

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

APRIL 17, 2017

AGENDA

INFORMATION SESSION

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

Prayer

Reports from Staff:

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

Comments from Scheduled Attendees:

CEO Jackie Bushman and President Lewis Figh with Buckmasters
President Mike Rutland with JMR+H Architecture, PC
Probate Judge Steven L. Reed and Director of Elections Darryl Parker
Revenue Commissioner Janet Buskey
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery
Area Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Walker

Pledge of Allegiance Led by Commissioner Sankey

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 3, 2017

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of the Appointment of Mr. John A. Mitchell, Sr. as Representative-At-Large to the Mid-South Resource Conservation and Development Council, Inc., and for him to serve in this position at the pleasure of the Montgomery County Commission, County Commission
2. Consider Authorization of the Reappointment of Ms. Ellen Keel for a Term Ending March 1, 2023, Pilgrim Providence Water and Fire Protection Authority
3. Consider Authorization of the Reappointment of Mr. William "Bill" Huneycutt for a Term Ending March 1, 2023, Pintlala Water & Fire Protection Authority
4. Consider Authorization to Sell a 2004 Chevrolet Astro Van to Bullock County Sheriff's Office in the Amount of \$2,700, Sheriff's Office
5. Consider Authorization of an Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC, regarding Acquisition of the Parking Deck Facility and Underlying Real Estate located at 100 South Perry Street, Montgomery, Alabama, County Commission
6. Consider Authorization of a Purchase and Sale Agreement and for this Agreement to be presented to JP 25 Washington, LLC, regarding the Parking Deck Facility and Underlying Real Estate located at 100 South Perry Street, Montgomery, Alabama, County Commission
7. Consider Authorization of Extension of Lease Agreement with the Alabama Department of Human Resources for the DHR Building located at 3030 Mobile Highway, Montgomery, Alabama, to begin on the 1st day of April 2017 and end on the 31st day of March 2022, County Commission
8. Consider Authorization of Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Authorization of Bid Award to Chappy's Deli for Employee Luncheon, Bid Number 51988-17B-011, County Commission
10. Consider Authorization of Final Pay Application to J. J. Morley Enterprises for Weatherization of Courthouse and Jail 1, in the amount of \$17,829.45, County Commission
11. Consider Authorization of Budget Change Request Number 38 for Annex I Sheriff's Dispatch Project in the Amount of \$249,936, County Commission Appropriations
12. Consider Budget Change Request Number 39 to The Samaritan Counseling Center for Youth and Family Initiatives in the Amount of \$20,000, County Commission Appropriations

13. Consider Budget Change Request Number 40 to the Boy Scouts of America, Tukabatchee Area Council for Youth Leadership Camp in the Amount of \$5,000, County Commission Appropriations
14. Consider Budget Change Request Number 3, Engineering Department
15. Consider Budget Change Request Number 1, Personnel Department
16. Consider Position Fill Request – Detention Facility (3)
 - Corrections Officer Sergeant, Position Number 500421158
 - Corrections Officer Trainee/Corrections Officer, Position Number 500419117
 - Corrections Officer Trainee/Corrections Officer, Position Number 500419180
17. Consider Position Fill Request – District Attorney’s Office (1)
 - Assistant Director, Pre-Trial Diversion, Position Number 420002003
18. Consider Position Fill Request – Parks & Recreation Department (1)
 - Recreation Leader, Position Number 240336001
19. Consider Position Fill Request – Probate Judge’s Office (1)
 - Assistant Tag and License Supervisor, Position Number 750053012
20. Consider Travel/Training Requests (10)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

APRIL 17, 2017

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

MAY 1, 2017

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

MAY 15, 2017

Regular County Commission Meeting
4:00 p.m. - Information Session
5:30 p.m. - Formal Session
District 2 Meeting – Pintlala Baptist Church
73 Federal Road, Hope Hull, AL 36043
After Conclusion of the Formal Session, an
Information Session may be conducted

MAY 29, 2017

County Holiday (Memorial Day)

JUNE 5, 2017

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

JUNE 19, 2017

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-7-17

Check Number	To	Check Number
268164		268265
Total Checks Paid		\$720,784.09

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

AGENDA

APR 17 2017

4-17-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-7-17

Check Number	To	Check Number
268116		268163
Total Checks Paid		\$304,655.29

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
4/14/17

Payroll Check Number	127651	To	Payroll Check Number	127721	\$ 57,907.65
Direct Deposits					\$ 873,856.58
Payroll Check Number	127722	To	Payroll Check Number	127744	\$ 256,908.48
Direct Deposits					\$ 403,619.26
Federal Deposits					\$ 343,977.57
Total Payroll Paid					\$ 1,936,269.54

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

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

April 12, 2017

AGENDA

APR 17 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Mid-South Resource Conservation and Development Council, Inc.

Under the Constitution and Bylaws of the Mid-South Resource Conservation and Development Council, Inc., the Montgomery County Commission appoints a member to the Council as its representative. Deputy Administrator Florence Cauthen was appointed in December 2016 as the Commission's representative.

In addition, the County Commission and the County Conservation District Board jointly appoint two members-at-large. Ms. Becky Wood and County Conservation District representatives Raymond Boykin and Jimmy Smitherman have requested that former Deputy Administrator John A. Mitchell, Sr., be appointed as a member-at-large. Mr. Mitchell would like to serve in that capacity.

I request that the appointment of John A. Mitchell, Sr. as representative-at-large to the Mid-South Resource Conservation and Development Council, Inc., and for him to serve in this position at the pleasure of the Montgomery County Commission be placed on the next agenda.

DLM/tn

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
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AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointment to Pilgrim Providence Water and Fire Protection Authority

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda the reappointment of Ms. Ellen Keel as a board member of the Pilgrim Providence Water and Fire Protection Authority for a term ending March 1, 2023.

I am requesting approval of this reappointment.

/tn

Attachments

**Pilgrim Providence Water Authority
P. O. Box 143
Ramer, Al 36069
334-312-3529**

March 27, 2017

**Donnie Mims
County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Al 36102**

Dear Mr. Mims,

The Pilgrim Providence Water Authority would like to request the approval to re-appoint Ellen Keel to our Board of Directors. She has served selflessly for the past six years and has agreed to serve again. Thank you for your consideration in this matter.

Sincerely,

**Joyce Hubbard
Manager/Operator**

Pilgrim-Providence Water
And Fire Protection Authority

Members:

Term Expires:

David Livingston
Vice Chairman
13715 Old Pike Road
Mathews, AL 36052

(Place 1)

3/1/2019

Richard H. Phelps
Chairman
2828 Greenwood Drive
Mathews, AL 36052

(Place 2)

3/1/2021

* Ellen Keel
19996 Old Pike Road
Fitzpatrick, AL 36029
Home: (334) 584-9267

(Place 3)

3/1/2017

Copy of Appt. letters to:

John F. Andrews
Capell, Howard, Knabe & Cobbs P.A.
P.O. Box 2069
Montgomery, AL 36197

Ronald D. Wyatt, Area Director
United State Department of Agriculture
205 West Adams Street
Dothan, Alabama 36303

Pilgrim-Providence Water and Fire Protection Authority
P.O. Box 143
Ramer, AL 36069

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointment to Pintlala Water and Fire Protection Authority

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda the reappointment of Mr. William "Bill" Huneycutt as a board member of the Pintlala Water & Fire Protection Authority for a term ending March 1, 2023.

I am requesting approval of this reappointment.

