts Payable	Harris Security Systems		2,500.00
	Invoice	Date	Description		Amount
		annex I	01/12/2015	Yearly Fire Alarm Test and Inspection (Annex I and Annex III)	1,000.00
		ANNEX 3	01/12/2015	Yearly Fire Alarm Test and Inspection (Annex I and Annex III)	1,500.00
Check	01/16/2015	250482 Accounts Payable	Harris Security Systems		2,210.10
	Invoice	Date	Description		Amount
		216647	01/12/2015	Alarm hit by lighting	2,210.10
Check	01/16/2015	250483 Accounts Payable	Haskell Slaughter & Gallion, LLC		1,645.00
	Invoice	Date	Description		Amount
		00440	01/12/2015	Haskell Slaughter & Gallion LLC-December 2014- Revised	1,645.00
Check	01/16/2015	250484 Accounts Payable	Hurricane Electronics of Montgomery, LLC		255.00

User: Reba McMillan

Pages: 6 of 12

1/15/2015 11:28:40 AM

Batch Date: 01/15/2015

1/15/2015 11:28:40 AM

10

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		7964-1	01/12/2015	(203)--EMBROIDERED OUTER VEST CARRIER FOR C DELOACH	13.00
Check	01/16/2015	250493 Accounts Payable	Manora, Derrick EV# Not Required		606.00
	Invoice		Date	Description	Amount
		2015-00001274	01/12/2015	PTD client counseling, 12/11/14-1/7/15, 24 hrs	606.00
Check	01/16/2015	250494 Accounts Payable	Marshall Lumber Co. EV# 501976		22.98
	Invoice		Date	Description	Amount
		2419270	01/12/2015	YF11984	22.98
Check	01/16/2015	250495 Accounts Payable	McQuick Printing Company EV#494640		554.14
	Invoice		Date	Description	Amount
		48268	01/12/2015	Key Log Cards	15.00
		48274	01/09/2015	W-2 and other forms 2013	430.23
		48300	01/12/2015	Metal Notary Seal and "My Commission Expires" Stamp	108.91
Check	01/16/2015	250496 Accounts Payable	Montgomery Co. Department of Human Res. EV# N/A		5,000.00
	Invoice		Date	Description	Amount
		2015-00001284	01/12/2015	APPROPRIATION FY 2014-2015	5,000.00
Check	01/16/2015	250497 Accounts Payable	Montgomery County Assoc of Volunteer Fire Dept		357,018.86
	Invoice		Date	Description	Amount
		2015-00001299	01/12/2015	ADVALOREM TAXES	357,018.86
Check	01/16/2015	250498 Accounts Payable	Montgomery County Soil & Water EV# 468942		3,750.00
	Invoice		Date	Description	Amount
		2015-00001287	01/12/2015	APPROPRIATION FY 2014-2015	3,750.00
Check	01/16/2015	250499 Accounts Payable	Montgomery Humane Society EV# 489226		109,375.00
	Invoice		Date	Description	Amount
		2015-00001295	01/12/2015	APPROPRIATION FY 2014-2015	109,375.00
Check	01/16/2015	250500 Accounts Payable	MSF, Inc. EV# 548310		1,962.91
	Invoice		Date	Description	Amount

User: Reba McMillan

Pages: 8 of 12

1/15/2015 11:28:40 AM

20

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	9207	01/12/2015	Security Guard Service for January 2015		441.51
	9206	01/12/2015	Security Guard Service for January 2015		422.16
	9225	01/12/2015	Security Guard Service for January 2015		549.62
	9224	01/12/2015	Security Guard Service for January 2015		549.62
Check	01/16/2015	250501 Accounts Payable	Optum360 LLC		2,600.00
	Invoice	Date	Description		Amount
	2015-00001283	01/09/2015	Refund of tax due to other jurisdiction		2,600.00
Check	01/16/2015	250502 Accounts Payable	Petroleum Traders Corporation EV# 53819		11,516.40
	Invoice	Date	Description		Amount
	853718	01/12/2015	(15200)--1 LOAD OF GAS FOR 115 S PERRY ST		11,516.40
Check	01/16/2015	250503 Accounts Payable	Pitney Bowes		351.00
	Invoice	Date	Description		Amount
	7227069-DC14	01/09/2015	Mail Machine Rental; Inv#7227069-DC14; Sep-Dec 2014; Act#7227069		351.00
Check	01/16/2015	250504 Accounts Payable	Pitney Bowes		678.00
	Invoice	Date	Description		Amount
	7134265 DC14	01/12/2015	Term Rental Invoice #7134265-DC14 - Account Number 7134265		678.00
Check	01/16/2015	250505 Accounts Payable	Postmaster Bulk Mailing EV# NOT REQ		4,490.59
	Invoice	Date	Description		Amount
	2015-00001301	01/12/2015	.Misc Item Postage for Delinquent Tax Bills		4,490.59
Check	01/16/2015	250506 Accounts Payable	Protection One Alarm Monitoring, Inc. EV# 101178		37.62
	Invoice	Date	Description		Amount
	101335239	01/12/2015	Account No. 50901719 ; Invoice No. 101335239		37.62
Check	01/16/2015	250507 Accounts Payable	Pump Repairs EV# 549002		630.00
	Invoice	Date	Description		Amount
	5841	01/12/2015	(231)--REPAIRS FOR TO DOWNTOWN PUMP		630.00
Check	01/16/2015	250508 Accounts Payable	Rasix Computer Center dba Academic Supp EV N/A		591.19
	Invoice	Date	Description		Amount

