

ELTON N. DEAN, SR.
CHAIRMAN
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VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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May 11, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Information pertaining to the May 15, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, May 15, 2017, at Pintlala Baptist Church, which is located at 73 Federal Road, Hope Hull, AL. The information session will begin at 5:00 p.m., with the formal session at 6:30 p.m.

I will be on vacation May 16 – May 29, 2017.

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

1. County Commission Information Session Schedule for May 15, 2017

Waived Rules Items to Consider for May 15, 2017

2. Consider Authorization of Commitment of Assistance for the Construction of a New Entry Control Point for Use by the 197th Fighter Wing at Dannelly Field Guard Station, County Commission
3. Consider Adoption of Resolution Proclaiming May 20th as Kerry Cherry Day in Montgomery County, Alabama, County Commission
4. Consider Adoption of Resolution Proclaiming May 25th as National Missing Children's Day in Montgomery County, Alabama, County Commission

Items to Consider for the Monday, June 5, 2017 Montgomery County Commission Regular Meeting Agenda

5. Consider Authorization of Agreement for Consulting Services with Walter Schoel Engineering Company, Inc., for VGuage Precipitation Monitoring Services, Engineering Department
6. Consider Authorization of Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel, Engineering Department
7. Consider Authorization of Easement with the Alabama Power Company for Upgrading Electrical Service to the Montgomery Industrial Park, Engineering Department
8. Consider Authorization of Changes to County Healthcare Plans, Risk Management
9. Consider Authorization of Travel Request Number 23, Appraisal Department
10. Consider Adoption of Resolution to Approve Construction and Financing of the Montgomery County Department of Human Resources (MCDHR) Project for Use by the Citizens of Montgomery and the MCDHR Staff, County Commission
11. Consider Authorization of Purchase and Sale Agreement with JP 25 Washington, LLC regarding Parking Deck Facility and Underlying Real Estate Located at 100 South Perry Street, Montgomery, Alabama, County Commission
12. Consider Authorization of Amendment Number 1 to Contract with Sharp Cut Lawn Service, for a one year extension and 5% increase in prices for Grounds Maintenance at Montgomery County Parks (Contract Number 51901-16B-024), Parks and Recreation Department

Personnel Action Items

13. Consider Authorization of Position Fill Request for College Intern, Position Number 210075001, Finance Department

General Information

14. Copy of Email from Examiner Teresa Dekle with the Examiners of Public Accounts regarding an Exit Conference on May 15, 2017 at 3:30 p.m., County Commission Conference Room regarding the audit of the Emergency Management Communications District Board
15. Copy of Letter from Executive Director Ashley Ledbetter with Montgomery Area Business Committee for the Arts (MABCA) **requesting Funding in the Amount of \$42,000 Contribution for the Creation of a Life-Size Bronze Statue of Dr. Martin Luther King, Jr.**

May 11, 2017

16. Copy of Letter from Executive Director Ashley Ledbetter with Montgomery Area Business Committee for the Arts (MABCA) **requesting Funding in the Amount of \$15,000 for the WWI Centennial Rainbow Solider Dedications and Events**
17. Copy of Letter from DAS North America regarding the Fulfillment of Commitment Outline in the Project Agreement
18. Copy of Letter from Founder/President Earnestine Woods with Have a Heart 4 Children, Inc., requesting funding for Operational and Programmatic Expenses (**Amount Requested: \$10,000**) (**On 10/3/16, the Commission approved a Budget Change Request in the amount of \$3,000 for the “Annual Christmas Party” for Special Needs Children. On 10/19/15, the Commission approved a Budget Change Request in the amount of \$3,000 for the “Annual Christmas Party” for Special Needs Children.**)
19. Copy of Schedule of Upcoming Bids/Contract Renewals for May - August 2017
20. Copies of Revenue Reports for April 2017 from Tax and Audit Department
21. Copy of Population Report for April 2017 for the Mac Sim Butler Detention Facility
22. Copy of Census and Fiscal Report for April 2017 for Community Corrections

Previous Request for Funding

23. Copy of Letter and Email from Program Administrator Barbara Mays with Royal Ambassadors M. E. D., Inc., **requesting \$25,000** for the Program. On April 3, 2017, Ms. Mays visited with the Commission and no action was taken. (**On 11/4/13, Commissioners Harris and Commissioner Williams appropriated \$500 each; on 11/18/13, Chairman Dean, Commissioner Ingram and Commissioner Polizos appropriated \$500 each; and on 6/1/15, Commissioner Harris appropriated \$500**)

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MAY 15, 2017

- 5:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 5:10 p.m. Outreach Coordinator Marie Singleton and Volunteer Jackie Jackson with Neighbors Inc – Presentation regarding the Program (**Commission Sponsor: Commissioner Isaiah Sankey**)
- 5:20 p.m. Executive Director Ashley DuBose Ledbetter with the Montgomery Area Business Committee of Arts – Presentation requesting Funding in the Amount of \$42,000 Contribution for the Creation of a Life-Size Bronze Statue of Dr. Martin Luther King, Jr. (**General Information Item 15**) and requesting Funding in the Amount of \$15,000 for the WWI Centennial Rainbow Solider Dedications and Events (**General Information Item 16**)
- 5:30 p.m. County Engineer George Speake – Presentation regarding Agreement for Consulting Services with Walter Schoel Engineering Company, Inc., for VGuage Precipitation Monitoring Services (**Future Agenda Item 5**), Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel (**Future Agenda Item 6**), and Easement with the Alabama Power Company for Upgrading Electrical Service to the Montgomery Industrial Park (**Future Agenda Item 7**)
- 5:35 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 5:40 p.m. Director of Risk Management Scott Kramer – Presentation regarding Changes to County Healthcare Plans (**Future Agenda Item 8**)
- 5:50 p.m. Chief Appraiser Clay Henley – Presentation regarding Appraisal Travel Request Number 23 for Leadership Montgomery (**Future Agenda Item 9**)
- 6:10 p.m. Attorney Clinton Graves with Gilpin Givhan, PC – Presentation regarding Resolution to design and construct a new Alabama Department of Human Resources Building (MCDHR) for use by the citizens of Montgomery County and the MCDHR (**Future Agenda Item 10**)
- 6:00 p.m. Realtor Frank Thomas with Frank Thomas and Associates, LLC – Presentation regarding Parking Deck located at 100 South Perry Street (**Future Agenda Item 11**)
- 6:30 p.m. Formal Session of County Commission
- Comments From Public
Oronde Mitchell – District Resource Officer with Montgomery Public Schools – Update regarding the Perfect Attendance Incentive Program

Jimmy Smitherman – Montgomery County Extension Coordinator – Recognize the 4-H Air Rifle Program Team

Laslie Hall – Montgomery County Soil & Water Conservation District Supervisor – Brief the public regarding the Soil & Water Conservation Program
- 7:00 p.m. Adjourn



*City of Montgomery
&
Montgomery County Commission*



May 8, 2017

The Honorable Heather Wilson
Secretary of the Air Force
1670 Air Force Pentagon
Washington, DC 20330-1670

RE: Commitment of Assistance – Entry Control Point
187th Fighter Wing, Dannelly Field

Secretary Wilson:

This letter serves as the City of Montgomery and Montgomery County's commitment of \$2,660,000 total funds for the construction of a new Entry Control Point for use by the 187th Fighter Wing at Dannelly Field Guard Station to be provided by September 30, 2020. This commitment is based upon design estimates to meet the Air Force requirements related to force protection and installation security.

The 187th Fighter Wing is integral to the identity and economic well-being of Montgomery Alabama delivering an economic impact of over \$80 million to the entire River Region. It continues the legacy of the Tuskegee Airmen "Red Tails" flying under the historic designation of the 100th Fighter Squadron.

We believe this support for the mission of the 187th Fighter Wing's strengthens our continued commitment to being known as the "Best Hometown in the Air Force."