/tn

Attachment

Pintlala Water & Fire Protection Authority

Members:

Term Expires:

* William "Bill" Huneycutt
19675 U.S. Highway 31
Letohatchee, AL 36047

3/1/2017

Cecil Brendle
308 Pettus Road
Hope Hull, AL 36043
Phone: 281-4282

3/1/2019

Wayne G. Hatcher
195 Lamar Road
Hope Hull, AL 36043
Phone: 281-4180

3/1/2021

Cc: Chairman (Brendle)
Maintenance: Fran Pugh, 288-5054)

Term: 6 years



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

APR 17 2017

March 20, 2017

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Sale of Detention Facility Vehicle

2017 MAR 20 / 11 8:36

I am requesting that the County Commission approve the sale of our 2004 Chevrolet Astro Van to Bullock County Sheriff's Office for \$2,700.00. The said van is currently in our inventory identified as vehicle number 6144; however, it is no longer in service. I have indicated below information concerning the said vehicle:

Make: Chevrolet
Model: Astro
Body Type: Van
Mileage: 171,550
VIN #: 1GCDM19X54B110158

I have enclosed a copy of the letter received from Sheriff Rogers requesting the van for the Bullock County Sheriff's Office.

If you have any questions, please do not hesitate to contact me or my assistant.

DC/crv

encl.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

4-1

Raymond D. Rodgers
SHERIFF

Anthony L. Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

Office Phone: 334-738-2670
County Jail: 334-738-9222
Fax: 334-738-3982

RE: Vehicle Purchase Request

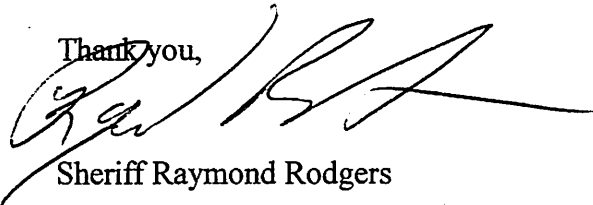
March 17, 2017

TO: Montgomery County Commission

RE: Letter of Intent to Purchase

The Bullock County Sheriff Department request to purchase a passenger van from the Montgomery County Sheriff's Department. This letter serves as a letter of intent to purchase a passenger van from the Montgomery County Sheriff Department. I would to submit my a bid of \$2,700 dollars; I am writing this letter of intent to purchase the passenger van.

Thank you,



Sheriff Raymond Rodgers

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Purchase and Sale Agreement with JP 25 Washington, LLC

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda a Purchase and Sale Agreement, which is to be presented to JP 25 Washington, LLC, regarding the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

I am requesting approval of this Agreement and for it to be presented to the Seller.

/tn

Attachment

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between **JP 25 Washington, LLC** (hereinafter referred to as "Seller"), and **Montgomery County Commission** (hereinafter referred to as "Buyer");

WITNESSETH:

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

The parking deck facility and underlying real estate located at 100 South Perry, Montgomery, Alabama known by Tax Parcel Number 1003073303056.000.

containing approximately .5784 acres lying and being situated in The City of Montgomery, Alabama, as more particularly designated on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as "Property"), together with all appurtenances, rights of way, improvements, privileges, easements, and other rights benefitting or pertaining to the Property and all right, title and interest of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof. The legal description of the Property shall be based on the Survey attached hereto as Exhibit "A" and the Legal Description attached hereto as Exhibit "B".

2. **PURCHASE PRICE.** The Purchase Price of the Property (the "Purchase Price") shall be Two Hundred Twenty Five Thousand and No/100 (\$225,000.00). The Purchase Price shall be payable as follows:

(a) The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing by cashier's check, wire transfer or cash.

3. **INSPECTION PERIOD.** Buyer shall have a period of sixty (60) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies (to include Phase I, Phase II, or greater) and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary and other governmental land use approvals, zoning variance(s), permits and licenses with respect to the Property and the intended use and development thereof, and to otherwise conduct a feasibility review and analysis with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the

contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing and all rights and obligations hereunder shall cease and terminate. Should Buyer fail to notify Seller within the Inspection Period, it shall be understood by all parties that Buyer elects not to proceed with the purchase of the Property and both parties shall be released from any further obligation to the other. The parties hereto agree and acknowledge that Buyer has been furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property.

b. In the event that an initial Phase I Environmental Study shows that the Property has environmental concerns then it will be necessary for the Buyer to conduct a Phase II Environmental Study. In said event it is understood by all parties that the Inspection Period shall be extended for an additional thirty (30) days and all other terms and conditions of the Agreement shall remain the same.

4. GOVERNMENTAL APPROVALS. Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans and shall deliver such originals to Buyer at closing. IN NO EVENT SHALL BUYER RE-ZONE THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

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

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller and Frank Thomas and Associates, LLC from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. SURVEY. See Survey attached as Exhibit "A". Seller has furnished Buyer with a Survey dated 10/17/07. Buyer reserves the right to conduct its own Survey at its own expense.

8. ABSTRACT OF TITLE. Seller agrees at its cost to furnish the Buyer within seven (7) days after the Effective Date of this Agreement, an up-to-date Abstract of Title or a Title Binder of the entire Property extending back at least sixty (60) years and disclosing good and merchantable fee simple title thereon vested in Seller. Buyer shall have its attorney examine the abstract of title; provided, however, it is Buyer's requirement that the Abstract of Title disclose Seller as present owner of fee simple title to the Property without exception except for ad valorem taxes not yet due and payable, any existing mortgage(s) (from which the Property shall be released at Closing) and such other easements and exceptions as Buyer may, in its sole and absolute discretion, waive in writing (the "Permitted Exceptions"). If the Abstract of Title discloses a defect or defects in title to any portion of the Property or discloses easements or other exceptions that Buyer is unwilling to waive, then Buyer agrees to notify Seller in writing of such matters within ten (10) days of Buyer's receipt of the Abstract and Seller, in its sole discretion may proceed to cure such matters at Seller's expense. If said matters are not cured within twenty (20) days after notice, then Buyer may grant Seller additional time to cure the defects and, further, Buyer may, at any time thereafter, at its option, in writing, waive such defect or unacceptable easements or other exceptions or cancel this Agreement. Seller represents that it presently owns fee simple title to the Property, except for any existing mortgage which Seller covenants to have released with respect to the Property at the time of Closing, and Seller covenants that it will not permit any change in the status of the title to the Property until this Agreement has been consummated or otherwise terminated in accordance with the terms hereof. Risk of loss prior to Closing shall be borne by Seller.

9. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is thirty (30) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day or such earlier date as Seller and Buyer may mutually agree. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a General Warranty Deed conveying a good and merchantable, indefeasible fee simple title to the Property subject to covenants, restrictions reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey and taxes and assessments hereafter becoming due against said Property. The description used in the deed shall be one and the same and shall coincide with the legal description of the Property by virtue of the new Survey. Seller shall pay at Closing, by deducting from the Purchase Price, any and all expenses herein provided to be paid by Seller and the cost of preparing the deed. Buyer shall pay all costs, taxes and expenses for recording the deed. Ad valorem taxes, rental income, and utilities, if any, shall be prorated as of the date of Closing. Any assessments whether due or not levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may

be reasonably required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession. Buyer shall select and pay the Closing Attorney.

10. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy to seek specific performance. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may as its sole and exclusive remedy the right to seek of specific performance.

11. ENVIRONMENTAL CONCERNS. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance (s)", "hazardous waste (s)" or "hazardous material (s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified prior to Closing by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

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

Seller and Buyer expressly acknowledge that Frank Thomas and Associates, LLC has NOT made an independent investigation or determination with respect to the existence or nonexistence of asbestos, mold, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Buyer and Frank Thomas and Associates, LLC shall not be held responsible therefore. The provisions of this Paragraph shall survive the Closing.