User: Reba McMillan

Pages: 9 of 12

1/15/2015 11:28:40 AM

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		IN-1034351	01/09/2015	HP 304A Magenta Toner Cartridge (SKU: HEWCC533A)	173.78
		IN-1034403	01/12/2015	(211)--MAGENTA TONER Q6473A	417.41
Check	01/16/2015	250509 Accounts Payable	Red Bazzell & Son Inc EV# 501943		83.00
		Invoice	Date	Description	Amount
		37583	01/12/2015	(234)--ACCIDENT REPAIR FOR MCSO #6402	83.00
Check	01/16/2015	250510 Accounts Payable	Sasser, Ed dba Capitol Polygraph EV N/A		600.00
		Invoice	Date	Description	Amount
		M JACKSON	01/12/2015	Polygraph Testing for MCDF Applicants	100.00
		M PASSMORE	01/12/2015	Polygraph Testing for MCDF Applicants	100.00
		D EDWARDS	01/12/2015	Polygraph Testing for MCDF Applicants	100.00
		L TIMMONS	01/12/2015	Polygraph Testing for MCDF Applicants	100.00
		D PARKS	01/12/2015	Polygraph Testing for MCDF Applicants	100.00
		L ARRINGTON	01/12/2015	Polygraph Testing for MCDF Applicants	100.00
Check	01/16/2015	250511 Accounts Payable	SDS Marketing, Inc. EV509135		831.60
		Invoice	Date	Description	Amount
		4-1119	01/12/2015	18,000 Alabama Boat Registration Receipts	831.60
Check	01/16/2015	250512 Accounts Payable	Smith, Dannie EV# Not Required		210.16
		Invoice	Date	Description	Amount
		2015-00001275	01/12/2015	PTD client counseling, 12/11/14-1/7/15, 8 hrs	210.16
Check	01/16/2015	250513 Accounts Payable	Southern Pipe & Supply Co., Inc.		23.15
		Invoice	Date	Description	Amount
		8287931-00	01/12/2015	Install Annex I Air Compressor	23.15
Check	01/16/2015	250514 Accounts Payable	The Bobcat Company EV#490987		325.00
		Invoice	Date	Description	Amount
		1892	01/12/2015	Clean Annex I Kitchen Hood	325.00
Check	01/16/2015	250515 Accounts Payable	The Coleman Company, Inc.		65.38
		Invoice	Date	Description	Amount
		2015-00001282	01/09/2015	Refund of taxes remitted in error	65.38
Check	01/16/2015	250516 Accounts Payable	The Ice Man, Inc. EV#558686		1,080.00

User: Reba McMillan

Pages: 10 of 12

1/15/2015 11:28:40 AM

22

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/15/2015

Type	Date	Invoice	Number Source	Payee Name	Description	EFT Bank/Account	Transaction Amount
Check	01/16/2015	1448	250517	Accounts Payable	Service agreement 11/14-10/15 Inv. # 1448		1,080.00
					TransUnion Risk and Alternative		37.00
						Amount	Amount
Check	01/16/2015		250518	Accounts Payable	search engine		37.00
					Turner Paulette M. .		124.32
						Amount	Amount
Check	01/16/2015		250519	Accounts Payable	.Misc Item - Mileage Reimbursement - 222 x 0.56		124.32
					US Specialty Coatings, Inc.		230.58
						Amount	Amount
Check	01/16/2015	133463	250520	Accounts Payable	Invent. Reorder Batch 10/20/2014		230.58
					WW Grainger, Inc. EV# 19959		4,043.38
						Amount	Amount
Check	01/16/2015	9607492551			(234)-VARIOUS ITEMS FOR CAR BUILDING		901.84
		9608262953			(234)-VARIOUS ITEMS FOR CAR BUILDING		188.28
		9605130401			(234)-VARIOUS ITEMS FOR CAR BUILDING		515.87
		9603888679			(234)-VARIOUS ITEMS FOR CAR BUILDING		250.56
		9611105777			(234)-VARIOUS ITEMS FOR CAR BUILDING		372.01
		9600620745			(234)-VARIOUS ITEMS FOR CAR BUILDING		653.22
		9600185186			(234)-VARIOUS ITEMS FOR CAR BUILDING		65.79
		9600412010			(234)-VARIOUS ITEMS FOR CAR BUILDING		1,095.81
Check	01/16/2015		250521	Accounts Payable	Waste Away Group, Inc. - EV#98842		1,328.04
						Amount	Amount
Check	01/16/2015	421099124057			Garbage Service - Courthouse 251 S. Lawrence		1,328.04
			250522	Accounts Payable	Watch Systems EV N/A-		35.00
						Amount	Amount
Check	01/16/2015	25118			(211)-COMMUNITY NOTIFICATION FOR MARCUS L TOLES		35.00
			250523	Accounts Payable	Williamson Properties LTD EV# Not Required		1,569.78

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/15/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice		Date	Description	Amount
	JAN 6 2015		01/12/2015	Williamson Pit- December 2014	1,569.78
	01/16/2015	250524 Accounts Payable		Xerox Corp. EV# 83117	2,389.87
	Invoice		Date	Description	Amount
	77486779		01/12/2015	Copier Machine Rental	190.06
	77486774		01/12/2015	Copier Machine Rental	320.30
	77486775		01/12/2015	Copier Machine Rental	269.02
	77486754		01/12/2015	Maintenance Copy Machine Rental for December 2014	96.39
	77486760		01/12/2015	Monthly Copier Rental	163.12
	77486759		01/12/2015	Xerox Copy Machine Base Charge Dec 2014	146.66
	77486853		01/12/2015	Printer Base charge for Dec 2014	270.76
	77684584		01/12/2015	rental copiers	147.83
	77684585		01/12/2015	rental copiers	152.93
	77684586		01/12/2015	rental copiers	138.21
	77486753		01/12/2015	December Copier Rental	138.65
77486772		01/09/2015	Copier Rental; Inv#077486772; Ser#XEH-803264; Dec 2014	191.81	
77486771		01/09/2015	Copier Rental; Inv#077486771; Ser#XEH-616078; Dec 2014	164.13	
DISB Disbursement Fund 719 Totals:			Transactions: 84		\$1,088,636.52
Checks:		84	\$1,088,636.52		