Sincerely,

Todd Strange, Mayor
City of Montgomery

Elton Dean, Chair
Montgomery County Commission

Resolution

WHEREAS, Kerry Cherry was the first director of the Montgomery Miracle League and volunteered in this role for 11 years; and

WHEREAS, Ms. Cherry has touched hundreds of special needs players and families; and

WHEREAS, She has worked tirelessly to improve the quality of life for so many in Montgomery County; and

WHEREAS, Ms. Cherry has dedicated her life to helping others.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim Saturday, May 20, 2017 as ***Kerry Cherry Day*** in Montgomery County, Alabama.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission on this,
the 15th day of May, 2017.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER ISAIAH SANKEY

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER DOUG SINGLETON

Resolution

WHEREAS, on May 25, 1979, six-year-old Etan Patz disappeared from a New York street corner on his way to school; and

WHEREAS, Etan's disappearance served as the impetus for the first proclamation of National Missing Children's Day; and

WHEREAS, in 1983, President Ronald Reagan proclaimed May 25 as National Missing Children's Day to encourage parents, guardians, caregivers, and others concerned with the well-being of children to make child safety a priority, to serve as a reminder to continue efforts to reunite missing children with their families, and an occasion to honor those dedicated to this noble cause; and

WHEREAS, in the United States, nearly 800,000 children are reported missing each year, more than 58,000 children are abducted by nonfamily members each year, and more than 2,000 children are reported missing every day; and

WHEREAS, the Riley Relief Foundation is a non-profit organization established in Montgomery, Alabama and has participated in events in Montgomery County such as "Alabama's Missing", "Montgomery Never Forgets", Candlelight Vigils at the Capitol steps, and "National Missing Children's Day"; and

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim Thursday, May 25, 2017 as *National Missing Children's Day* in Montgomery County, Alabama, and recognizes the dedication that the Riley Relief Foundation has shown to this noble cause in bringing awareness to the community, and support and hope to the families of the missing and exploited in Montgomery County.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 15th day of May, 2017.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER ISAAH SANKEY

COMMISSIONER DANIEL HARRIS, JR.

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ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

May 8, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: George C. Speake, County Engineer *George C. Speake*
SUBJECT: Precipitation Monitoring Service Agreement *5/8/2017*

Please place on the agenda of the nearest possible meeting of the Montgomery County Commission approval of attached precipitation monitoring contract with Walter Schoel Engineering Company, Inc. Funds are available in our current budget to cover the costs of this service.

This agreement would allow us to obtain rainfall data at our two gravel pit sites via digital means instead of having employees manually read two separate rainfall gauges and record the data on a daily basis. This data is needed to satisfy reporting requirements required under the NPDES permits issued by ADEM for our two gravel pits.

In the past we had been obtaining this data from "RainWave Precipitation Monitoring Systems," but this company is no longer in business. It has been very difficult to find another company to provide these professional services. We were advised that Walter Schoel Engineering Company, Inc. currently provides this service for ALDOT pertaining to their NPDES construction permits issued by ADEM, so we contacted them.

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

GCS/gcs

Attachments

cc: File

5-1

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE MONTGOMERY COUNTY COMMISSION
AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
FOR
VGAUGE PRECIPITATION MONITORING SERVICES
Montgomery County, Alabama
May 8, 2017

This **AGREEMENT**, entered into by and between the **Montgomery County Commission**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for VGauge precipitation monitoring services for two project sites located in Montgomery County, Alabama.

SCOPE OF WORK

VGAUGE PRECIPITATION MONITORING SERVICES

The Consultant will provide precipitation monitoring services for two project sites located at 181 Jackson Road in Shorter, Alabama and W. Janet Warner Road in Montgomery, Alabama. The precipitation monitoring utilizes 5 minute incremental rainfall values calculated from radar imagery and adjusted based on existing physical rain gauges in the vicinity. Daily precipitation logs will be provided in a monthly summary report delivered by email at the beginning of the following month. In addition, email and/or text notifications will be sent for precipitation events exceeding 0.75 inches within a 24-hour period and following each precipitation event. The detailed scope is as follows:

- Setup the virtual gauge (VGauge) site within the software
- Calculate rainfall from radar imagery (gauge adjusted radar-rainfall)
- Provide monthly precipitation summary reports with daily rainfall totals
- Send notifications following each rainfall event with the rainfall total via email
- Email and/or text alerts for precipitation events exceeding 0.75 inches within a 24-hour period

Service Setup Fee:	\$ 250.00 per site (one-time fee)
Maintenance and Reporting:	\$ 35.00 per site (recurring monthly fee)

If requested, the Consultant can perform an investigation into a specific rainfall event to determine the event frequency or the detailed hydrologic analysis of the event. These tasks will be performed as needed and requested. These tasks will be considered additional services and be billed hourly based upon the attached schedule of unit rates.

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability

to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2017

Senior Principal	\$ 250.00 per hour
Principal	\$ 175.00 per hour
Chief Land Surveyor	\$ 175.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 130.00 per hour
Project Manager 1	\$ 120.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 110.00 per hour
Staff Professional	\$ 95.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 95.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 85.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 165.00 per hour
Laser Scanning Field Crew	\$ 200.00 per hour
Laser Scanning Specialist	\$ 125.00 per hour
Admin Support/Intern	\$ 60.00 per hour
Courier	\$ 25.00 per delivery
Transportation	\$ 0.50 per mile
Materials (Stakes and Hubs)	\$ 0.35 each
(Flagging)	\$ 2.50 per roll
(Iron Pins and Caps)	\$ 5.00 each
(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.



Signature: _____

Name: William R. Thomas

Title: Senior Environmental Project Manager

Date: May 8, 2017

ACCEPTED:

Client: Montgomery County Commission

Signature: _____

Name: Elton N. Dean, Sr.

Title: Chairman

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: Montgomery County Commission Engineering Department

Client or Client's authorized representative: George C. Speake, County Engineer

Street Address: 100 S. Lawrence Street (P.O. Box 1667)

City, State, Zip: Montgomery, AL 36102-1667

Phone Number: (334) 832-2551 **Fax Number:** (334) 832-7190

Email Address: georgespeake@mc-ala.org

Client's Project Number: _____ **Client's Purchase Order Number:** _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
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ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

May 2, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake 5/2/2017

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

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increases about 4%.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. There is no increase in the \$2,000 lump sum payment to cover an increase in property taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

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

GCS/gcs

Attachments

cc: File

**Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106**

April~~2~~6, 2016

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

Re: New Lease

Dear George:

Per our telephone conversation, I am enclosing a Lease for the contract period of June 1, 2017 until May 31, 2018.

Please send me a copy of the executed Lease after the Commission meets.

Thanks for your assistance in this matter.

Sincerely,



Polly G. Williamson
Manager for Williamson Properties, Ltd.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

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

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

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

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

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

June 1, 2017 to May 31, 2018@ \$1.25

In addition, LESSEE agrees to pay LESSOR the sum of \$2,000.00 prior to November 30, 2017 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a resulted of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2018.

This Agreement shall expire on May 31, 2018; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2018 or this Agreement will be terminated.

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

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

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2017, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

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

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

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by

reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

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

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

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

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination. LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement within sixty (60) days of the notice of termination by either party.

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

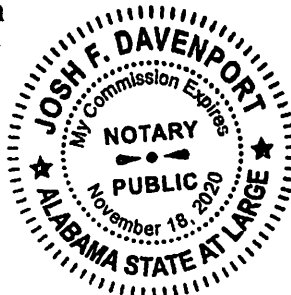
LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

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

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

LESSOR:

Polly G. Williamson
Williamson Properties, Ltd.
By: Polly G. Williamson



WITNESS:

Kyla Smith

NOTARY PUBLIC:

Josh F. Davenport

DATE: 4-29-17

COMMISSION EXPIRES: 11/18/2020

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____

COMMISSION EXPIRES: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

May 2, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: George C. Speake, County Engineer *George C. Speake 5/2/2017*
SUBJECT: Alabama Power Company Easement for Upgrading Electrical Service to the Montgomery Industrial Park

Please place on the agenda of the nearest possible regular meeting of the Montgomery County Commission approval of granting the Alabama Power Company an easement needed for upgrading the electrical service to the Montgomery Industrial Park. This electrical service upgrade is necessary to handle the anticipated increase in electrical loads associated with the new Gerhardi Plant.

If approved please have attached easement document executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

Source of Title:

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by: Al Wyckoff

Alabama Power Company
Attn: Corporate Real Estate
600 North 18th St
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Montgomery County Commission_ (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Said easements are shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in RLPY 2161 page 485, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____, _____.