12. UTILITIES. Seller and Buyer hereby acknowledge that this sale does NOT require Seller to deliver sanitary sewer, water service, storm drainage facilities, or any other utilities to the Property. It shall be Buyer's responsibility to determine the locations, capabilities and costs required to serve the Property with utilities necessary for the Property's intended use. Any and all costs related to these matters shall be paid by the Buyer. The provisions of this Paragraph shall survive the Closing.

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

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

Seller:

JP 25 Washington, LLC
2435 N. Central Expressway, Ste. 1650
Richardson, Texas 75080
Attn: Mark Jordan
O: 972.458.7600
Mobile: 214.906.0446
Email: Mjordan@jppartners.net

With Copy To (Which Does Not
Constitute Notice):

Buyer:

Chairman Elton N. Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Frank Thomas & Associates, LLC
Frank Thomas
2855 Zelda Road
Montgomery, Alabama 36106
O: 334.271.1236
Fax: 334.271.1237
Email: f.thomas@frankthomasllc.com

With Copy To (Which Does Not
Constitute Notice):

Haskell, Slaughter & Gallion, LLC
Tommy Gallion
8 Commerce Street, Suite 1200
Montgomery, Alabama 36104
O: 334.265.8573
Fax: 334.264.7945
Email: ttg@hsg-law.com

Gregory A. Carr, Sr.
2855 Zelda Road
Montgomery, Alabama 36106
Phone: 334.269.5900
Email: greg@gregory-carr.com

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

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

16. MISCELLANEOUS.

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

- (i) The Property is now assessed on a "fair market value" classification rather than a "current use" classification and is not subject to so-called "roll back taxes". In the event this warranty and representation shall prove to be untrue Seller shall be solely responsible for and agree to reimburse Buyer any additional ad valorem taxes in the nature of rollback or recapture taxes due under Code of Alabama 1975 Section 40-7-25.3, if such taxes are levied.
- (ii) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.

- (iii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alternations of the Property that have not been satisfactorily made.
- (iv) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy.
- (v) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

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

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of the Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) The Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Buyer and Seller.

17. AGENCY DISCLOSURE AND BROKERS. Pursuant to Ala. Code Section 34-27-8(c), the following Agency Disclosure is given by the Selling Company and the Listing Company.

The Listing Company is: Frank Thomas and Associates, LLC

The Listing Company is: (Two Blocks May Be Checked)

<u> </u>	An Agent of the Seller
<u> X </u>	An Agent of the Buyer
<u> </u>	An Agent of both the Seller and Buyer and is acting as a Limited Consensual Dual Agent
<u> </u>	Assisting the Buyer/Seller as a Transaction Broker

The Selling Company is: Frank Thomas and Associates, LLC

The Selling Company is: (Two Blocks May Be Checked)

<u> </u>	An Agent of the Seller
<u> X </u>	An Agent of the Buyer
<u> </u>	An Agent of both the Seller and Buyer and is action as a Limited Consensual Dual Agent
<u> </u>	Assisting the Buyer/Seller as a Transaction Broker

Seller's Initials: _____ Buyer's Initials: _____

18. FEE. Buyer has entered into a separate Agreement with Frank Thomas and Associates, LLC. It is agreed between Frank Thomas and Associates, LLC and Seller that Seller shall be responsible to pay one-half of the total fee (10%) or 5% of the Purchase Price. The Fee shall be paid by Seller in cash at Closing.

Except as set forth above, each of the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to the proposed purchase of the Property by Buyer. Each party acknowledges to the other that it has not dealt with any Broker except as set forth above. The provisions of this

other that it has not dealt with any Broker except as set forth above. The provisions of this Paragraph shall survive the Closing.

19. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

20. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

21. TAX MATTERS. Montgomery County acknowledges that the Seller contemplates seeking charitable deductions for the value of the Property over and above the Purchase Price. If requested Montgomery County will, at no cost to Montgomery County, provide such assistance and information that is required to be provided by a governmental entity receiving a charitable donation of land under the Internal Revenue Code in order for the contribution to be tax deductible by the donor of the Property, but Montgomery County will have no obligation to take any action or provide any information or assistance that Montgomery County reasonably believes is incorrect or contrary to applicable law. The Seller shall be solely responsible for any audits, costs, or liabilities that may arise from any tax deduction claimed by Seller in connection with the contemplated transactions and shall hold Montgomery County harmless for any claims related to the same. Montgomery County makes no representation regarding the fair market value of the Property or any tax-related consequences of the contemplated transactions. If the Seller seeks to receive any tax deduction for the gift of the Property they will obtain independent tax advice and be solely responsible for the costs of any appraisal and for compliance with the applicable provisions of the Internal Revenue Code and other applicable law.

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

and governed by the laws of the State of Alabama between the Montgomery County Commission and JP 25 Washington LLC .

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

SELLER:

JP 25 Washington, LLC

WITNESS:

By:_____

As:

Date: April ____, 2017

BUYER:

Montgomery County Commission

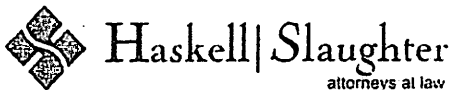
WITNESS:

By:_____

Elton N. Dean, Sr.

As: Chairman

Date: April ____, 2017



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

MEMORANDUM

April 13, 2017

TT6

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Purchase and Sale Agreement JP25 Washington, LLC

I have reviewed the Purchase and Sale Agreement ("Agreement") between JP25 Washington, LLC and Montgomery County Commission.

It is my opinion the Agreement is acceptable as is. The Agreement is legal and is binding on the parties executing same.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

April 13, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Purchase and Sale Agreement with JP25 Washington, LLC

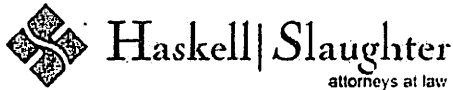
Attached is a Purchase and Sale Agreement with JP 25 Washington, LLC regarding the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

Please review the attached Agreement and issue an opinion by 12:00 Noon today, Thursday, April 13, 2017, today as to whether it is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment



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

MEMORANDUM

March 27, 2017

TTE

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Washington Street Parking Deck Purchase Agreement

Per our conversation today which included you, Florence Cauthen, Frank Thomas, I opine to the following:

- (1) I am in agreement with all of your suggestions outlined in a separate memo sent to me today;
- (2) I think we should employ Attorney Greg Carr to do the title search and provide a title opinion to the County;
- (3) My main concern is the fact that this parking deck is approximately 37 years old. I do not know the life expectancy of a 37 year old parking deck, but we need to obtain that information;
- (4) For liability purposes, we need to have Jack Daniel, a structural engineer give us an in depth opinion as to the safety and the expected long-term durability of the deck;
- (5) Once that information is obtained, we need to check and see if we can get an insurance policy on the deck based on the structural engineer's opinion. We also need to get Scott Kramer to check on this matter with our catastrophic insurance carrier and see if we would be covered under that policy.
- (6) Many things can happen that would create liability to an unguarded parking deck such as:
 - (a) a mugging, rape or murder at night in the deck;
 - (b) the deck collapsing and destroying automobiles and possibly a life;
 - (c) accidents of a car going off the parking deck onto the street and/or someone falling off of the parking deck

This is my main concern. Other than that, we can work through the other items fairly easy.

ELTON N. DEAN, SR.

CHAIRMAN

RONDA M. WALKER

VICE CHAIRMAN

DANIEL HARRIS, JR.