24

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

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	01/23/2015	250529 Accounts Payable	Acme Propane Gas Company EV#489079		76.00
	Invoice	Date	Description		Amount
	18933	01/16/2015	Acme Propane - Dist III - Ticket #18933		76.00
Check	01/23/2015	250530 Accounts Payable	Acme Propane Gas Company Mtgy EV#489079		67.28
	Invoice	Date	Description		Amount
	21700	01/06/2015	S-4729 Sign Shop		33.64
	21701	01/06/2015	S-4730 Sign Shop		33.64
Check	01/23/2015	250531 Accounts Payable	Administrative Office of Court EV# 459887		1,790.00
	Invoice	Date	Description		Amount
	455	01/16/2015	DA APPs Access: Inv#455, Dec 2014		1,790.00
Check	01/23/2015	250532 Accounts Payable	Advanced Disposal EV# 11815		116.47
	Invoice	Date	Description		Amount
	SK0002998816	01/16/2015	Advanced Disposal		29.38
	SK0002998831	01/16/2015	Advanced Disposal		87.09
Check	01/23/2015	250533 Accounts Payable	AirGas South EV# 78665		263.79
	Invoice	Date	Description		Amount
	9924057859	01/16/2015	Airgas South - Rental INV #9924057859 - dtd 12/31/14 - Co Shop		263.79
Check	01/23/2015	250534 Accounts Payable	Alabama Gas Corporation EV# N/A		566.92
	Invoice	Date	Description		Amount
	2015-00001307	01/16/2015	Gas Bill# 200000625494		269.02
	2015-00001308	01/16/2015	Gas Bill# 200000625758		297.90
Check	01/23/2015	250535 Accounts Payable	Alabama Graphics & Engineering Inc. EV# 496009		344.85
	Invoice	Date	Description		Amount
	1838562-IN	01/16/2015	Staedtler 100% Recycled 6" Protractor, 360		14.85
	1843485-IN	01/16/2015	Toner-Canon IPF 6300S gray cartridge CIPF1105GY		330.00
Check	01/23/2015	250536 Accounts Payable	Alabama Machinery & Supply Co. (EV#265441)		52.66

User: Patti Adams

Pages: 1 of 6

1/22/2015 11:14:51 AM

26

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
Check	989071		01/06/2015	E-32391	52.66
	01/23/2015	250537 Accounts Payable		Alabama Office Supply EV# 482945	63.81
	Invoice		Date	Description	Amount
Check	0190640-001		01/16/2015	FEL 98335 - Fellows Slim CD/DVD Jewel Cases	63.81
	01/23/2015	250538 Accounts Payable		Alabama Power Company EV# 40635	1,902.36
	Invoice		Date	Description	Amount
Check	2015-00001304		01/16/2015	Power Bill# 09143-50011	473.25
	2015-00001305		01/16/2015	Power Bill# 04523-48006	915.81
	2015-00001306		01/16/2015	Power Bill# 40223-49019	513.30
	01/23/2015	250539 Accounts Payable		Berney Office Solutions EV# 378840	335.63
	Invoice		Date	Description	Amount
	179495		01/16/2015	Berney Office - Const. Copier Rental Dtd 01/08/15	335.63
Check	01/23/2015	250540 Accounts Payable		Canon Solutions America	181.33
	Invoice		Date	Description	Amount
Check	877631		01/16/2015	Copier Rental, TR5422, inv# 877631, 1/5/15	181.33
	01/23/2015	250541 Accounts Payable		Canon Solutions America, Inc. EV# Not Required	41.66
	Invoice		Date	Description	Amount
Check	4014795196		01/16/2015	Non Copier Inv#4014795196 dt 1.1.15	20.83
	4014802725		01/16/2015	Non Copier Inv#4014802725 dt 1.1.15	20.83
	01/23/2015	250542 Accounts Payable		Carquest Auto Parts of Montg EV# 19959	33.10
	Invoice		Date	Description	Amount
Check	2792-264066		01/06/2015	S-4724 Truck #3033	16.55
	2792-264174		01/06/2015	S-4728 Truck #3033	16.55
	01/23/2015	250543 Accounts Payable		CDW-Government Inc. EV# 109477	1,366.00
	Invoice		Date	Description	Amount
Check	RV12956		01/16/2015	(749)--MS SURFACE PRO 3 ITEM#3368326	1,366.00
	01/23/2015	250544 Accounts Payable		Center For Competitive Management (C4C	464.00