ATTEST (if required) or WITNESS:

Montgomery County Commission
(Grantor)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____

[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: No

Location to Location: _____

SE _____ % of the SE _____ % of Section _12_, Township _16N_, Range _19E_
W.E. No. _____ Transformer No. _____

APC Document # _____

REV 3/15/16

7-2

Map Center LatLon:
32.37529 -86.108701

1 inch = 128 feet

Customer Montgomery County	Location 530 Industrial Park Blvd	Cmtd. Svc Date	County Montgomery	Section 13	Township 16N	Range 19E	Add'l Info.	Estimate No.
Division	District	Town	UserID bsandlin	Created: 5/1/2017	Substation X-_____Y-_____		MISSALL#	

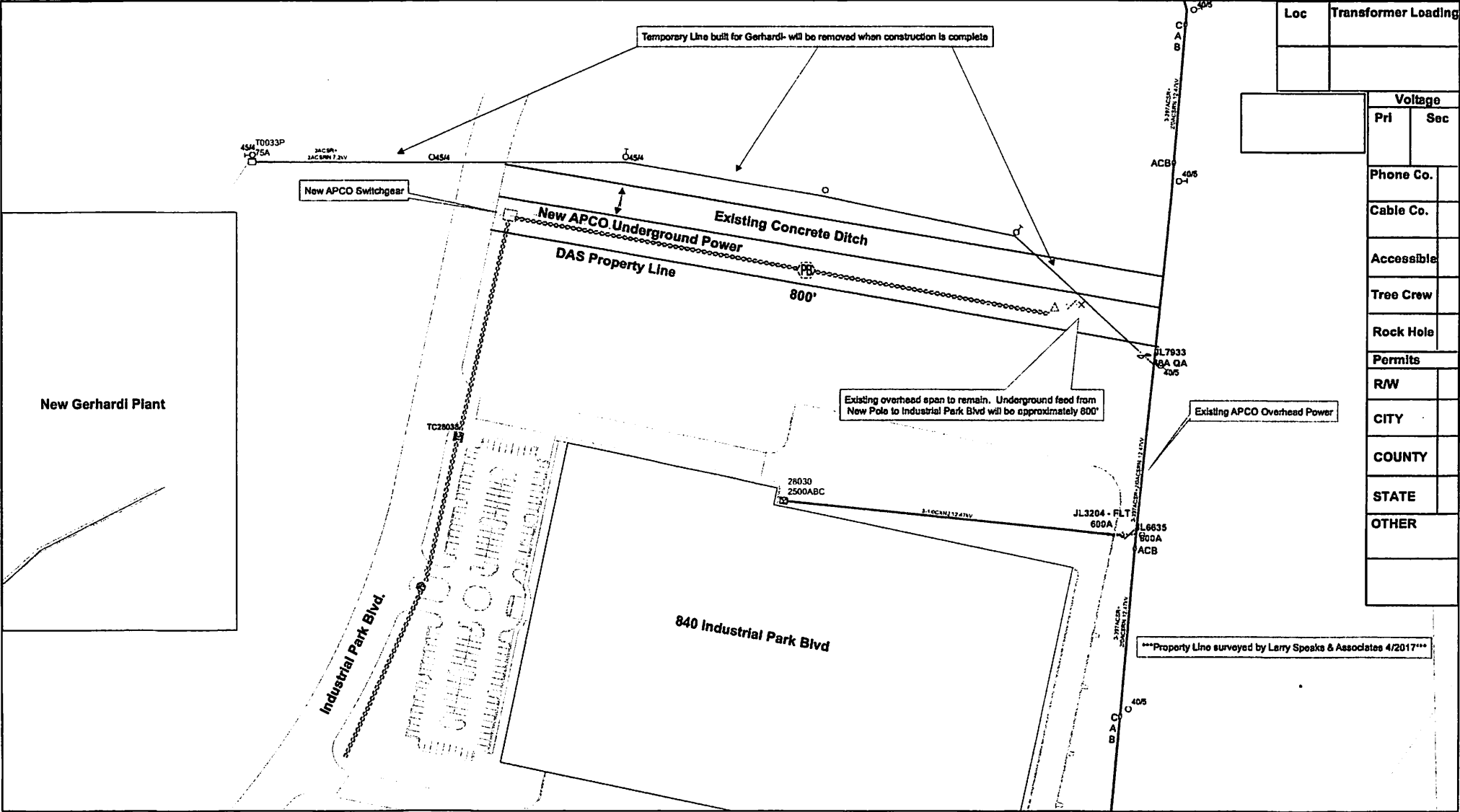
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1915879 11755265

Map Center LatLon:
32.380945 -86.107407

1 inch = 128 feet

Customer Montgomery County	Location 840 Industrial Park Blvd	Cmtd. Svc Date	County Montgomery	Section 12	Township 16N	Range 19E	Add'l Info.	Estimate No.
Division	District	Town	UserID bsandlin	Created: 5/1/2017	Substation X-_____ Y-_____		MISSALL#	



74

April 24, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: PPO Plan and HMP Plan – Recommended Changes effective 10/1/17

- As you are aware, the County Commission last year approved a requirement to obtain a health risk assessment and follow-up appointment in 2017 (January – August) to receive a premium discount in fiscal year 2018. I am recommending the amount of this **discount** in premiums be **\$20 / month**. I will continue to promote this program in these last four months to give everyone the opportunity to receive this discount.
- A change to the HMP plan to add Teledoc with a \$10 co-pay.
- Changes to the premiums for both the PPO and HMP plans as outlined on the attached sheets.

Schedule A
Montgomery County Commission - Health Care
Proposed Contribution Changes - PPO Plan

Current Monthly Contribution Levels

- 1) Single employee - \$72
- 2) Family employee - \$268
- 3) Single retiree < 65 - \$72
- 4) Family retiree < 65 - \$268
- 5) Single retiree > 65 - \$48
- 6) Family retiree > 65 - \$104
- 7) Surviving Spouse
 - < age 65 - \$340
 - > age 65 - \$220
- 8) County - \$698

Proposed Monthly Contribution Levels

- 1) Single employee - \$84
- 2) Family employee - \$286
- 3) Single retiree < 65 - \$84
- 4) Family retiree < 65 - \$286
- 5) Single retiree > 65 - \$48
- 6) Family retiree > 65 - \$104
- 7) Surviving Spouse
 - < age 65 - \$350
 - > age 65 - \$230
- 8) County - \$733

Schedule B
Montgomery County Commission - Health Care
Proposed Contribution Changes - HMP Plan

Current Monthly Contribution Levels

- 1) Single employee - \$48
- 2) Family employee - \$208
- 3) Single retiree < 65 - \$48
- 4) Family retiree < 65 - \$208
- 5) Surviving Spouse
 - < age 65 - \$340
 - > age 65 - \$220
- 8) County - \$698

Proposed Monthly Contribution Levels

- 1) Single employee - \$56
- 2) Family employee - \$222
- 3) Single retiree < 65 - \$56
- 4) Family retiree < 65 - \$222
- 5) Surviving Spouse
 - < age 65 - \$350
 - > age 65 - \$230
- 8) County - \$733

Montgomery County Commission
Travel / Training Request Approval

Request # 23

Date: May 5, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: July 20, 2017 Return Date: May 17, 2018

Conference Leave (Days / Hours): _____

Purpose of Travel: Leadership Montgomery Legacy Class

Traveler (s) Name: 1. J'Varra McCall Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,875.00 Advance Registration Required: \$0.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: FYI: Class will meet once per month from July 20, 2017-May 17, 2018

TOTAL EST. COST: \$1875.00

To: Clay Henley

From: Donald L. Mims, Administrator

The above request is app. 5/15/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,875.00 and advance registration of _____ 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>\$14,373.12</u>	
Budget Available:	<u>\$15,626.88</u>	
Current Requests:	<u>\$1,875.00</u>	
Budget Balance:	<u>\$13,751.88</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/8/17

cc: Finance Director / Buyer

9-1

I, the undersigned County Administrator of Montgomery County, Alabama, hereby certify that the attached pages numbered consecutively from 1 to 4, inclusive, constitute a true, correct, and complete copy of a resolution and order adopted by the Montgomery County Commission at a regular meeting of said County Commission held on _____, 2017, as the same appears in the records of said County Commission, and that said resolution and order has not been rescinded, repealed, or amended in any respect and is still in full force and effect.

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this ____ day of _____, 2017.

[S E A L]

County Administrator of
Montgomery County, Alabama

BE IT RESOLVED AND ORDERED by the Montgomery County Commission as follows:

Section 1. Findings. The Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), has found and ascertained and does hereby declare as follows:

(a) the Alabama Department of Human Resources would like to enter into an agreement with the Montgomery County Commission to construct a new building for the Montgomery County Department of Human Resources (the "MCDHR"); and

(b) a recent evaluation of the current building occupied by the MCDHR revealed serious problems with the entire exterior structure and roof of the building; the need to replace the HVAC system and the electrical and lighting systems; and the need for extensive renovations and repairs of the interior if MCDHR were to continuing occupying the building; and

(c) it has been determined that it is not cost effective to renovate the current building; and

(d) MCDHR would like to partner with the County Commission to construct a new building on a portion of the existing property currently used for staff parking, with construction of the new facility to be financed by a local bond issue, the total amount of which shall include all costs related to the construction of the building, including architectural fees, financing fees, legal fees, etc. (the "DHR Project"); and

(e) the new building will be leased to MCDHR by the County or such other entity on the County's behalf (the "Lease Agreement"), on a long-term lease with lease payments in an amount sufficient to repay the bonds and with two five-year options to renew the lease after the debt is retired at a yearly rental rate of \$1.00 per square foot; and

(f) the Commission will select legal and financial professionals retained to work on the DHR Project, MCDHR will partner with the Commission to select the architect subject to the final approval of the MCDHR, and the DHR Project will be bid in compliance with all bid laws for the State of Alabama; and

(g) MCDHR will approve all architectural plans for the building and any change orders needed during construction and will also approve all payments made from the funds borrowed through the bonds; and

(h) the Commission reasonably expects to cause a public building authority or such other public entity acting on the Commission's behalf to issue warrants or bonds, in an amount not in excess of \$32,000,000 (the "Warrants") to provide funds for the above referenced purposes and hereby declares its official intent to reimburse prior expenditures relating to the above-referenced purposes with proceeds from the issuance of the Warrants pursuant to Treasury Regulation Section 1.150-2; and

(i) the Commission hereby acknowledges that the Warrants shall be limited obligation revenue warrants or bonds of the issuer, the payment of principal and interest on

which will not constitute a general obligation of the County, and will be paid solely by MCDHR pursuant to the Lease Agreement.