ISAIAH SANKEY

DOUG SINGLETON



DONALD L. MIMS, CPA, MPA

ADMINISTRATOR

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

334.832.1210

FAX: 334.832.2533

TDD: 334.265.3568

WWW.MC-ALA.ORG

AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda an Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC, regarding the acquisition of the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

I am requesting approval of this Agreement.

/tn

Attachment

Frank Thomas and Associates, LLC
Exclusive Authorization to Represent

1. Appointment of Buyer's Agent. **Montgomery County Commission** appoints **Frank Thomas and Associates, LLC**, as Buyer's agent for the purpose of assisting Buyer in the negotiation and purchase of the land and parking garage located at 100 South Perry Street, Montgomery, Alabama believed to be owned by JP25 Washington, LLC and known by Tax Parcel Number 10-03-07-3-303-056.000 (shown on Exhibit "A" attached) on the 17th day of April 2017.
2. Duration of Agency. This Agreement shall commence on the 17th day of April, 2017 and terminate at 11:59 p.m. on the 16th day of April, 2018 ("Termination Date"). However, if on the Termination Date, there is a binding agreement to purchase, option to purchase the Property in effect between Buyer and Seller and such purchase, option to purchase, has not closed, or negotiations for a purchase, option or lease are pending, then the agency created hereunder shall continue in effect according to the terms hereof until such time as negotiations are complete and any binding agreement to purchase, option to purchase is closed or any lease, or option to lease is in force.
3. Compensation of Broker: Broker's compensation is earned when Buyer enters into a binding written agreement for the purchase, option or lease of the Property and is payable as specified herein. In consideration of the services to be performed by Broker, Broker during the term of this agreement including any renewals or extensions, shall be paid a total fee of 10% of the purchase price in cash at closing of such purchase. Buyer shall only be responsible to pay Broker one-half of the fee or 5% of the purchase price and Seller shall only be responsible to pay one-half of the fee or 5% of the purchase price. The compensation to Broker by Seller shall be memorialized under a separate agreement between Broker and Seller.
4. Effect of Exclusive Authorization to Represent Agreement. By entering this agreement, Broker becomes the limited agent of Buyer for the purposes set forth herein and will represent Buyer to the extent set forth herein. By engaging Broker, as Buyer's exclusive agent, Buyer agrees to conduct all negotiations to purchase, option or lease the Property through Broker during the time this agreement is in effect.
5. Brokerage Services. Broker will exercise reasonable skill and care for Buyer. On behalf of Buyer, Broker will exercise good faith in performing the following services:
 - a. seeking a price and terms for the Property which are acceptable to Buyer,
 - b. procuring acceptance of an offer to purchase, exchange, option or lease the Property and to assist in the closing or completion of the purchase, exchange, option or lease;
 - c. presenting all offers to and from the Buyer in a timely manner,
 - d. disclosing to Buyer material facts actually known to Broker,
6. Failure to Close/Default. Failure by either party to comply with this agreement shall be a default, and the non-defaulting party may seek any relief as provided by law. In the event of Buyer's default, Buyer shall be liable for any compensation Broker is entitled to under this agreement.
7. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the

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

8. Assignment by Buyer. No assignment of Buyer's rights or obligations under this agreement and no assignment of rights or obligations in the Property obtained for Buyer under this agreement shall operate to defeat any of Broker's rights.
9. Modification of this Agreement. No modification of any of the terms of this agreement shall be valid, binding upon the parties, or enforceable unless in writing and signed by all parties.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This agreement is binding upon the parties, their heirs, administrators, executors, successors, and assigns. This agreement may not be assigned by either party without the written approval of the other party. Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement shall not be affected and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permitted by law. Headings herein are for informational purposes only and shall not aid in the construction of any of the provisions contained herein.

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy.

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

Date

Witness

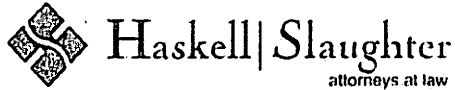
Date

H. Frank Thomas, III, Broker
Frank Thomas and Associates, LLC

Date

Witness

Date



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

MEMORANDUM

TTG

April 13, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Frank Thomas and Associates, LLC, regarding Parking
Deck Facility Located at 100 South Perry Street

I have reviewed the Frank Thomas and Associates, LLC, Exclusive Authorization to Represent ("Agreement") between Frank Thomas and Associates, LLC, and Montgomery County Commission.

It is my opinion the Agreement is acceptable as is. The Agreement is legal and is binding on the parties executing same.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

April 12, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Agreement with Frank Thomas and Associates, LLC
regarding Parking Deck Facility Located at 100 South Perry Street

Attached is an Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC, regarding the acquisition of the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

Please review the attached Agreement and issue an opinion by 10:00 a.m., Thursday, April 13, 2017, today as to whether it is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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WWW.MC-ALA.ORG

AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Extension of Lease Agreement for the DHR Building located at 3030 Mobile Highway, Montgomery, Alabama with the Alabama Department of Human Resources

Chairman Dean received a letter from Director Jacqueline Darnell with the Alabama Department of Human Resources (DHR), General Services Division, dated March 13, 2017, regarding the DHR building located at 3030 Mobile Highway, Montgomery, Alabama. On April 3, 2017, the County Commission discussed the notice of the Department's intention to extend the Lease Agreement for the third additional five-year period at \$1.00 per square foot for 101,289 sq. ft. at the monthly rate of \$8,440.75 or \$101,289 annually.

After discussion, the Montgomery County Commission agreed to place on the next agenda the Extension of Lease Agreement for the DHR Building located at 3030 Mobile Highway, Montgomery, Alabama with the Alabama Department of Human Resources. This extension will begin on the 1st day of April 2017 and end on the 31st day of March 2022.

I am requesting approval of the extension of this Lease Agreement.

/tn

Attachment



ROBERT BENTLEY
Governor

State of Alabama
Department of Human Resources

S. Gordon Persons Building
50 Ripley Street
P.O. Box 304000
Montgomery, Alabama 36130
334.242.1310
www.dhr.state.al.us



NANCY T. BUCKNER
Commissioner

March 13, 2017

Montgomery County Commission
100 South Lawrence Street
Montgomery, Alabama 36104

Attn: Mayor, Administrator, Chairman, and/or City Clerk

Re: County DHR Facility: Montgomery
Occupied: August 1993
Located: 3030 Mobile Highway, Montgomery, Alabama 36125

To Whom It May Concern:

In accordance with the renewal paragraph of the lease agreement between the State of Alabama, Department of Human Resources (DHR) and Clarke County Commission:

- Page: 8
- Section: 11

DHR hereby gives notice of our intention to extend the Lease Agreement as follows upon your concurrence:

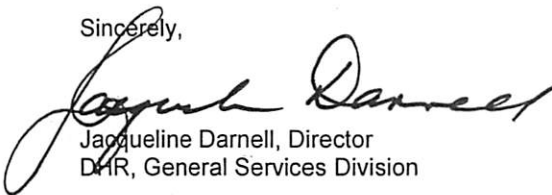
- The third additional five year term
- At \$1.00 per square foot for 101,289 square feet
- At the monthly rate of \$8,440.75 or \$101,289.00 annually
- Extension begins on the 1st day of April 2017 and end on the 31st March 2022

Please place your concurrence in writing to me at:

2773 Gunter Park Drive West, Montgomery, AL 36109 and include 12-months of rental invoices for payment.

If you have any questions or need additional information, please feel free to contact me at 334-409-6800 or Jacqueline.Darnell@dhr.alabama.gov.