27

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
M)					
	Invoice	Date	Description		Amount
	2015-00001367	01/16/2015	C4CM Webinar Payments		464.00
Check	01/23/2015	250545 Accounts Payable	Eastbrook Tire & Auto Ctr Inc. EV# 492469		430.48
	Invoice	Date	Description		Amount
	139674	01/16/2015	Veh#8067; Mileage: 47400, new tires		430.48
Check	01/23/2015	250546 Accounts Payable	Gary's Small Motors		89.49
	Invoice	Date	Description		Amount
	14954	01/06/2015	D-10943		89.49
Check	01/23/2015	250547 Accounts Payable	Gulf Coast Truck & Equipment EV# 116684		191.85
	Invoice	Date	Description		Amount
	287962M	01/06/2015	S-4731 Truck #3028		191.85
Check	01/23/2015	250548 Accounts Payable	Gulf States Distributors EV# 212613		85.90
	Invoice	Date	Description		Amount
	1203261-IN	01/16/2015	BI17709 7205 XL liner belt 46-52		85.90
Check	01/23/2015	250549 Accounts Payable	Highway Handyman Products Inc.		80.26
	Invoice	Date	Description		Amount
	16597	01/06/2015	D-10897		80.26
Check	01/23/2015	250550 Accounts Payable	Independent Glass Company EV# 461427		182.48
	Invoice	Date	Description		Amount
	I070100	01/06/2015	S-4726 Truck #5055		182.48
Check	01/23/2015	250551 Accounts Payable	Janet Buskey, Revenue Commissioner		132,600.00
	Invoice	Date	Description		Amount
	July 2014 Redemp	01/16/2015	Overbids on parcels redeemed in accordance with ACT 2013-370		132,600.00
Check	01/23/2015	250552 Accounts Payable	Janet Buskey, Revenue Commissioner		269,500.00
	Invoice	Date	Description		Amount
	Dec/14 Redemp	01/16/2015	Overbids on parcels redeemed in accordance with ACT 2013-370		269,500.00
Check	01/23/2015	250553 Accounts Payable	Johnson & Sons Steel Inc.		825.00

User: Patti Adams

Pages: 3 of 6

1/22/2015 11:14:51 AM

28

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
Check	436		01/16/2015	Johnson & Sons Steel Inc. - Asphalt Tank #21588		825.00
	01/23/2015	250554	Accounts Payable	Manning Business Machines (EV #468942)		507.00
	Invoice		Date	Description		Amount
Check	052963		01/16/2015	Manning Business Machines - Time Clock for Dist III & Bridge		507.00
	01/23/2015	250555	Accounts Payable	Marshall Lumber Co. EV# 501976		26.97
	Invoice		Date	Description		Amount
Check	2418580		01/06/2015	D-10745		7.98
	2420720		01/06/2015	D-10747		18.99
	01/23/2015	250556	Accounts Payable	Meco Inc EV# 493304		1,300.07
	Invoice		Date	Description		Amount
Check	102987		01/06/2015	S-4732 Dist #'s 2 & 3 Diesel Pumps		157.68
	102904		01/16/2015	Meco - Diesel Dispenser at Dist. II		1,142.39
	01/23/2015	250557	Accounts Payable	Office of Prosecution Services EV# 483491		70.00
	Invoice		Date	Description		Amount
Check	07/14 - 6		01/16/2015	6 PTD DUI Database Additions, July 2014		42.00
	09-11/2014		01/16/2015	4 PTD DUI Database Additions, Sep/Oct/Nov 2014		28.00
	01/23/2015	250558	Accounts Payable	Pro Chem, Inc. EV# 307927		1,078.50
	Invoice		Date	Description		Amount
Check	0561563-IN		01/16/2015	Pro Chem, Inc. - Sign Shop per Quote		1,078.50
	01/23/2015	250559	Accounts Payable	Public Risk Management Association		385.00
	Invoice		Date	Description		Amount
Check	Dnow-Org60		01/16/2015	Annual Membership Dues 2015 -Invoice: Dnow-Org60		385.00
	01/23/2015	250560	Accounts Payable	Rasix Computer Center dba Academic Supp EV N/A		182.32
	Invoice		Date	Description		Amount
Check	IN-1034547		01/16/2015	Rasix Computer Center - Sign Shop		182.32
	01/23/2015	250561	Accounts Payable	Schneider Electric Buildings Americas, EV# 11815		80,354.72

User: Patti Adams

Pages: 4 of 6

1/22/2015 11:14:51 AM

29

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
Check	PC12P0148/ App11	01/16/2015	MCC Youth Facility Remodel - Project # PC12PO148		80,354.72
	01/23/2015	250562 Accounts Payable	Southland International Trucks Inc. EV#407682		388.87
	Invoice	Date	Description		Amount
Check	BI94717	01/06/2015	S-4727 Truck #3033		33.01
	BI94657	01/16/2015	Southland International - Truck #3033		355.86
	01/23/2015	250563 Accounts Payable	Stern Bros., Inc EV#492947		57.08
	Invoice	Date	Description		Amount
Check	071530	01/16/2015	Office Supplies		57.08
	01/23/2015	250564 Accounts Payable	Sunsouth EV# 432875		47.95
	Invoice	Date	Description		Amount
Check	1910733	01/06/2015	D-10746		47.95
	01/23/2015	250565 Accounts Payable	The Feed Lot EV#486643		4.91
	Invoice	Date	Description		Amount
Check	604835	01/06/2015	D-10942		4.91
	01/23/2015	250566 Accounts Payable	The Ice Man, Inc. EV#558686		80.00
	Invoice	Date	Description		Amount
Check	1596	01/16/2015	The Ice Man - INV #1596 - 02/2015		80.00
	01/23/2015	250567 Accounts Payable	Vincent Smith		40.00
	Invoice	Date	Description		Amount
Check	492465	01/16/2015	Refund Payment collect in error receipt#492465 dt 10.31.14		40.00
	01/23/2015	250568 Accounts Payable	Vocal (Victims of Crime & Leniency) EV#554574		20.00
	Invoice	Date	Description		Amount
Check	09-11/2014	01/16/2015	4 PTD DUI Defendant Fees, Sep/Oct/Nov 2014, 12-17-226.8(e)(2)		20.00
	01/23/2015	250569 Accounts Payable	Wal-Mart Community		71.76
	Invoice	Date	Description		Amount