Section 2. Official Intent Declaration. This declaration is made solely for the purpose of establishing compliance with the requirements of Treasury Regulation Section 1.150-2 and does not bind the Commission to make any expenditure, incur any indebtedness, or proceed with the DHR Project.

Section 3. Reimbursement of Prior Expenditures. The Commission hereby acknowledges that certain costs related to the DHR Project are expected to be paid by the County prior to the issuance of the warrants (including costs heretofore incurred within sixty (60) days prior to the adoption of this resolution). To the extent that any such expenditures are or have been incurred and paid prior to the issuance of the Warrants, the Commission hereby states that it reasonably expects to cause the application of a portion of the proceeds of the Warrants to reimburse the Commission for the moneys expended for the initial payment of such expenditures for the DHR Project.

Section 4. Approval of Project. Commission hereby approves the construction and financing of the DHR Project for use by the citizens of Montgomery County and the MCDHR staff as described above.

Section 5. Approval of Warrant Parameters. The Commission hereby authorizes and approves the preparation of documents for the sale and issuance of the Warrants within the following parameters (the "Parameters"):

(a) The Warrants shall be issued as fixed rate warrants to be secured by such pledges of revenue that are deemed appropriate or necessary, may be issued in one or more series, on a taxable or tax-exempt basis in compliance with applicable provisions of the *Code of Alabama* (1975), as amended, and to the extent applicable the *Internal Revenue Code* of 1986, as amended;

(b) The Warrants shall be limited obligation warrants or bonds secured solely from the revenues of the Lease Agreement, and

(c) The aggregate principal amount of the Warrants shall not exceed \$32,000,000.

Section 6. Authorized Signatory to Sign and Execute Necessary Documents. The Commission hereby approves and authorizes the Chairman of the Commission, and such other officers of the Commission as necessary, to sign, execute and deliver (i) the warrant purchase agreement, as necessary, providing for the issuance and sale of the Warrants upon terms agreed between the parties within the Parameters set forth herein, (ii) the Lease Agreement with MCDHR providing for the payment of the debt service on the Warrants with such terms as are consistent with this resolution, and (iii) such other documents as necessary to provide for the sale of the Warrants pursuant to the Parameters set forth above.

Section 7. Effective Date. This resolution shall be effective immediately.

Commissioner _____ thereupon moved that said resolution be adopted, which motion was seconded by _____, and, upon the said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

The Chairman thereupon declared that said resolution had been duly adopted.

* * * *

Chairman of the
Montgomery County Commission

County Administrator of the
Montgomery County Commission

Tammy Nix

From: Frank Thomas <f.thomas@frankthomasllc.com>
Sent: Tuesday, May 09, 2017 3:59 PM
To: Elton Dean; Donald Mims; Florence Cauthen; Greg Carr; ttg@hsg-law.com
Subject: Fwd: MCC - JP25
Attachments: JP25 - MCC Contract 5-4-17 - REDLINED.pdf; ATT00001.htm; JP25 - MCC Contract 5-4-17.pdf; ATT00002.htm

See below

H. Frank Thomas III
2855 Zelda road
Montgomery, Alabama 36106
F.Thomas@FrankThomasllc.com
334-657-4686

Begin forwarded message:

From: "Mark Jordan" <MJordan@jppartners.net>
To: "Frank Thomas" <f.thomas@frankthomasllc.com>
Subject: FW: MCC - JP25

I do appreciate all your hard work on this. However, as I stated, I'm really not interested in selling the asset below my \$425,000 purchase price. I would like to bring this to a conclusion. Please let me know if your client would prefer to move forward or pass on the deal.

Sincerely,

Mark D. Jordan
JP Realty Partners, Ltd.
2435 N. Central Expressway
Suite 1650
Richardson, TX 75080
Work: 972-458-7600
Mobile: 214-906-0446
Websites: www.JPPartners.net

From: Frank Thomas [<mailto:f.thomas@frankthomasllc.com>]
Sent: Thursday, May 4, 2017 2:51 PM
To: Mark Jordan <MJordan@jppartners.net>
Cc: Frank Thomas <f.thomas@frankthomasllc.com>
Subject: FW: MCC - JP25

See attached
FT3

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

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 Four Hundred Twenty Five Thousand and No/100 (\$425,000.00). The Purchase Price shall be payable as follows:

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

3. **INSPECTION PERIOD.** Buyer shall have a period of thirty (30) 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.

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. **TITLE COMMITMENT.** Seller agrees at its cost to furnish the Buyer within seven (7) days after the Effective Date of this Agreement, an up-to-date Title Commitment (the "Commitment") for 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 Commitment; provided, however, it is Buyer's requirement that the Commitment 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 Commitment 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 Commitment and Seller, in its sole discretion may, but shall not be obligated to, proceed to cure such matters at Seller's expense. If said matters are not cured within ten (10) days after notice, then Buyer may within ten (10) days 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 the exception shown on the Commitment 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. Seller will at its expense deliver a Title Policy at Closing.

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 Special 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:

Mark D. Jordan
JP 25 Washington, LLC
2435 North Central Expressway
Suite 1650
Richardson, Texas 75080
Office: 972.458.7600
Cell: 214.906.0446
Email: mjordan@jppartners.net

With copy (which does not constitute notice) to:

Ira F. Levy
Glast, Phillips & Murray, PC
14801 Quorum Drive, Suite 500
Dallas, Texas 75254-1449
Direct: 972.419.8384
Fax: 972.419.8329
Email: ilevy@gpm-law.com

BUYER:

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

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

With copy (which does not constitute notice) to:

Tommy Gallion
Haskell, Slaughter & Gallion, LLC
8 Commerce Street, Suite 36104
Montgomery, Alabama 36104
Office: 334.265.8573
Fax: 334.264.7945
Email: ttg@hst-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

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, except for a Lease Agreement for the Property, to be delivered to Buyer during the Inspection Period.

(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]*

_____ An Agent of the Seller
 X An Agent of the Buyer
_____ An Agent of both the Seller and Buyer and is acting as
a Limited Consensual Dual Agent
_____ 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]*

☐ An Agent of the Seller
☒ An Agent of the Buyer
☐ An Agent of both the Seller and Buyer and is acting as
a Limited Consensual Dual Agent
☐ Assisting the Buyer/Seller as a Transaction Broker

Seller's initials: my

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.

SEE Addendum A attached hereto and made a part of hereof.

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

[Signatures are on following page.]

ADDENDUM A

Special Provisions

DISCLAIMER OF WARRANTIES; "AS-IS, WHERE-IS, WITH ALL FAULTS" CONVEYANCE; INSPECTION.

- a. **"As-Is, Where-Is, With All Faults" Conveyance.** BUYER REPRESENTS, WARRANTS AND ACKNOWLEDGES TO SELLER AND AGREES WITH SELLER THAT SAVE AND EXCEPT (I) THE LIMITED WARRANTIES CONTAINED WITHIN THE DEED AND (II) THE WARRANTIES SET FORTH IN THIS CONTRACT, BUYER IS PURCHASING THE PROPERTY IN AN **"AS-IS, WHERE-IS"** CONDITION **"WITH ALL FAULTS"** AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF SELLER.
- b. **No Reliance.** Buyer hereby acknowledges that it is not entitled to, and should not, rely on Seller or its agents as to (i) the quality, existence, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; (ii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iii) the existence, quality, nature or adequacy of an ability to access utilities, including, but not limited to, electricity, natural gas, water and sewer; (iv) the existence, quality, nature, adequacy, physical condition or ability to access any rights-of-way or roads of any kind; (v) the development potential of the Property, its habitability, merchantability, fitness, suitability or adequacy for any particular purpose; (vi) the zoning classification, use or other legal status of the Property; (vii) the existence, applicability, quality or nature of any setback requirements; (viii) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; or (ix) the condition of title to the Property or the nature, status or extent of any right, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property.
- c. **NO SELLER REPRESENTATIONS.** BUYER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT WITH RESPECT TO THE PROPERTY, SAVE AND EXCEPT (I) THE LIMITED WARRANTIES CONTAINED WITHIN THE DEED, AND (II) THE WARRANTIES SET FORTH IN THIS CONTRACT, SELLER HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