Sincerely,


Jacqueline Darnell, Director
DHR, General Services Division

Cc: County Director, Montgomery County DHR
Brandi Rice and Chiquita Wilson-Penn, DHR Finance Accounts Payable
LaTrenda McCain-Lee, DHR Housing
Ken Bishop and Gwen Harrison, Office of Space Management

2017 MAR 15 AM 7:27
CLARKE COUNTY

LEASE AGREEMENT, by and between **MONTGOMERY COUNTY, ALABAMA** (herein called the "Lessor"), and **ALABAMA DEPARTMENT OF HUMAN RESOURCES**, an agency of the State of Alabama (herein called the "Agency").

In consideration of the respective agreements on the part of the Lessor and the Agency herein contained, the parties hereto do hereby agree as follows:

Section 1. Term of Lease; Rent Commencement Date. (a) This Lease Agreement shall take effect immediately upon its execution and delivery and shall continue in full force and effect until the first day of the month following the month during which the final rental payment is required to be made in accordance with the next succeeding paragraph (b) of this Section 1. Payment of rent shall commence as provided in the next succeeding paragraph (b) of this Section 1 and shall continue until the month specified in Section 3.

(b) Payment of the monthly rental hereunder shall begin as soon as practicable but no earlier than the date on which the Building (hereinafter described) is completed, and approval and/or certification by all appropriate city, county and state officials that the Building is ready for occupancy (the "Rent Commencement Date"). In the event the Rent Commencement Date occurs on any day other than the first day of a month, then the first rental payment hereunder shall be due on the day the Rent Commencement Date occurs and shall be in an amount prorated from the Rent Commencement Date until and including the last day of the month during which the Rent Commencement Date occurs. Said computation will be based on a thirty-day (30-day) month.

Section 2. **Location.** This Lease Agreement covers a building (the "Building") and parking lot to be constructed substantially in accordance with the plans, specifications and drawings heretofore furnished to the Agency. The property subject to this Lease Agreement shall be located on the real property described on Exhibit B (the "Site") and shall consist of the Building generally described in Exhibit A (the Site, the said building and related facilities located in the Site being herein together called the "Demised Premises"). It is anticipated that the drawings and specifications, including any site plan, may be changed prior to construction of the Building, but final plans and specifications will be submitted to the Agency for comment and approval prior to the commencement of construction. Agency, by the execution and delivery hereof, approves the plans, specifications and drawings for the Building heretofore furnished to it.

Section 3. **Rental Payments.** (a) The monthly rental hereunder shall be \$58,354.17 for each month, commencing with the month during which the Rent Commencement Date occurs and continuing until April 1, 2007 (prorated for the first rental payment in accordance with subparagraph (b) of Section 1 hereof). Monthly rental payments shall be due each on the first day of each calendar month upon submittal in advance by Lessor of two sworn invoices stating the amount due hereunder as required by law and regulations of the State Finance Department. The Trustee under the Indenture under which the Warrants are issued (as described in subparagraph (b) of this Section 3) shall determine and shall credit the Agency and by such credit shall decrease the scheduled payment of rental hereunder due on April 1 in each year, commencing April 1, 1993, by any amount paid by the Agency in the preceding 12-month period, including any interest earned thereon and held by

such Trustee, which will not be needed to pay the fees of the Trustee and principal and interest on the Warrants on such April 1.

(b) In addition to the stated monthly rental provided for in the preceding paragraph (a) of the Section 3, Agency shall pay as additional annual rental an amount equal to the casualty insurance premium on the Demised Premises. Upon submission to the Agency of a copy of the invoice for the casualty insurance policy and a copy of the policy, Agency will pay directly to the insurer an amount equal to the casualty insurance premium insuring the building against casualty loss in an amount equal to the replacement cost of the Building but in no event less than the principal of the securities described on Exhibit C then outstanding plus accrued interest for six (6) months. Agency understands and agrees that the casualty insurance policy shall be held by the Trustee under the Indenture under which the Warrants are issued and that any proceeds of said policy shall be deposited with Trustee and applied in accordance with the provisions of Section 6 hereof.

Section 4. **Covenants of Agency.** The Agency hereby covenants with the Lessor that the Agency shall:

(a) use and occupy the premises as office and storage purposes only and for no other object or purpose without the written consent of the Lessor;

(b) not at any time to assign this agreement nor to sublet the demised premises, or any portion thereof, except to another State or County agency, without written permission of the Lessor or its representative, and Lessor further covenants that such consent will not be unreasonably withheld;

(c) keep the premises in good order, reasonable wear and tear excepted;

(d) permit Lessor and its agents to enter on the premises or any part thereof at all reasonable hours for the purpose of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof;

(e) be responsible for any cost incurred for ad valorem taxes, if any;

(f) surrender possession of the premises upon the termination of this Lease Agreement, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted;

(g) be responsible for all utilities furnished to the facility;

(h) be responsible for correcting or repairing any malfunction or breakdown of the heating or cooling system of the facility to the extent that such correction or repair is not covered by warranty. The Agency, after warranty, shall be responsible for maintaining normal service and maintenance contracts on the heating and cooling system for the Building, with contractors certified to work on heating and cooling systems of the type and caliber incorporated into the Building;

(i) be responsible for keeping the Building and its grounds in good repair, except in the case of damages arising from ordinary wear and tear, or in the case of damages arising from the intentional claims of, or from the negligence of, the Lessor of its agents or employees. If damages occur from the intentional actions or negligence of the Lessor, said damages shall be the responsibility of the Lessor to repair. Should the Agency fail to maintain or repair any condition, then the Lessor should give notice to the Agency of any defect and give the Agency a reasonable time frame to correct such defect. Should the Agency fail to repair or correct any defect in a reasonable time, then the Lessor may make such repairs at its expense and bill the Agency;

(j) be responsible for all janitorial services as well as for the cost and continuation of heating, electricity, water and sewer services, and for replacing light bulbs and ballasts;

(k) not acquire, construct, lease or use any building or office facilities, or ancillary improvements other than the Demised Premises, for use as a general office facility for the Agency in the County in which the Building is located while any of the debt obligations described on Exhibit C (the "Related Obligations") remain outstanding and unpaid; provided, that if, at any time prior to the date when all Related Obligations have been fully paid as therein provided, the Agency shall determine that the need for office facilities for use by the Agency in the County in which the Building is located exceeds the capacity of the Demised Premises plus the maximum capacity of all other office

terminate this Lease Agreement, effective as of the date of such fire or casualty, by written notice given to the Lessor within six (6) weeks after such date. In the event of termination, the proceeds of any casualty insurance policy shall first be applied to pay the redemption price of the securities described on Exhibit C on the earliest practicable redemption date. If the Agency does not elect to terminate this Lease Agreement, the Lessor shall repair, restore or rehabilitate said premises with the proceeds of the insurance payable on account of such fire or casualty loss as soon as practicable, without abatement of the rents due hereunder.

Section 7. Cancellation Privilege. The Agency shall have the option to terminate this Lease Agreement at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate funds to the Agency to make the rental payments set out herein which are due and payable under the terms of the Lease Agreement during each ensuing fiscal year. Under no circumstances shall the commitment under this Lease Agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI.

Section 8. Exemption. The Agency, notwithstanding any provision of this Lease Agreement or any amendments hereto, does not release or waive, expressly or by implication, its right to assert sovereign immunity or any other affirmative or defensive right or claim it may have under law.

Section 9. Subordination. The Agency's rights under this Lease Agreement shall remain subordinate to any bona fide mortgage or deed to secure debt which is owed, or may hereafter be placed upon the Demised Premises; provided that the Agency's tenancy shall not

be disturbed, during the term of the lease and absent default by the Agency, nor shall the covenants and conditions of this Lease Agreement be invalidated or changed.