30

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	008801		01/16/2015	Whirlpool Refrigerator Ice & Water Filter		71.76
	01/23/2015	250570	Accounts Payable	West Payment Ctr aka Thomson Reuters EV# 11557		1,413.41
						Amount
Check	830986886		01/16/2015	West Info Charges; Inv#830986886; Acct#1000121302; Dec 2014		1,413.41
	01/23/2015	250571	Accounts Payable	Wilson & Wilson, Inc. EV# 503369		585.69
						Amount
	111918		01/16/2015	Supplies-CD & DVD R Spindles, Rubber Bands, & Staples		159.01
	112673		01/16/2015	Supplies: Calendar, Post Its, Clips, CD/DVDs, pens, pads, misc		426.68
DISB Disbursement Fund 719 Totals:						\$498,265.57
Checks: 43						\$498,265.57

Transactions: 43

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

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: DISB - Disbursement Fund 719					
Check	01/23/2015	250572 Accounts Payable	A'viands, LLC		13,582.80
	Invoice	Date	Description		Amount
	78203	01/20/2015	F17326		4,073.03
	78204	01/20/2015	F17327		9,509.77
Check	01/23/2015	250573 Accounts Payable	Alabama Gas Corporation EV# N/A		2,624.71
	Invoice	Date	Description		Amount
	2015-00001316	01/20/2015	GAS BILL/00000625718		583.38
	2015-00001317	01/20/2015	GAS BILL/200000625721		1,298.52
	2015-00001318	01/20/2015	GAS BILL/200000625707		158.83
	2015-00001319	01/20/2015	GAS BILL/200000625726		215.70
	2015-00001320	01/20/2015	GAS BILL/200000864587		267.91
	2015-00001321	01/20/2015	GAS BILL/200000625500		100.37
Check	01/23/2015	250574 Accounts Payable	Alabama Jail Association		80.00
	Invoice	Date	Description		Amount
	2015-00001326	01/20/2015	MEMEBERSHIP FEES FOR MCDF EMPLOYEES		80.00
Check	01/23/2015	250575 Accounts Payable	Alabama Power Company EV# 40635		58,556.04
	Invoice	Date	Description		Amount
	2015-00001310	01/20/2015	POWER BILL/01072-97012		19,899.22
	2015-00001311	01/20/2015	POWER BILL/98183-48005		2,503.16
	2015-00001312	01/20/2015	POWER BILL/12293-48002		11,562.13
	2015-00001313	01/20/2015	POWER BILL/12293-48002		5,781.07
	2015-00001314	01/20/2015	POWER BILL/13133-48016		207.80
	2015-00001315	01/20/2015	POWER BILL/09077-80063		17,059.80
	2015-00001369	01/20/2015	POWER BILL/17677-79047		33.59
	2015-00001370	01/20/2015	POWER BILL/81423-52027		26.84
	2015-00001371	01/20/2015	POWER BILL/13593-51108		1,236.87
	2015-00001372	01/20/2015	POWER BILL/10112-94055		245.56
Check	01/23/2015	250576 Accounts Payable	AT&T EV# 322556		3,925.03
	Invoice	Date	Description		Amount
	2015-00001309	01/20/2015	acc 404R018177177 jan 1 2015		3,925.03

33

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250577 Accounts Payable	Azars Uniforms EV#481508		9,698.21
	Invoice	Date	Description		Amount
	2015-00001322	01/20/2015	UNIFORMS FOR MCDF November 2014		2,765.47
	2015-00001323	01/20/2015	(203)--UNIFORM OVERAGES FOR THE MONTH OF Dec 14		3,432.74
	2015-00001324	01/20/2015	(203)--ACCESSORIES AND UNIFORMS FOR DEC		3,500.00
Check	01/23/2015	250578 Accounts Payable	Barranco Enterprises LLC/Chappy's Deli EV#468942		197.20
	Invoice	Date	Description		Amount
	12/1/14	01/20/2015	Commission Meeting Breakfast		47.80
	12/15/14	01/20/2015	Commission Meeting Breakfast		53.80
	1/5/15	01/20/2015	Commission Meeting Breakfast		47.80
	1/20/15	01/20/2015	Commission Meeting Breakfast		47.80
Check	01/23/2015	250579 Accounts Payable	Butts , Shamika		8.96
	Invoice	Date	Description		Amount
	2015-00001376	01/20/2015	travel reimbursement 12/9/14 - 12/12/14 (16 Miles)		8.96
Check	01/23/2015	250580 Accounts Payable	CDW-Government Inc. EV# 109477		731.89
	Invoice	Date	Description		Amount
	rp44243	01/20/2015	SAMSUNG 840 EVO 250GB 2.5" SATA SSD		288.00
	QX94063	01/20/2015	Fujitsu Scansnap S1500 Scanner		443.89
Check	01/23/2015	250581 Accounts Payable	Central Paper Company Montgomery EV#476929		213.94
	Invoice	Date	Description		Amount
	000505647	01/20/2015	YF11990		88.08
	000505708	01/20/2015	YF11991		125.86
Check	01/23/2015	250582 Accounts Payable	Cintas Corp. - Location #231 EV# NA-		45.95
	Invoice	Date	Description		Amount
	8401883678	01/20/2015	YF11989		45.95
Check	01/23/2015	250583 Accounts Payable	Climate Service, Inc. EV# 473752		1,181.75
	Invoice	Date	Description		Amount
	141216-007	01/20/2015	Replace Circuit Board on J1 Domestic Hot Water Boiler		1,181.75