- d. **ADDITIONAL DISCLAIMERS.** BUYER WARRANTS THAT IT IS KNOWLEDGEABLE IN REAL ESTATE MATTERS. PURCHASER ACKNOWLEDGES THAT, SAVE AND EXCEPT (I) THE LIMITED WARRANTIES CONTAINED WITHIN THE DEED, AND (II) THE WARRANTIES SET FORTH IN THIS CONTRACT, SELLER HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL OR OCCUPATIONAL PROTECTION, POLLUTION, SUBDIVISION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, MATERIAL OR SUBSTANCE.
- e. **Release.** Without in any way limiting the generality of the preceding **Sections 2(a)** through **2(d)**, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that upon Closing this transaction it forever waives, releases and discharges any claim it has, might have had or may have against Seller or any officer, director, employee, agent, contractor, servicer or affiliate of Seller, with respect to the following: the condition of the Property, either patent or latent; Seller's or Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, other licenses for the use or operation of the Property and/or certificates of compliance for the Property; the actual or potential income or profits to be derived from the Property; the real estate taxes or assessments now or hereafter payable thereon; the compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements or liability for violations thereof; and any other state of facts which exists with respect to the Property.
- f. **Advice from Legal Counsel.** Buyer hereby specifically acknowledges that Purchaser has carefully reviewed the preceding **Sections 2(a)** through **2(e)** and discussed their import with legal counsel (or had the opportunity, but opted not, to do so), that Buyer is fully aware of their consequences and that they are a material part of this Contract. The provisions of this **Section 2** will survive the termination of this Contract or Closing.

Tammy Price

From: Donald Mims <DonaldMims@mc-ala.org>
Sent: Wednesday, April 26, 2017 10:45 AM
To: Thomas Gallion
Cc: Tammy Price; Florence Cauthen
Subject: FW: Parking deck
Attachments: Purchase and Sale Agreement for Parking Deck - 6572340 RDL v 6572329.DOCX;
Purchase and Sale Agreement for Parking Deck.DOCX; Opinion re Purchase and Sale
Agreement re Parking Deck at 100 S Perry St.pdf

Tommy,

Attached is a counter-offer (Purchase and Sale Agreement) regarding the parking deck at 100 South Perry Street from Mark Jordan along with a redlined version of this document. Also, I am attaching your opinion concerning the original Purchase and Sale Agreement that we initially sent to Mark Jordan along with this document.

Please review and issue an opinion by Noon, Thursday, April 27th as to whether you find this new Purchase and Sale Agreement acceptable.

Thank you for your assistance regarding this matter.

Donnie

From: Frank Thomas [<mailto:f.thomas@frankthomasllc.com>]
Sent: Tuesday, April 25, 2017 4:41 PM
To: Elton Dean <endeansr@aol.com>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; Donald Mims <DonaldMims@mc-ala.org>
Cc: Greg Carr <greg@gregory-carr.com>; tte@hsg-law.com
Subject: Fwd: Parking deck

See below
He is sending signed ASAP

H. Frank Thomas III
2855 Zelda road
Montgomery, Alabama 36106
F.Thomas@FrankThomasllc.com
334-657-4686

Begin forwarded message:

From: Mark Jordan <MJordan@jppartners.net>
Date: April 25, 2017 at 12:10:46 PM CDT
To: Frank Thomas <f.thomas@frankthomasllc.com>
Subject: Parking deck

Please find the attached.

I have not reviewed the entire document but will let you know if I see anything incorrect.

Mark D. Jordan
JP Realty Partners, Ltd.
2435 N. Central Expressway
Suite 1650
Richardson, TX 75080
Work: 972-458-7600
Mobile: 214-906-0446
Websites: www.JPPartners.net

-----Original Message-----

From: Ira Levy [<mailto:ILEvy@gpm-law.com>]
Sent: Tuesday, April 25, 2017 12:02 PM
To: Mark Jordan <MJordan@jppartners.net>
Subject:

Mark
Attached is a redlined and clean version of the Purchase and Sale Agreement.

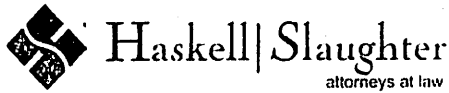
Ira F. Levy
Glast, Phillips & Murray, P.C.
14801 Quorum Drive, Suite 500
Dallas, Texas 75254-1449
Phone:: (972) 419-8384
Fax: (469) 206-5036
E-mail: ilevy@gpm-law.com

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

MEMORANDUM

TTG

April 26, 2017

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

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

It is my opinion the Agreement is acceptable and the counter-offer is acceptable if the County wishes to accept. 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

11-16

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: May 8, 2017

RE: Invitation to Bid No. 51901-16B-024
Montgomery County Parks Grounds Maintenance

Request the attached Amendment No. 1 to be considered for approval on a future agenda.

This will allow for the contract with Sharpcut Lawn Service to be extended for one (1) year, beginning August 1, 2017 and ending on July 31, 2018.

Sharpcut Lawn Service would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with James Williams, Superintendent of Parks & Recreation.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51901-16B-024

Amendment No. 1

Contract with Sharp Cut Lawn Service for grounds maintenance at Montgomery County Parks, is hereby extended for one (1) year, beginning July 31, 2017 and ending August 1, 2018.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SHARP CUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Finance
DEPARTMENT HEAD: Sherrill Thomas
SUPERVISOR: Sherrill Thomas

POSITION INFORMATION:

Position Title College Intern
Position Number 210075001
Pay Grade N/A Pay Range \$7.6509/hr
Proposed Effective Date June 6, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The Finance Department has an accounting intern available for the Summer semester selected through the Personnel department College Intern Program. The student will work approximately 12 hours per week for 8 weeks.

Sherrill Thomas
Department Head

Date 04/26/2017

FINANCIAL IMPACT:

The estimated cost of the intern position is \$1,000. I have the funds in my budget to cover the cost.

Sherrill Thomas
Finance Director

Date 5/4/2017

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

Tammy Nix

From: Dekle, Teresa <teresa.dekle@examiners.alabama.gov>
Sent: Tuesday, May 09, 2017 10:30 AM
To: eltondeal@mc-ala.org; Dan Harris; Ronda Walker; Donald Mims
Cc: bapti108@bellsouth.net; reedingram75@gmail.com; andrew.hall1@me.com
Subject: Exit Conference

We have completed our audit of the Montgomery County Emergency Communications District for the audit period 10/01/2014 – 09/30/2016 and would like to invite you to an exit conference on Monday, May 15th at 3:30 in the Commission's Conference Room. Please email me a response as to whether or not you will be able to attend.

Teresa Dekle, MSM
Audit Manager
Office: 334-832-7713
Fax: 334-832-7773

Confidentiality Notice: The information contained in this email and the documents attached hereto contain confidential information intended only for the use of the intended recipients. If the reader of the message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return email and destroy all versions –electronic, paper or otherwise of this communication. To report Fraud, Waste & Abuse: Call 1-844-563-7283 / Email: Report.Fraud@Examiners.Alabama.Gov



May 8, 2017

Montgomery County Commission
101 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102

Dear Members of the Montgomery County Commission:

About seven years ago the Dexter Avenue King Memorial Baptist Church organized fundraising efforts to create a life-size bronze statue of the late Dr. Martin Luther King, Jr. The late Evelyn Lowrey, wife of Dr. Joseph Lowrey, led the charge and began talks with artist Mr. Ronald McDowell. After Mrs. Lowrey's death and reorganization within the church, the project stalled. Mayor Todd Strange tasked me, as MABCA Executive Director and Public Art Commission Chairman, to work with the leaders of the Dexter Avenue King Memorial Baptist Church and Dr. King's Estate in Atlanta to re-start the project. We have had several meetings and have obtained permission from The King Center to contract for the statue. Certain applications and approvals from the King Center are required in order to commission a statue of Dr. King.

The statue will depict Dr. King in his pastoral robes with hand extended as to suggest greeting people, as he would do when he was Pastor at the church in downtown Montgomery. Montgomery, Alabama was the birthplace of Civil Rights, and it is long over due for Montgomery to honor Dr. King with this statue. The goal is to install and unveil the statue on April 4, 2018, commemorating the 50th Anniversary of Dr. King's assassination. The Montgomery Area Business Committee for the Arts respectfully requests that the Montgomery County Commission contribute \$42,000 of the \$105,000 cost of the statue.