Section 10. Default. If at any time one party shall default in any of its covenants or obligations under this Lease Agreement, the other party shall give written notice of the nature of the default. If the default cannot be cured within a reasonable period, the aggrieved party may cancel this agreement without further obligation.

Section 11. Renewal. The Lessor does hereby grant and give to the Agency an option to renew this Lease Agreement at the end of the term of this Lease Agreement for two (2) additional sixty month periods at the rental rate of one dollar (\$1.00) per square foot for each twelve month period by giving Lessor a thirty-day (30-day) written notice prior to the expiration of the then existing term of its intention to so renew or extend.

Section 12. Approvals. The Agency and Lessor, by the execution and delivery hereof, warrant and represent that all approvals and consents necessary to be obtained by them under laws of the State of Alabama, under the laws of the United States or otherwise as a condition precedent to the execution and delivery of this Lease have been obtained and are in full force and effect.

Section 13. Exhibits. The following constitute the Exhibits to this Lease Agreement, each of which is incorporated herein by reference and shall be a part of this Lease Agreement as if set forth in full herein. The description of the Exhibits below is for reference only. Reference is hereby made to the Exhibits in their entirety.

- EXHIBIT A - Description of the Building
- EXHIBIT B - Legal description of the Site
- EXHIBIT C - Description of Debt Obligations issued to provide funds to construct Building

Section 14. **Entire Agreement.** This Lease Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized officers, in their respective capacities hereunder noted, all in six (6) counterparts, each of which shall be deemed an original, dated as of May __, 1992.

RECOMMENDED:

By Joseph M. Moser
Office of Space Management

Date signed: 5-12-92

LESSOR:

By W. F. Jupp Jr.
Its Chairman

Date signed: 5/12/92

APPROVED FOR LEGALITY

By S. Miller
Attorney, Dept. of Finance

Date signed: 5-12-92

**AGENCY: STATE OF ALABAMA,
DEPT. OF HUMAN RESOURCES**

By Charles G. Cleveland Jr.
Commissioner

Date signed: 5-12-92

APPROVED:

By James H. Rowell
Director of Finance

Date signed: 5-12-92

APPROVED FOR LEGAL FORM:

By Margaret L. Lips
Attorney, Dept. of Human Resources

Date signed: May 12, 1992

APPROVED: STATE OF ALABAMA

By *Gay Hunt*
Governor of Alabama

Date signed: 5-12-92

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Charles B. Cleveland, Jr. whose name as Commissioner of the **ALABAMA DEPARTMENT OF HUMAN RESOURCES**, an agency of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said State.

GIVEN under my hand and official seal of office, this 12th day of May, 1992.

[NOTARIAL SEAL]

Betty B. Hare
Notary Public

My Commission Expires: 8-9-95

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **WILLIAM F. JOSEPH, JR.**, whose name as Chairman of the County Commission of **MONTGOMERY COUNTY**, a county in the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said county.

GIVEN under my hand and official seal of office, this 12 day of May, 1992.

[NOTARIAL SEAL]

E. Austin Ray
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES SEPTEMBER 8, 1993

EXHIBIT A
to
LEASE AGREEMENT
between
MONTGOMERY COUNTY, ALABAMA
and
ALABAMA DEPARTMENT OF HUMAN RESOURCES

The Building will consist of (i) a parcel of land approximately 6.1 acres in size located in the City of Montgomery, Montgomery County, Alabama, (ii) an office building to contain approximately 91,289 square feet suitable for use as a general office building by the Alabama Department of Human Resources, and (iii) equipment, furniture and fixtures to be used in the Building.

EXHIBIT B
to
LEASE AGREEMENT
between
MONTGOMERY COUNTY, ALABAMA
and
ALABAMA DEPARTMENT OF HUMAN RESOURCES

The following described real estate situated in Montgomery County, Alabama, to-wit:

Commence from the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, T16N, R17E, Montgomery County, said point being the POINT OF BEGINNING;

thence S02°28'45"E along the West line of the Northwest Quarter of the Southwest Quarter of Section 23, T16N, R17E, a distance of 206.00 feet to a point on the Westerly right-of-way of Mobile Road;

thence along said Westerly right-of-way of Mobile Road S31°29'18"W a distance of 100.00 feet to a point on a curve;

thence curving to the left along said right-of-way of Mobile Road concave Southerly and having a radius of 1575.00 feet, along the chord S25°14'28"W a distance of 187.21 feet to a point, said point being on a curve;

thence curving to the left along said right-of-way of Mobile Road concave Southerly and having a radius of 1575.00 feet along the chord S19°50'35"W a distance of 110.52 feet;

thence leaving said right-of-way of Mobile Road N73°40'13"W a distance of 585.59 feet to a point on the Easterly right-of-way of the CSX Railroad;

thence along said Easterly right-of-way of the CSX Railroad N12°12'00"E a distance of 267.56 feet;

thence leaving said right-of-way of CSX Railroad S76°12'13"E a distance of 140.00 feet;

thence N12°20'24"E a distance of 143.30 feet;

thence N86°22'46"E a distance of 500.44 feet to the POINT OF BEGINNING.
Said land contains 6.51 acres, more or less.

EXHIBIT C

to
LEASE AGREEMENT
between
MONTGOMERY COUNTY, ALABAMA
and
ALABAMA DEPARTMENT OF HUMAN RESOURCES

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 1994	\$ 295,000	4.95%
April 1, 1995	310,000	5.40%
April 1, 1996	325,000	5.50%
April 1, 1997	340,000	5.80%
April 1, 1998	360,000	6.00%
April 1, 2002	1,695,000 *	6.625%
April 1, 2007	2,850,000 **	7.00%

- * Subject to mandatory redemption on the following dates in the following principal amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
April 1, 1999	\$ 385,000
April 1, 2000	410,000
April 1, 2001	435,000

- ** Subject to mandatory redemption on the following dates in the following amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
April 1, 2003	\$ 495,000
April 1, 2004	530,000
April 1, 2005	570,000
April 1, 2006	605,000

ELTON N. DEAN, SR.

CHAIRMAN

RONDA M. WALKER

VICE CHAIRMAN

DANIEL HARRIS, JR.

ISAIAH SANKEY

DOUG SINGLETON



DONALD L. MIMS, CPA, MPA

ADMINISTRATOR

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

334.832.1210

FAX: 334.832.2533

TDD: 334.265.3568

WWW.MC-ALA.ORG

AGENDA

APR 17 2017

April 17, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

NC-2017-78: City of Montgomery, to be used by BONDS to Support United Community Improvement Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$2,000; (Sankey)

NC-2017-79: City of Montgomery, to be used by BONDS to Support Arrowhead Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)

NC-2017-80: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$2,800; (Walker)

NC-2017-81: City of Montgomery, to be used by BONDS to Support Carol Villa Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,500; (Walker)

NC-2017-82: City of Montgomery, to be used by BONDS to Support Copperfield Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Walker)

MEMORANDUM
Montgomery County Commission
April 17, 2017
Page 2

- NC-2017-83: City of Montgomery, to be used by BONDS to Support County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$3,000; (Walker)
- NC-2017-84: City of Montgomery, to be used by BONDS to Support Eastbrook-Morningview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)
- NC-2017-85: City of Montgomery, to be used by BONDS to Support Forest Hills Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)
- NC-2017-86: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2017-87: City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,250; (Walker)
- NC-2017-88: City of Montgomery, to be used by BONDS to Support Somerset Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Walker)
- NC-2017-89: City of Montgomery Parks and Recreation Department, for Hayneville Road Community Center for Senior Citizens Program - \$750; (Dean)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

- BOE-2017-15: BOE, Highland Avenue Elementary School, for Students to Attend 4H Camp - \$2,100; (Sankey)

DLM/tll

AGENDA

APR 17 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: March 29, 2017

RE: Invitation to Bid No. 51988-17B-011
Employee Luncheon

Request that approval of award on the above referenced Invitation to Bid to the low bid of Chappy's Deli, for a unit price of \$7.49 each and a total amount of \$4,494.00, be placed on a future agenda. (Copy of spreadsheet attached.)