User: Reba McMillan

Pages: 2 of 10

1/22/2015 11:45:26 AM

34

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250584 Accounts Payable	CLS Service EV# 554553		1,716.40
	Invoice	Date	Description		Amount
	11244	01/20/2015	Laundry Service for MCDF Inmates		866.26
	11245	01/20/2015	Laundry Service for MCDF Inmates		850.14
Check	01/23/2015	250585 Accounts Payable	CMS Communications, Inc. EV# 468942		4,075.00
	Invoice	Date	Description		Amount
	on#1633524	01/20/2015	Cisco Catalyst 3750G-48TS-E Switch for Disaster Recovery site		4,075.00
Check	01/23/2015	250586 Accounts Payable	Crosby Drinkard Group, LLC (EV# NOT REQ)		4,375.00
	Invoice	Date	Description		Amount
	020115	01/20/2015	Professional Services February 2015 (Invoice #020115)		4,375.00
Check	01/23/2015	250587 Accounts Payable	Crown Printing & Office aka/Gulf Coast CEV#476335		122.87
	Invoice	Date	Description		Amount
	7085087-0	01/20/2015	2015 Calendar Refills, Desk Calendars, & At A Glance Appt Books		122.87
Check	01/23/2015	250588 Accounts Payable	Dell Marketing LP EV# 49098		18,053.83
	Invoice	Date	Description		Amount
	XJK22X3R2	01/20/2015	Dell 3100 cn cartridges for MCDF		531.96
	XJKWD68X2	01/20/2015	PowerEdge Server and VM Ware License		6,542.56
	XJKWMR526	01/20/2015	PowerEdge Server and VM Ware License		10,929.73
	XJM4X8P27	01/20/2015	PowerEdge Server and VM Ware License		49.58
Check	01/23/2015	250589 Accounts Payable	Dish Network		36.78
	Invoice	Date	Description		Amount
	1/23-2/22 2015	01/20/2015	Programming/Subsription Charges.		36.78
Check	01/23/2015	250590 Accounts Payable	Electronic Security Service EV# 530800		952.00
	Invoice	Date	Description		Amount
	15-01345	01/20/2015	(231)--QUARTERLY MONITORING FOR FIRING RANGE CLASS RM		54.00
	81	01/20/2015	1st Qtr Monitoring Jan. Feb. Mar 2015		639.00
	14-0010045	01/20/2015	YF11994		76.00
	78	01/20/2015	Invoice# 78 - Quarterly Monitoring January - March 2015		183.00

User: Reba McMillan

Pages: 3 of 10

1/22/2015 11:45:26 AM

35

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250591 Accounts Payable	ELSAJA Court Square, LLC.		13,008.33
	Invoice	Date	Description		Amount
	Feb 2015	01/20/2015	February 2015 rent-Montgomery Co DA, One Dexter Plaza		13,008.33
Check	01/23/2015	250592 Accounts Payable	Faulkner University EV#NOT REQ		5,829.16
	Invoice	Date	Description		Amount
	119	01/20/2015	Rent for February 2015		5,829.16
Check	01/23/2015	250593 Accounts Payable	Flowers , William D , III		399.92
	Invoice	Date	Description		Amount
	2015-00001375	01/20/2015	Request #1-travel reimbursement for APJA Winter Conference		399.92
Check	01/23/2015	250594 Accounts Payable	Fritz & Hill, LLC		475.00
	Invoice	Date	Description		Amount
	12/12/2014	01/20/2015	Temporary Judge Fees for C. Richard Hill, Jr. 12/23/14		475.00
Check	01/23/2015	250595 Accounts Payable	G & K Services EV# 29832		244.89
	Invoice	Date	Description		Amount
	1146805887	01/20/2015	Uniform Rental		169.39
	1146805888	01/20/2015	Cleaning Supply Rental		39.90
	1146805886	01/20/2015	Cleaning Supply Rental		35.60
Check	01/23/2015	250596 Accounts Payable	GlassMax EV#542634		40.00
	Invoice	Date	Description		Amount
	8935	01/20/2015	(234)--ROCK CHIP REPAIR VEHICLE #6454		40.00
Check	01/23/2015	250597 Accounts Payable	Glidden Professional Paint Center		96.38
	Invoice	Date	Description		Amount
	819002009974	01/20/2015	Paint Supplies for 3rd Floor Courthouse		96.38
Check	01/23/2015	250598 Accounts Payable	Gulf States Distributors EV# 212613		2,142.00
	Invoice	Date	Description		Amount
	1202697-in	01/20/2015	LAWNMAN(SPEER) 357 125 Gr.		1,974.00
	1203383-in	01/20/2015	(203)--REPLACE DUTY BOOTS FOR LT K HARBIN		84.00
	1204022-IN	01/20/2015	(203)--REPLACE DUTY BOOTS FOR CPL J LUCAS		84.00
Check	01/23/2015	250599 Accounts Payable	Hart's Auto Supply EV# 482262		960.00