Sincerely,

Ashley D. Ledbetter,
Executive Director

BOARD OF DIRECTORS: Albert A. Allenback • Brad Armagost • G. Carlton Barker • Ronald C. Brown • Robert Burns • William D. Coleman • Gene C. Crane
A. Bruce Crawford • R. Guy Davis, Jr. • J. Tyler Fondren • John H. Foshee • Robert H. Gould • Rusty Gregory • Barrie H. Harmon, III • Mike Hart • Lance Hunter • Pete Knight, Jr.
John W. "Billy" Livings • Sam Munnerlyn • Bruce Reid • Joe B. Riley • Sheron J. Rose • Leslie Sanders • William B. Sellers • Bolling P. Starke, III • Mayor Todd Strange • Jimmy Stubbs
Russell Tyner • Bob Vardaman • William E. Wallace • J. Cameron West • George R. Wilder • W. Alan Worrell
FOUNDER: Wynton M. Blount (1921-2002)
DIRECTOR EMERITUS: Robert S. Weil, Sr. (1919-2016)
EX-OFFICIO: Mayor Bill Gillespie • Al Head • Mayor R. Allen Kelley • Jim L. Ridling • Mayor Jerry Willis
EXECUTIVE DIRECTOR: Ashley DuBose Ledbetter

15-1



May 8, 2017

Montgomery County Commission
101 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102

Dear Members of the Montgomery County Commission:

I am writing as Chairman of the Rainbow Soldier Memorial Committee to request Montgomery County Commission's participation in the inauguration of *The Soldier*, a 14 x 7 foot bronze statue of a World War I soldier carrying a fallen comrade. The statue will be installed at Union Station in celebration of the 100th anniversary of World War I and to commemorate the 42nd Rainbow Infantry Division departing from Union Station on August 28, 1917. Another casting of this Rainbow Soldier was inaugurated in 2011 in Fère-en-Tardenois, near Chateau-Thierry. It stands on the site of the battle of Croix Rouge Farm (July 26, 1918), the second deadliest battle in Alabama history.

Montgomery County Commission Chairman Elton Dean, Representative John Knight, Mayor Todd Strange and longtime community and business leader Nimrod T. Frazer, Silver Star Korean War, serve as honorary Chairmen of the Rainbow Soldier Memorial Committee. The statue is a gift to Montgomery from Mr. Frazer, who also donated the Daedalus statue to Maxwell AFB in conjunction with the recent air show. That statue honors the first World War I combat pilots who studied under the Wright Brothers and later trained at Maxwell AFB.

The Rainbow Soldier Committee, the United States and Alabama World War I Centennial Commissioning Committees, and United States Centennial Commission member Dr. Monique Seefried have planned a series of events surrounding the inauguration, including a lecture and reception at the Montgomery Museum of Fine Arts by Jim Butler, British artist and sculptor of the statue, and a performance of the Harlem Rattlers Concert by the ASU Jazz Band prior to the dedication. More information is included in the enclosed agenda.

BOARD OF DIRECTORS: Albert A. Allenback • Brad Armagost • G. Carlton Barker • Ronald C. Brown • Robert Burns • William D. Coleman • Gene C. Crane
A. Bruce Crawford • R. Guy Davis, Jr. • J. Tyler Fondren • John H. Foshee • Robert H. Gould • Rusty Gregory • Barrie H. Harmon, III • Mike Hart • Lance Hunter • Pete Knight, Jr.
John W. "Billy" Livings • Sam Munnerlyn • Bruce Reid • Joe B. Riley • Sheron J. Rose • Leslie Sanders • William B. Sellers • Bolling P. Starke, III • Mayor Todd Strange • Jimmy Stubbs
Russell Tyner • Bob Vardaman • William E. Wallace • J. Cameron West • George R. Wilder • W. Alan Worrell
FOUNDER: Wynton M. Blount (1921-2002)
DIRECTOR EMERITUS: Robert S. Weil, Sr. (1919-2016)
EX-OFFICIO: Mayor Bill Gillespie • Al Head • Mayor R. Allen Kelley • Jim L. Ridling • Mayor Jerry Willis
EXECUTIVE DIRECTOR: Ashley DuBose LeBlatter

16-1

Montgomery is so VERY proud and honored to be holding one of the **most significant and important** events in the state for the celebration commemorating WWI.

I respectfully request that the Montgomery County Commission help sponsor the events surrounding the dedication and the construction costs associated with the installation of the statue. We are requesting \$15,000 for this significant event. The Montgomery County Commission will be recognized in all publicity and media surrounding the events, as well as printed programs for the day of the dedication and a pamphlet that will remain at Union Station Visitors Center for visitors to take with them. We appreciate everything you do for all the people of Montgomery County, and we humbly ask for your support!

Sincerely,

A handwritten signature in cursive script that reads "Ashley Ledbetter".

Ashley D. Ledbetter,
Executive Director

DAS North America, INC.
840 Industrial Park Blvd
Montgomery, AL 36117
Phone: (334) 284-2544
Fax: (334) 284-2582

May 2, 2017

Honorable Elton Dean
Donald Mims, Administration
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102

Re: DAS North America Commitment

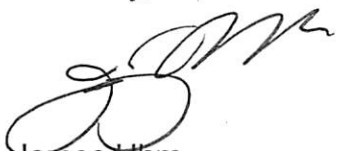
Dear Honorable Dean,

This letter is to certify as of January 2016 DAS North America, INC has fulfilled its commitment outline in the Project Agreement between the City of Montgomery, Montgomery County-Alabama, and DAS North America by completing the following obligations:

- DAS North America, INC. has employed an average of 400 full time employees with an average hourly rate of \$15.85.
- DAS North America, INC. has fulfilled all commitments of investment for capital expenditures.

DAS North America, INC want to thank you for working closely with our company over the past four years. If any additional information is required, please feel free to contact our office at the above number.

Sincerely,



James Uhm
Chief Operating Officer

5/2/2017

2017 MAY -5 PM 8:42

Dear Montgomery County Commission:

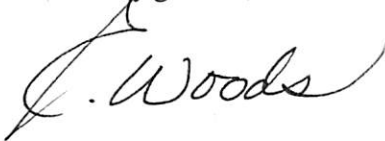
Have a Heart 4 Children, Inc. is a 501 c (3) federal id number 80-0728451, organization whose mission is to provide social and educational programs to enhance the welfare of children and youth by providing resources and activities including, but not limited to: annual after school programs, holiday programs, educational programs and field trips, workshops, summer programs, athletic programs, mentoring programs and youth development programs.

For the past 17 years Have a Heart has been the catalyst for the annual Holiday event for children with special needs. This event attracted over 1500 students, teachers and community volunteers. The purpose of this event is to give the children an opportunity to reconnect with past instructors and fellow classmates. From humble beginning at a classroom, to Southeast YMCA, to Alcazar Shriner's Temple and for the past two years Frazier United Methodist Church has hosted this exciting event. From this exciting and rewarding partnership, Frazier Church has committed to partner with Have A Heart to host this event with your help we can ensure that this event will continue to be provided annually to our special angels.

Fundraising on any level is difficult, however, the Montgomery County Commission has graciously supported our efforts each time we have asked and their impact has produced the giving of over 500 gift baskets (toiletries, t-shirts, etc.) to special instructors and classrooms. I am personally asking for your support in the amount of \$10,000 annually for operational and programmatic expenses that will reinforce our efforts and ensure that our special angels will continue to have a venue to share expenses and relive fond memories. I would like to the Montgomery County Commission will be able to make this onetime allocation to help alleviate any last-minute crisis and ensure that this event is successful.

Words cannot say how much this event has impacted, benefited the students and faculty that to see it not funded will certainly be a disappointment. I would like to thank you in advance for your continued support.

Sincerely grateful,



"Giving from our HEART because our HEARTS keep on giving"

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>MAY</u>						
	52110-14B-007	Graphics & Letters Sheriff Vehicles	Sherriff Office	Signs Now		May 18, 2017
	51965-16B-019	Security Cameras	Information Systems	Graybar	May 8, 2017	May 8, 2019
<u>JUNE</u>						
	53000-15B-013	Plant Mix	Engineering	MidSouth Paving, Inc.	June 14, 2017	June 14, 2018
	51901-15B-023	Air Filters & Service	Support Service	Filter Service of	June 30, 2017	June 30, 2018
	51901-15B-022 51901-15B-022	Garbage Collection Garbage Collection	Support Service Support Service	Advanced Disposal Sea Coast		June 30, 2018 June 30, 2018
<u>JULY</u>						
	52200-14B-008	Inmate Phone System	Detention Facility	Legacy		July 21, 2017
<u>AUG</u>						
	51100-13B-024	Pest Control Services	County Commission	Knox Pest Control	Aug, 2017	Aug 31, 2019
	51965-14B-014	Internet Services	Information Systems	TW Telecom of Alabama		Aug 31, 2017
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,425,186	3,531,996	24,404	3,556,400	131,215	3.83%
NOVEMBER	3,472,817	3,442,102	0	3,442,102	(30,715)	-0.88%
DECEMBER	3,390,391	3,594,253	0	3,594,253	203,862	6.01%
JANUARY	4,247,132	4,270,435	86,820	4,357,256	110,124	2.59%
FEBRUARY	3,243,887	3,226,845	0	3,226,845	(17,042)	-0.53%
MARCH	3,492,053	3,304,970	0	3,304,970	(187,082)	-5.36%
APRIL	3,875,222	3,933,695	201,824	4,135,519	260,297	6.72%
MAY	3,643,376					
JUNE	3,547,818					
JULY	3,621,891					
AUGUST	3,470,126					
SEPTEMBER	3,511,821					
Year to Date	\$25,146,688	\$25,304,297	\$313,048	\$25,617,345	\$470,657	1.87%