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

Coordination of award made with Florence Cauthen, Deputy Administrator.

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

APR 17 2017

March 29, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application by J. J. Morley Enterprises for Weatherization of Courthouse and Jail 1

Please find attached an application for final payment of \$17,829.45 to J. J. Morley Enterprises under its contract for weatherization of the Courthouse and Jail 1.

I request that the final payment to J. J. Morley Enterprises be placed on the next agenda.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

PROJECT:
Montgomery County Courthouse & Jail
Montgomery, Alabama

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 2 PAGES

APPLICATION:
PERIOD TO: 03/31/17

OWNER: **PH&J Architects**

ARCHITECT

CONTRACT NO:
CONTRACT DATE: 09/08/15

INVOICE #:
JIM #: 9607-95

VIA ARCHITECT: PH&J Architects, Inc.
P.O. Box 215
Montgomery, AL 36101

J.J. Morley Enterprises
1325 3rd Avenue South
Birmingham, AL 35233

FROM SUBCONTRACTOR:

WEATHERIZATION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$ 713,178.00
2. Net change by Change Orders.....	\$ (22,772.00)
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 690,406.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$ 690,406.00

5. RETAINAGE:			
a. _____	5	% of Completed Work	\$ _____ (Columns D + E on G703)
b. _____	0	% of Stored Material	\$ _____ (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$ -
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$ 690,406.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 672,576.55
8. CURRENT PAYMENT DUE.....	\$ 17,829.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

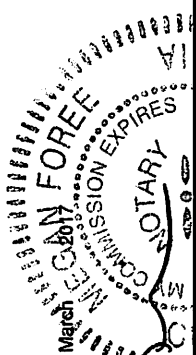
G702-1992

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: J. J. MORLEY ENTERPRISES, INC.

Date: 03/22/17

State of: GEORGIA
County of: FORSYTH
Subscribed and sworn to before
me this 22nd day of



Notary Public:
My Commission expires: Dec. 9, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

By: **PH&J Architects, Inc.**
Date: 03-23-2017
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

\$ 17,829.45

AGENDA

Request Number: 38

APR 17 2017

DEPARTMENT: County Commission Appropriations

REQUESTED BY: Donald L. Mims 3/28/17
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 3/30/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo	
Agenda	✓

COUNTY COMMISSION APPROVAL:

Administrator
Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Annex I Sheriff Dispatch Project				0
Architect Fees	116-52150.523	0	28,574	28,574
Building Renovations	116-52150.524	0	1,983,362	1,983,362
Equipment/Cabling	116-52150.542	0	90,000	90,000
Annex I Projects	116-51101.524	1,852,000	(1,852,000)	0
Fund Balance	116.35900	0	(249,936)	(249,936)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 1,852,000	\$ 0	\$ 1,852,000

JUSTIFICATION: To set up the budget for the Annex I Sheriff Dispatch Project.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 39**AGENDA****APR 17 2017**

DEPARTMENT:

County Commission AppropriationsREQUESTED BY: Donald L. Mims4/3/2017

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas4/12/17

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

☐
☒

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
The Samaritan Counseling Center	001-55200.450	0	20,000	20,000
Donation Revenue	001-40000.47701	(323,564)	(20,000)	(343,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 323,564)	\$ 0	(\$ 323,564)

JUSTIFICATION: To budget for an appropriation to the Samaritan Counseling Center for proposed Youth and Family Initiatives.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 40

AGENDA

APR 17 2017

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

4/3/2017

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas

4/12/17

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Tukabatchee Area Council Boy Scouts	001-57903.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(343,564)	(5,000)	(348,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 343,564)	\$ 0	(\$ 343,564)

JUSTIFICATION: To budget for an appropriation to Tukabatchee Area Council Boy Scouts for Youth Leadership Camp.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 3

AGENDA

APR 17 2017

DEPARTMENT: Engineering REQUESTED BY: George Speake 4/10/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/12/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equipment	111-53300.211	250	250	500
Repair & Maint.Motor Vehicle	111-53300.234	5,000	(250)	4,750
Repair & Maint. Constr Equipment	111-53400.232	78,500	5,000	83,500
Road Constr & Main Supplies	111-53400.213	108,170	(5,000)	103,170
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 191,920	\$ 0	\$ 191,920

JUSTIFICATION: To realign budget for Office Supplies and Minor Equipment in D2 and Repair & Maint Construction Equipment in D3.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

APR 17 2017

DEPARTMENT: Personnel REQUESTED BY: Carmen Douglas 4/12/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/12/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Rental	123-51961.229	3,000	(2,500)	500
Recruiting	123-51961.190	2,000	2,000	4,000
Testing Expenditures	123-51961.210	2,000	500	2,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 7,000	\$ 0	\$ 7,000

JUSTIFICATION: To realign the budget to cover increased costs in Recruiting and Testing expenditures.

POSITION FILL REQUEST- BUDGETED VACANCY

APR 17 2017

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421158
 Pay Grade PC3 Pay Range 39,257 - 58,655
 Proposed Effective Date April 24, 2017
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 3/31/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 4/3/2017
 Employee Benefit Manager

Sherrill Thomas Date 4/3/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

APR 17 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419117 (replacement of Sharon Young)
 Pay Grade PCT Pay Range 30,096
 Proposed Effective Date April 24, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 4/6/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 4/6/2017
 Employee Benefit Manager

Sherrill Thomas Date 4/7/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

APR 17 2017

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419180 (Replacement of Dustin Mefford)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date May 8, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 04/13/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/13/2017
 Employee Benefit Manager

Sherrill Thomas Date 04/13/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

APR 17 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney Pre-Trial Diversion
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Duane Johnson

POSITION INFORMATION:

Position Title Assistant Director Pre-Trial Diversion
 Position Number 420002003
 Pay Grade A10 Pay Range \$56,189 - \$83,951
 Proposed Effective Date May 8, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 04/10/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 4/10/2017
 Employee Benefit Manager

Sherrill R Thomas Date 4/12/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

APR 17 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Recreation Department
 DEPARTMENT HEAD: James Williams
 SUPERVISOR: James Williams

POSITION INFORMATION:

Position Title Recreation Leader
 Position Number 240336001
 Pay Grade A5 Pay Range \$32,318-\$48,286
 Proposed Effective Date 6/1/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

James Williams

Department Head

Date 4/12/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 4/13/2017

Sherrill Thomas

Finance Director

Date 4/13/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

APR 17 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: William Flowers

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Assistant Tag and License Supervisor

Position Number 750053012

Pay Grade A05 Pay Range 32,318-48,286

Proposed Effective Date 24 April 2017

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


Department Head

Date 12 April 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 04/13/2017

Sherrill Thomas
Finance Director

Date 04/13/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # 30

AGENDA

APR 17 2017

Date: 4/6/2017
To: Donald L. Mims, Administrator
From: Isaiah Sankey
Re: Approval for the following travel:

Destination: Auburn, Alabama
Departure Date: See below Return Date: See below

Conference Leave (Days / Hours): (9) Days

Purpose of Travel: To attend Auburn University Intensive Economic Development Training Course
Two one week course sessions
July 10-14 2017 and September 11-14, 2017