User: Reba McMillan

Pages: 4 of 10

1/22/2015 11:45:26 AM

36

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719

Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	35151		01/20/2015	(234)--FRT BRAKES FOR CROWN VIC 0931-20	960.00
Check	01/23/2015	250600 Accounts Payable	Haskell Slaughter & Gallion, LLC		10,926.02
	Invoice		Date	Description	Amount
	JAN 8 2015		01/20/2015	Haskell Slaughter & Gallion LLC-January 2015 Additional	10,926.02
Check	01/23/2015	250601 Accounts Payable	Headley Plumbing & Septic Tank EV# N/A-		82.50
	Invoice		Date	Description	Amount
	13303		01/20/2015	YF11993	82.50
Check	01/23/2015	250602 Accounts Payable	IDW LLC dba ID Wholesaler		136.00
	Invoice		Date	Description	Amount
	1079866		01/20/2015	(211)--FARGO DTC 1000 RIBBON YMCKO ITEM #45000	136.00
Check	01/23/2015	250603 Accounts Payable	Interline Brands dba Amsan EV# 159394		658.40
	Invoice		Date	Description	Amount
	324968098		01/20/2015	RENOWN HAND SOAP	236.00
	324968106		01/20/2015	Reown Disinfectant Deodorant II	295.68
	325358059		01/20/2015	Reown Disinfectant Deodorant II	126.72
Check	01/23/2015	250604 Accounts Payable	Kenneth Holmes		80.64
	Invoice		Date	Description	Amount
	2015-00001325		01/20/2015	144 miles travelled 12/12/14 thru 12/31/14	80.64
Check	01/23/2015	250605 Accounts Payable	Language Line Solutions EV# N/A		11.75
	Invoice		Date	Description	Amount
	3521738		01/20/2015	(251)--Language Interpretation Bill In #3521738	11.75
Check	01/23/2015	250606 Accounts Payable	Lexis Nexis EV# 19170		365.04
	Invoice		Date	Description	Amount
	3090131429		01/20/2015	Invoice# 3090131429 - Acct# 1000HVMQH	365.04
Check	01/23/2015	250607 Accounts Payable	Lowes Home Centers, Inc. EV#19959		39.58
	Invoice		Date	Description	Amount
	22643		01/20/2015	(216)--LEMON PINE SOL 144 OZ ITEM #612249	39.58

User: Reba McMillan

Pages: 5 of 10

1/22/2015 11:45:26 AM

37

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250608 Accounts Payable	Marshall Lumber Co. EV# 501976		4.00
	Invoice	Date	Description		Amount
		2421470	01/20/2015	YF11992	4.00
Check	01/23/2015	250609 Accounts Payable	McQuick Printing Company EV#494640		5,799.45
	Invoice	Date	Description		Amount
		48319	01/20/2015	Tag & Boat Renewals for January 2015	274.16
		48318	01/20/2015	Tag & Boat Renewals for January 2015	5,525.29
Check	01/23/2015	250610 Accounts Payable	Mid-South Electric Company EV# 480564		1,682.75
	Invoice	Date	Description		Amount
		14-701	01/20/2015	Repair Electrical Box under J1 Kitchen Serving Line	237.75
		14-706	01/20/2015	(242)-INSTALL AIR COMPRESSOR CIRCUIT W/SWITCH	1,445.00
Check	01/23/2015	250611 Accounts Payable	Montgomery Area Committee of 100		500.00
	Invoice	Date	Description		Amount
		1187	01/20/2015	Invoice# 1187 - Membership Dues for Judge Steven L. Reed	500.00
Check	01/23/2015	250612 Accounts Payable	Montgomery County Assoc of Volunteer Fire Dept		29,134.39
	Invoice	Date	Description		Amount
		2015-00001365	01/20/2015	ADVALOREM TAXES	29,134.39
Check	01/23/2015	250613 Accounts Payable	Montgomery County Health Department EV# 483210		97,187.25
	Invoice	Date	Description		Amount
		2015-00001362	01/20/2015	APPROPRIATION FY 2014-2015	97,187.25
Check	01/23/2015	250614 Accounts Payable	Norment Security Group, Inc.		22,735.54
	Invoice	Date	Description		Amount
		1047765-1773	01/20/2015	Preventive Maintenance Contract	21,773.54
		104776501 15	01/20/2015	Repair Courthouse Parking Lot Arm	962.00
Check	01/23/2015	250615 Accounts Payable	Office Depot, Inc. EV# 19959		11.16
	Invoice	Date	Description		Amount
		74742344001	01/20/2015	At-A-Glance Monthly Planner	11.16

User: Reba McMillan

Pages: 6 of 10

1/22/2015 11:45:26 AM

38

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250616 Accounts Payable	Payliance a/k/a Tigertranz (EV# -N/A)		110.30
	Invoice	Date	Description		Amount
		150129873	01/20/2015	Invoice# 150129873 - Acct# MCPC0000	110.30
Check	01/23/2015	250617 Accounts Payable	Pitney Bowes Reserve Account		15,000.00
	Invoice	Date	Description		Amount
		2015-00001374	01/20/2015	Postage for Mail Machine (Support Services) Acct# 5002773	15,000.00
Check	01/23/2015	250618 Accounts Payable	Postmaster Bulk Mailing EV# NOT REQ		702.91
	Invoice	Date	Description		Amount
		B LICENSE	01/20/2015	Bulk Mailing of Business License Delinquency Notices	702.91
Check	01/23/2015	250619 Accounts Payable	Quality Correctional Health EV# 485920		149,892.31
	Invoice	Date	Description		Amount
		1817	01/20/2015	Medical Service for the month of February 2015	149,892.31
Check	01/23/2015	250620 Accounts Payable	Radio Shack Corporation		11.24
	Invoice	Date	Description		Amount
		010371	01/20/2015	(219) - SANDISK® 16GB SDHC™ MEMORY CARD	11.24
Check	01/23/2015	250621 Accounts Payable	Rasix Computer Center dba Academic Supp EV N/A		313.49
	Invoice	Date	Description		Amount
		in-1034663	01/20/2015	HP Laserjet P4015 Maintenance Kit	313.49
Check	01/23/2015	250622 Accounts Payable	RDS EV#108377		3,824.07
	Invoice	Date	Description		Amount
		5208REV	01/20/2015	Audit fees for RDS Invoice # 5208REV	3,824.07
Check	01/23/2015	250623 Accounts Payable	Red Bazzell & Son Inc EV# 501943		150.00
	Invoice	Date	Description		Amount
		37750	01/20/2015	(234)--REPAIR BODY WORK VEH# 6413	150.00
Check	01/23/2015	250624 Accounts Payable	Renasant Bank EV#114147		80,925.50
	Invoice	Date	Description		Amount
		2/1/2015	01/20/2015	Interest Payment 2/1/2015 Acct# 02010003837	80,925.50