Total YTD 2016	\$42,941,719	\$25,146,688
Total YTD 2015	\$42,229,243	\$24,723,576
Total YTD 2014	\$40,372,284	\$23,553,257

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County Sales Tax No Audit/Refunds Included

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)		
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%	With Out SSUT
OCTOBER	3,454,774	3,551,938	24,404	3,576,342	121,568	3.52%	2.81%
NOVEMBER	3,487,542	3,488,406	0	3,488,406	864	0.02%	
DECEMBER	3,428,685	3,656,532	0	3,656,532	227,848	6.65%	
JANUARY	4,271,023	4,291,564	86,820	4,378,384	107,361	2.51%	0.48%
FEBRUARY	3,299,077	3,236,476	0	3,236,476	(62,601)	-1.90%	
MARCH	3,533,310	3,417,574	0	3,417,574	(115,736)	-3.28%	
APRIL	3,912,864	4,117,075	201,824	4,318,898	406,035	10.38%	5.22%
MAY	3,672,532						
JUNE	3,578,989						
JULY	3,815,430						
AUGUST	3,577,401						
SEPTEMBER	3,521,328						
Year to Date	\$25,387,275	\$25,759,565	\$313,048	\$26,072,613	\$685,338	2.70%	1.47%

Total YTD 2016	\$43,552,955	\$25,387,275
Total YTD 2015	\$43,026,884	\$25,092,663
Total YTD 2014	\$41,227,831	\$23,998,803

20-2

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

EDUCATION SALES TAX

	FY 2016	FY 2017	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,286,368	2,334,564	48,195	2.11%
NOVEMBER	2,316,643	2,290,263	(26,380)	-1.14%
DECEMBER	2,261,187	2,420,203	159,016	7.03%
JANUARY	2,837,073	2,841,070	3,997	0.14%
FEBRUARY	2,181,311	2,139,457	(41,855)	-1.92%
MARCH	2,322,353	2,248,749	(73,605)	-3.17%
APRIL	2,576,678	2,723,361	146,683	5.69%
MAY	2,413,851			
JUNE	2,359,528			
JULY	2,527,504			
AUGUST	2,350,722			
SEPTEMBER	2,318,460			
Year to Date	\$16,781,614	\$16,997,666	\$216,052	1.29%

GASOLINE TAX

	FY 2016	FY 2017	Increase (Decrease)	
Collections	Collections	Amount	%	
132,886	137,536	4,650	3.50%	
137,400	137,661	261	0.19%	
126,037	132,410	6,373	5.06%	
134,503	129,222	(5,281)	-3.93%	
118,284	121,033	2,749	2.32%	
136,621	116,222	(20,399)	-14.93%	
139,244	139,250	6	0.00%	
135,717				
141,152				
136,209				
140,874				
143,894				
\$924,975	\$913,335	-\$11,640	-1.26%	

Total YTD 2016	\$28,751,678	\$16,781,614
Total YTD 2015	\$28,371,485	\$16,558,407
Total YTD 2014	\$27,221,676	\$15,824,531

\$1,622,822	\$924,975
\$1,613,839	\$913,318
\$1,524,828	\$863,122

20-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017	Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%
OCTOBER	210,405	213,184	2,779	1.32%
NOVEMBER	228,351	231,791	3,440	1.51%
DECEMBER	202,331	211,662	9,331	4.61%
JANUARY	198,177	188,631	(9,546)	-4.82%
FEBRUARY	195,375	185,122	(10,253)	-5.25%
MARCH	221,142	202,694	(18,448)	-8.34%
APRIL	251,652	252,511	859	0.34%
MAY	252,495			
JUNE	246,727			
JULY	245,469			
AUGUST	239,378			
SEPTEMBER	218,589			
Year to Date	\$1,507,432	\$1,485,595	(\$21,838)	-1.45%

Total YTD 2016	\$2,710,090	\$1,507,432
Total YTD 2015	\$2,577,637	\$1,424,979
Total YTD 2014	\$2,276,971	\$1,166,886

26-4

Lodging Tax

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

2017 MAY -2 PM 2:39

Statistical Report for April 2017

Federal Prisoners Received	143
Federal Prisoner Carryovers from Previous Month	61
Total Federal Inmate Days	1650

State Inmates Received	334
State Inmate Carryovers from Previous Month	514
Total State Inmates in Facility this Month	848
Total Carryovers to Next Month	515
Total State Inmate Days	15,751

Total Inmates (State and Federal Combined)	1052
Total Inmate Days (State and Federal Combined)	17,401
Average Daily Population	621

Total Days Billed to the State	15,751
Amount Charged to the State	\$ 27,564.25
Sheriff's Allowance	\$ 337.50
Total Charged to the State	\$ 27,901.75

Total Spent for Food this Month	\$54,051.66
Amount Over Allowance	\$53,714.16
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.43

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice #4-2017	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 05/01/2017		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				SHIPPED FROM			
						GOVERNMENT B/L NUMBER	
NUMBER AND DATE OF ORDER April Jail Bill 4/01/2017 to 4/30/2017		DATE OF DELIVERY OR SERVICE 04/30/2017		ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary) Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-		QUAN- TITY 1650	
						UNIT PRICE COST PER 48 Day	
						AMOUNT (1) 79,200.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 79,200.00	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
		= \$		= \$1.00			
		BY 2					
		TITLE				Amount verified; correct for payment	
						(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) 2				(Title)	
ACCOUNTING CLASSIFICATION							
SOC:25801 1561020XD H52 D02 HDH5000D							
P A I D B Y	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)
	CASH	DATE			PAYEE 3		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

21-3

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

April, 2017

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Month	Year	Sheriff's Allowance
1	518					518	\$	906.50	\$ 11.25
2	513					513	\$	897.75	\$ 11.25
3	521					521	\$	911.75	\$ 11.25
4	525					525	\$	918.75	\$ 11.25
5	529					529	\$	925.75	\$ 11.25
6	528					528	\$	924.00	\$ 11.25
7	533					533	\$	932.75	\$ 11.25
8	530					530	\$	927.50	\$ 11.25
9	527					527	\$	922.25	\$ 11.25
10	534					534	\$	934.50	\$ 11.25
11	528					528	\$	924.00	\$ 11.25
12	533					533	\$	932.75	\$ 11.25
13	529					529	\$	925.75	\$ 11.25
14	524					524	\$	917.00	\$ 11.25
15	525					525	\$	918.75	\$ 11.25
16	523					523	\$	915.25	\$ 11.25
17	524					524	\$	917.00	\$ 11.25
18	534					534	\$	934.50	\$ 11.25
19	528					528	\$	924.00	\$ 11.25
20	529					529	\$	925.75	\$ 11.25
21	520					520	\$	910.00	\$ 11.25
22	528					528	\$	924.00	\$ 11.25
23	522					522	\$	913.50	\$ 11.25
24	521					521	\$	911.75	\$ 11.25
25	525					525	\$	918.75	\$ 11.25
26	531					531	\$	929.25	\$ 11.25
27	521					521	\$	911.75	\$ 11.25
28	518					518	\$	906.50	\$ 11.25
29	515					515	\$	901.25	\$ 11.25
30	515					515	\$	901.25	\$ 11.25
31	0					0	\$	-	\$ -
Total	15751	0	0	0	0	15751	\$	27,564.25	\$ 337.50

Amount Chargeable to the State (0900-14) \$ 27,564.25
 SSN: _____ Sheriff's Allowance (0900-31) \$ 337.50
 Total Amount \$ 27,901.75

Affadavit of the Sheriff before Notary Public
 The State of Alabama _____
 Montgomery _____ County

Before me Marilyn M. Crenshaw Notary Public, personally appeared
MCC & Derrick Cunningham Sheriff of said County, who being by me sworn,
 makes oath that the within account for 27901.75 Dollars is correct and
 that no part here of has been paid.