Traveler (s) Name: 1. Isaiah Sankey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,319.84 Advance Registration Required: \$650.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$650.00 Meals- \$675.00 Mileage- \$119.84 Hotel -\$875.00

(Two one week course sessions)

To: Isaiah Sankey

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$2,319.84 and advance registration of \$650.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$22,500.00

Approved Requests: \$16,985.27

Budget Available: \$5,514.73

Current Requests: \$2,469.84

Budget Balance: \$3,044.89

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/13/17

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 31

AGENDA

APR 17 2017

Date: April 10, 2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: 4/20/2017 Return Date: 4/21/2017

Conference Leave (Days / Hours): (2) Days

Purpose of Travel: to attend two meetings at the Jefferson County Commission Office
Please see A & B below in comments section:
Administrator Mims is President of the Alabama City/County Management Association

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

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

Total (est.) Cost: \$358.44 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: (A) Jefferson County Commission Finance Director Meeting regarding Financial Reporting, Policy and Procedures
(B) Alabama City/County Management Association Board Meeting

Hotel \$185.00 Mileage- \$98.44 Food- \$75.00

To: Donald L. Mims

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$358.44 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$16,985.27</u>	
Budget Available:	<u>\$5,514.73</u>	
Current Requests:	<u>\$2,845.50</u>	
Budget Balance:	<u>\$2,669.23</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/13/17

cc: Finance Director / Buyer

20-2

Montgomery County Commission
Travel / Training Request Approval

Request # 4

AGENDA

APR 17 2017

Date: April 5, 2017
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: 06/20/2017 Return Date: 06/23/2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: ADAA 2017 Summer Conference

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,611.00 Advance Registration Required: \$375.00
Department Name: District Attorney Fund Name: 001-51261-265
Additional Comments: Mr. Bailey requests the option for using either vehicle

To: Daryl D. Bailey, District Attorney
From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,611.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51261.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$863.90</u>
Budget Available:	<u>\$2,136.10</u>
Current Requests:	<u>\$1,611.00</u>
Budget Balance:	<u>\$525.10</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/5/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

APR 17 2017

Date: 03/30/2017
To: Donald L. Mims, Administrator
From: JANET BUSKEY
Re: Approval for the following travel:

Destination: TROY PARKS & RECREATION CENTER
Departure Date: 04/25/2017 Return Date: 04/25/2017
Conference Leave (Days / Hours): 1 DAY
Purpose of Travel: AATA DISTRICT IV MEETING

Traveler (s) Name: 1. JANET BUSKEY 4. JA'CINTA LARD
2. ALLYSON HOLLAND 5. SHUNTAL WILLIAMS
3. THOMAS BELL 6. D. ANITA HOLLEY

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00
Department Name: REVENUE DEPARMENT Fund Name: GENERAL FUND
Additional Comments: _____

To: JANET BUSKEY
From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$4,400.00</u>	
Approved Requests:	<u>\$2,271.20</u>	
Budget Available:	<u>\$2,128.80</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$1,928.80</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/31/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 9

AGENDA

APR 17 2017

Date: 04/07/2017
To: Donald L. Mims, Administrator
From: JANET BUSKEY
Re: Approval for the following travel:

Destination: STAYBRIDGE INN & SUITES
Departure Date: MAY 17, 2017 Return Date: MAY 19, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: REAL AND PERSONAL PROPERTY CALCULATIONS

Traveler (s) Name: 1. ANN BRANTLEY 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00

Department Name: Revenue Commission Fund Name: General

Additional Comments: _____

To: JANET BUSKEY

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$4,400.00</u>	
Approved Requests:	<u>\$2,271.20</u>	
Budget Available:	<u>\$2,128.80</u>	
Current Requests:	<u>\$450.00</u>	
Budget Balance:	<u>\$1,678.80</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/07/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 7

AGENDA

APR 17 2017

Date: April 4, 2017
To: Donald L. Mims, Administrator
From: Steven L Reed, Probate Judge
Re: Approval for the following travel:

Destination: Auburn Alabama
Departure Date: 5/8/2017 Return Date: 5/13/2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Election Center Training

Traveler (s) Name: 1. Darryl Parker 4. _____
2. Christopher Turner 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,100.00 Advance Registration Required: \$0.00

Department Name: Probate Elections Fund Name: General Fund

Additional Comments: _____

To: Steven L Reed, Probate Judge

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51910.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$3,000.00</u>
Current Requests:	<u>\$1,100.00</u>
Budget Balance:	<u>\$1,900.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/10/17

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 2

bme
AGENDA

APR 17 2017

Date: April 12, 2017
To: Donald L. Mims, Administrator
From: James Williams
Re: Approval for the following travel:

Destination: Tuscaloosa, Alabama
Departure Date: 5/14/2017 Return Date: 5/14/2017
Conference Leave (Days / Hours): (1) Days
Purpose of Travel: to attend the 2016 Alabama Recreational Trails Leadership Workshop

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

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

Total (est.) Cost: \$385.97 Advance Registration Required: \$30.00

Department Name: Recreation Board Fund Name: Recreation

Additional Comments: Registration- \$30.00 Hotel- \$205.97 Meals- \$150.00

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$385.97 and advance registration of \$30.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,500.00</u>	
Approved Requests:	<u>\$225.00</u>	
Budget Available:	<u>\$2,275.00</u>	
Current Requests:	<u>\$385.97</u>	
Budget Balance:	<u>\$1,889.03</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 21

AGENDA

APR 17 2017

Date: April 12, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Troy, AL
Departure Date: April 25, 2017 Return Date: April 25, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2017 AAAO Meeting

Traveler (s) Name: 1. Clay Henley 4. _____
2. Calvin Johnson 5. _____
3. Mark Sims 6. _____

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

Total (est.) Cost: \$84.57 Advance Registration Required: \$30.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: \$54.57(Clays mileage) \$10/per person reg. fee
Clay is driving his personal vehicle. Calvin and Mark will be riding
with him. NO MEALS REIMB.

To: Clay Henley

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$84.57 and advance registration of \$30.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51958.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$14,228.55</u>	
Budget Available:	<u>\$15,771.45</u>	
Current Requests:	<u>\$84.57</u>	
Budget Balance:	<u>\$15,686.88</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 22

AGENDA

APR 17 2017

Date: April 12, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Troy, AL
Departure Date: April 25, 2017 Return Date: April 25, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2017 AAAO Meeting

Traveler (s) Name: 1. Jimmy Garnett 4. J'Varra McCall Martin
2. Jennifer Palmer 5. Donna Raney
3. Tracy Powell 6. Terry Gray

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

Total (est.) Cost: \$60.00 Advance Registration Required: \$60.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Appraisers are carpooling in two county vehicles. \$10/Per person reg. fee
NO MEALS REIMB. NO MILEAGE REIMB.

To: Clay Henley

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$60.00 and advance registration of \$60.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51958.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$30,000.00
Approved Requests: \$14,228.55
Budget Available: \$15,771.45
Current Requests: \$144.57
Budget Balance: \$15,626.88

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 52

AGENDA

APR 17 2017

Date: April 11, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Quantico, Virginia
Departure Date: May 14, 2017 Return Date: May 19, 2017
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: attend LEEDS Seminar

Traveler (s) Name: 1. Derrick Cunningham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,535.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,535.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$361,500.00</u>	
Approved Requests:	<u>\$72,438.14</u>	
Budget Available:	<u>\$289,061.86</u>	
Current Requests:	<u>\$1,535.00</u>	
Budget Balance:	<u>\$287,526.86</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

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