User: Reba McMillan

Pages: 7 of 10

1/22/2015 11:45:26 AM

39

Montgomery County Commission Payment Batch Register

Bank Account: DISB - Disbursement Fund 719
Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250625 Accounts Payable	Russell Petroleum Corp.		4,314.23
	Invoice	Date	Description		Amount
	95822	01/20/2015	(15200)--1 LOAD OF GAS FOR K9		4,314.23
Check	01/23/2015	250626 Accounts Payable	Simmons Battery Co., LLC EV# 496029		239.00
	Invoice	Date	Description		Amount
	SR#31808	01/20/2015	(239)--REPLACE BATTERIES IN MCSO RADAR TRAILER		239.00
Check	01/23/2015	250627 Accounts Payable	Southern Linc (EV Not Required)		66.00
	Invoice	Date	Description		Amount
	pos1205099281	01/20/2015	(236)--REPLACEMENT I-365 PTT SOUTHERN LINC PHONE		66.00
Check	01/23/2015	250628 Accounts Payable	Southern Pipe & Supply Co., Inc.		85.03
	Invoice	Date	Description		Amount
	8260617-00	01/20/2015	Jail 2 Toilet Supplies		85.03
Check	01/23/2015	250629 Accounts Payable	Steven L. Reed - Reimbursements		470.99
	Invoice	Date	Description		Amount
	2015-00001377	01/20/2015	Request #1- travel reimbursement for APJA Winter Conference		470.99
Check	01/23/2015	250630 Accounts Payable	Steven L. Reed, Probate Judge		18.00
	Invoice	Date	Description		Amount
	2015-00001373	01/20/2015	Title Transfer for Purchased Surplus Vehicle (6492)		18.00
Check	01/23/2015	250631 Accounts Payable	T W Telecom Holdings, Inc.		1,019.80
	Invoice	Date	Description		Amount
	2015-00001366	01/20/2015	TELECOM 01/10/2015		1,019.80
Check	01/23/2015	250632 Accounts Payable	Telecommunications Fund EV# Not Required		36.30
	Invoice	Date	Description		Amount
	isd513153/dec/14	01/20/2015	Frame Relay charges - January 2015		36.30
Check	01/23/2015	250633 Accounts Payable	The Bridge, Inc. EV#491986		37,500.00
	Invoice	Date	Description		Amount
	01312015	01/20/2015	administration of Davis Program		37,500.00

User: Reba McMillan

Pages: 8 of 10

1/22/2015 11:45:26 AM

40

Montgomery County Commission
Payment Batch Register
 Bank Account: DISB - Disbursement Fund 719
 Batch Date: 01/22/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/23/2015	250634 Accounts Payable	The Parish Law Firm/Ed Parish, Jr		300.00
	Invoice	Date	Description		Amount
	12/30/2014	01/20/2015	Temporary Judge Fees for 12/30/14		300.00
Check	01/23/2015	250635 Accounts Payable	United Parcel Service EV N/A-		122.30
	Invoice	Date	Description		Amount
	0000971518514	01/20/2015	(252)--SHIPPING CHARGES TO TASER INTN INV#000097T5T8514		78.32
	0000971518524	01/20/2015	(252)--SHIPPING CHARGES TO TASER INTN INV#000097T5T8514		43.98
Check	01/23/2015	250636 Accounts Payable	Vocal (Victims of Crime & Leniency) EV#554574		1,250.00
	Invoice	Date	Description		Amount
	2015-00001363	01/20/2015	APPROPRIATION FY 2014-2015		1,250.00
Check	01/23/2015	250637 Accounts Payable	W W Grainger, Inc. EV# 19959		200.20
	Invoice	Date	Description		Amount
	9611523102	01/20/2015	GOJO Green Certified Foam Hand, Hair & Body Wash		200.20
Check	01/23/2015	250638 Accounts Payable	Wal-Mart Community		109.59
	Invoice	Date	Description		Amount
	008359	01/20/2015	Various Miscellaneous Items		109.59
Check	01/23/2015	250639 Accounts Payable	Water Works Board (EV# NOT REQ)		40.00
	Invoice	Date	Description		Amount
	2015-00001368	01/20/2015	WATER BILL/15-0118.600		40.00
Check	01/23/2015	250640 Accounts Payable	Wetumpka Tinting LLC		130.00
	Invoice	Date	Description		Amount
	1215	01/20/2015	(219)--MCSO VEHICLE TINT		130.00
Check	01/23/2015	250641 Accounts Payable	Xerox Corp. EV# 83117		1,172.70
	Invoice	Date	Description		Amount
	77486773	01/20/2015	rental copiers		181.87
	77486769	01/20/2015	Copy Machine Rental for December 2014		141.72
	77486757	01/20/2015	Copy Machine Rental for December 2014		145.33
	77486778	01/20/2015	Copy Machine Rental for December 2014		129.95

User: Reba McMillan

Pages: 9 of 10

1/22/2015 11:45:26 AM

17

Batch Date: 01/22/2015

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