Sworn to and subscribe before me this 1st day of May, 20 17
Marilyn M. Crenshaw
 Notary Public Signature

21-4

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

April 2017 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	4	1.02%
W/M	87	16.33%
B/M	366	68.37%
W/F	27	6.12%
B/F	30	8.16%
O/F	0	0.00%
Total	514	100.00%

Number of Inmates Received During the Month:

O/M	2	0.60%
W/M	42	12.57%
B/M	210	62.87%
W/F	23	6.89%
B/F	56	16.77%
O/F	1	0.30%
Total	334	100.00%

Total Number of Inmates in Jail During the Month:

O/M	6	0.71%
W/M	129	15.21%
B/M	576	67.92%
W/F	50	5.90%
B/F	86	10.14%
O/F	1	0.12%
Total	848	100.00%

Number of Inmates Released or Removed During the Month:

O/M	1	0.30%
W/M	47	14.11%
B/M	208	62.46%
W/F	27	8.11%
B/F	50	15.02%
O/F	0	0.00%
Total	333	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	5	0.97%
W/M	82	15.92%
B/M	368	71.46%
W/F	23	4.47%
B/F	36	6.99%
O/F	1	0.19%
Total	515	100.00%

MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

April 2017 Monthly Jail Report -- Federal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	11
W/M	13
B/M	32
W/F	1
B/F	2
O/F	2
Total	<u>61</u>

Number of Inmates Received During the Month:

O/M	0
W/M	4
B/M	13
W/F	1
B/F	0
O/F	0
Total	<u>18</u>

Number of Inmates in Jail During the Month:

O/M	11
W/M	17
B/M	45
W/F	2
B/F	2
O/F	2
Total	<u>79</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	3
B/M	14
W/F	0
B/F	0
O/F	0
Total	<u>21</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	7
W/M	14
B/M	31
W/F	2
B/F	2
O/F	2
Total	<u>58</u>

21-6

Community Corrections Census & Fiscal Report

	Oct, 16	Nov, 16	Dec, 16	Jan, 17	Feb, 17	Mar, 17	Apr, 17	May, 17	June, 17	July, 17	Aug, 17	Sept, 17	TOTAL:
PROGRAM TYPE:													
~County Probation Offenders	129	131	131	124	133	138	136	0	0	0	0	0	
Fees Collected	410.00	625.00	462.00	435.00	400.00	320.00	220.00	-	-	-	-	-	\$2,872.00
~Pre-Trial Release Participants	40	32	30	29	37	37	33	0	0	0	0	0	
(Jail Bed- Days Saved)	1310	1480	886	888	924	1116	1039	0	0	0	0	0	
Fees Collected	365.00	685.00	389.00	345.00	390.00	353.00	220.00	-	-	-	-	-	\$2,747.00
~Drug Court Offenders	21	20	22	21	18	16	15	0	0	0	0	0	
Fees Collected	2,040.00	2,210.00	2,516.00	2,020.00	2,140.00	1,605.00	1,665.00	-	-	-	-	-	\$14,196.00
~Jail/Prison Diversion Offenders	160	163	169	173	175	156	166	0	0	0	0	0	
Fees Collected	2,778.00	2,395.00	2,850.00	2,717.00	2,885.00	2,426.00	2,102.00	-	-	-	-	-	\$18,153.00
Amt. Billed to AL Dept. of Corrections	33,430.00	31,090.00	35,250.00	34,260.00	29,820.00	30,780.00	27,830.00	-	-	-	-	-	\$222,460.00
~Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
~Drug Screenings	217	277	342	226	307	231	158	0	0	0	0	0	
Fees Collected	1,294.00	1,170.00	1,490.00	1,599.00	1,445.00	1,295.00	910.00	-	-	-	-	-	\$9,203.00
~E.V.E.N. DV Program Enrolled	117	118	99	98	99	101	87	0	0	0	0	0	
Fees Collected	2,250.00	1,510.00	\$1,345.00	1,510.00	1,635.00	1,260.00	1,712.50	-	-	-	-	-	\$11,222.50
~Other Fees Collected	100.00	180.00	60.00	60.00	215.00	320.00	260.00	0.00	0.00	0.00	0.00	0.00	\$1,195.00
TOTAL FEES: (15-16 FY)	\$ 42,667.00	\$ 39,865.00	\$ 44,362.00	\$ 42,946.00	\$ 38,930.00	\$ 38,359.00	\$ 34,919.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282,048.50
Prior Year Fees (Comparison):	\$39,299.75	\$37,218.00	\$37,565.00	\$39,265.00	\$38,618.00	\$39,926.50	\$36,831.00	\$37,622.50	\$35,208.00	\$41,293.00	\$43,681.00	\$41,842.00	
TOTAL POPULATION SERVED:	467	464	451	445	462	448	437	0	0	0	0	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	418	419	431	436	433	425	420	422	411	436	449	455	
~Community Service Participants	14	13	14	10	10	26	20	0	0	0	0	0	
(Community Service Hours)	140	114	133	167	179	173	196	0	0	0	0	0	
Value of Labor at \$7.25 per Hr. (Minimum Wage)	\$ 1,015.00	\$ 829.04	\$ 964.25	\$ 1,208.29	\$ 1,299.56	\$ 1,254.25	\$ 1,421.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$7,991.39

	<u>Drug Court</u>	<u>AL D.O.C.</u>	<u>Client Fees</u>	<u>E.V.E.N.</u>
Budget Allocation (Anticipated Revenue)	\$33,000.00	\$360,000.00	\$89,000.00	\$28,000.00
Total Amount Collected/Billed to Date	\$14,196.00	\$222,460.00	\$32,975.00	\$11,222.50
Balance (of anticipated revenue)	\$18,804.00	\$137,540.00	\$56,025.00	\$16,777.50

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$282,048.50
Prior Year to Date	\$268,723.25
Difference From Prior Year	\$13,325.25 +

Total Projected Fees from All Other Sources*	\$510,000.00
Target Amount expected to be collected/billed by date	\$297,500.00
Total Collected/Billed to date	\$282,048.50
Difference from Anticipated Revenue to Date: + or -	-\$15,451.50

*Other than from County Appropriations

22-1

Royal Ambassadors M. E. D., Inc.
(A for Public Benefit 501 (c) 3 Ministry of Economic Development)
Our Tax Exempt ID Number is: 45-2468415
164 East South Boulevard Montgomery, AL 36105 334/354-6229

jumpstart123@charter.net

April 4, 2017

**Mr. Donnie Mims, Administrator
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104**

Dear Donnie:

As a follow-up to our telephone conversation this morning, we are providing you with a Narrative of how funds from our \$25,000 ~~Funding Request are to be used~~.

As a lifelong resident of Montgomery County, AL, it is our committment to provide improved communication skills training and enrichment to children attendin our program on a weekly basis. During yesterday's County Commission meeting we did provide a hand-out outlining how, each week we will serve youths attending our program.

Also, as explained during my presentation to Commissioners, our program will equip students with the ability to verbalize their emotions and other issues they deal with that lead to negative behaviors We believe, that by enhancing their communication skills we are also strenghtening their ability to make better decisions. We feel that will help to guide them to better school performance and a better quality of life for themselves and their families overall.

We thank you and look forward to receiving these much needed funds to help our children.

Sincerely,

Barbara P. Mays

Program Administrator

SS:11111 4-11-17

A Program WITH A PURPOSE...Discipline, Educational Enrichment, and Empowerment for Success

23-1

Donald Mims

From: Barbara Mays <jumpstart123@icloud.com>
Sent: Thursday, March 30, 2017 4:17 PM
To: Donald Mims
Subject: Re: Request for Funding Form

Sent from my iPhone

> On Mar 30, 2017, at 4:08 PM, Barbara Mays <jumpstart123@icloud.com> wrote:

>

> Commissioner Isaiah Sankey has invited us to appear before today's Commission meeting regarding our funding request of \$25,000.00 to Royal Ambassadors MED, Inc. a 501 (c) 3 for public benefit, faith based organization are providing 8 weeks of communication skills training for youths 10 years and older. The training sessions will take place every week beginning Saturday, April 8th from 10 am - 12 noon running through May 27th...there after, a new 8 weeks session will begin and continue through 2017-2018. Our focus is to provide instructions that will help to improve basic communication skills and other soft-skills. Additionally, we are working with AUM's athletics department to build a soccer field in west Montgomery on property donated by a local church. The president one of the city's major banks has offered the use of their employees as volunteers to assist with our efforts. Thanks for your support of our children, Barbara Mays

>

> Sent from my iPhone

>

>> On Mar 9, 2017, at 8:51 AM, Donald Mims <DonaldMims@mc-ala.org> wrote:

>>

>> Theresa,

>> Please email the Request for Funding form to Barbara Mayes by noon today.

>> Thanks

>> Donnie

>>

>> Sent from my iPhone

>>

>>> On Mar 9, 2017, at 8:41 AM, Barbara Mays <jumpstart123@icloud.com> wrote:

>>>

>>> Good morning Donnie, per our phone conversation please email a Request for Funding form to Royal Ambassadors M. E. D., Inc. Our email address is: jumpstart123@charter.net. Thanks, I will call you shortly, Barbara Mays

>>>

>>> Sent from my iPhone

23-2