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

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

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Information pertaining to the November 19, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, November 19, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Our schedule for Monday's meeting is very full and it would be good for the Commission to consider working over past the formal session in order to cover all topics.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

1. County Commission Information Session Schedule for November 19, 2018

Waived Rules Items to Consider for November 19, 2018

2. Consider Authorization of the U.S. Department of Justice Equitable Sharing Agreement and Certification, Sheriff's Office

Items to Consider for the Monday, December 3, 2018 Montgomery County Commission Regular Meeting Agenda

3. Consider Authorization of the 2019 Calendar Year Contract Agreement with Crosby Drinkard Group, LLC, for Governmental Affairs Representation/Consulting Services, County Commission

4. Consider Authorization of the 2019 Proposed Legislative Agenda, County Commission **(Last year, the Commission approved the proposed Legislative Agenda as a group of Bills. Does the Commission want to approve the proposed 2019 Legislative Agenda in the same manner?)**

5. Consider Authorization of Resolution, Agreement, and Delegation of Authority regarding the Eastwood Villa Housing Rehabilitation-Phase 2 Project, CDBG Project Number CY-CM-RR-18-017, County Commission

6. Consider Authorization of the Land and Water Conservation Fund (LWCF) Grant, County Commission

7. Consider Authorization of Alabama Department of Youth Services Grant/Subsidy Agreement for 2018-2019, Youth Facility

8. Consider Authorization of Bid Award to Norris Building Company for Jail Shower Renovations, GMC Project Number AMGM160069, County Commission

9. Consider Authorization of Board Member Appointments, Montgomery County Community Punishment & Corrections Authority

10. Consider Authorization of Board Member Appointments, Montgomery County Parks and Recreation Board

11. Consider Authorization of Payment of 2019 Membership Dues in the Amount of $4,587 to the National Association of Counties (NACo) **(Same dues as last year)**, County Commission

12. Consider Authorization of Renewal of Commercial Crime Policy with Travelers Casualty and Surety Company of America, Secured through AssuredPartners of AL, Risk Management

13. Consider Authorization of Amendment to Group Flexible Purchase Payment Deferred Fixed Annuity Contract with Nationwide Life Insurance Company, Risk Management

14. Consider Authorization of Award of Request for Proposal (RFP) to Administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account, Risk Management

15. Public Hearing regarding Proposed Employee Recognition and Appreciation Program "ERAP" **(During the County Commission meeting on November 19, 2018, the Commission need to provide notice of its intention to consider the "ERAP" by announcing at the next regular MCC meeting on November 19, 2018 that the matter will be on the agenda at the MCC meeting on December 3, 2018 and that there will be a public hearing on the matter at the meeting on December 3, 2018 prior to consideration of the ERAP. Does the Commission desire to provide this notice during the Commission meeting on November 19, 2018?)**

16. Consider Authorization of Employee Recognition and Appreciation Program "ERAP", County Commission

17. Consider Adoption of Resolution Approving the 2019 Severe Weather Preparedness Tax Holiday, February 22-24, 2019, Authorized by Act No. 2012-256, County Commission

18. Consider Authorization of Amendment Number 2 to Contract with Diversified Companies, LLC, regarding a One (1) Year Extension, beginning January 3, 2019 and ending on January 2, 2020, for Offsite Printing of Notices, Contract Number 51500-17B-006, Revenue Commissioner's Office

19. Consider Authorization of Final Payment Application from Stallings and Sons, Inc., for the HVAC and Fire Alarm Replacement in the Courthouse, County Commission

20. Consider Authorization of Bid Award to Stephens Construction & Concrete for Crushed Stone, Bid Number 53000-19B-005, Engineering Department

21. Consider Authorization of Bid Award to Uniform Manufacturing, Inc., for Inmate Uniforms, Bid Number 52200-19B-003, Detention Facility

22. Consider Authorization of Bid Award to Vulcan Inc., dba Vulcan Signs, for Traffic Signage and Supplies, Bid Number 53104-19B-004, Engineering Department

23. Consider Authorization of Bid Award to Falls Facility Services, Inc., for Janitorial Services, Bid Number 51901-19B-007, Support Services

General Information

24. Copy of Information regarding the Montgomery Humane Society

25. Copy of Letter from County Attorney Thomas T. Gallion, III regarding the Calling of an Executive Session to Discuss Pending Litigation concerning CSX and other Pending Litigation

26. Copy of Letter from Founder/Director Earnestine Woods with Have a Heart 4 Children, Inc., **requesting $5,000** for Operational and Programmatic Expenses **(10/3/16, the Commission approved a Budget Change Request in the Amount of $3,000 from Donation Revenue and on 6/19/17, the Commission approved a Budget Change Request in the Amount of $5,000 from Donation Revenue)**

27. Copy of Letter from Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board **requesting $3,750** (half of the total cost of $7,500) for an updated report regarding the estimates of probable costs in a continuing effort to update sewer services in West Montgomery

28. Copy of Letter from Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board regarding Fire Hydrants. There are 304 fire hydrants in the County outside the Pike Road town limits and, **effective January 1, 2019, they will be charging the County $90 per fire hydrant per year (304 x $90 = $27,360 annually)** for maintenance of the fire hydrants and for firefighting activities

29. Copy of Email from County Attorney Gallion requesting an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for Legal Services for the Three-Year Period March 7, 2019 – March 6, 2022, County Commission **(Also, attached is a copy of the current Agreement with the County Attorneys and Exhibit A)**

30. Copy of Email from Director of Events and Marketing Bill Hardin with the Garrett Coliseum Redevelopment Corporation regarding Financial Statements

31. Copy of Measuring the Impacts of a New Multi-use Agricultural and Show Facility and Renovation of the Garrett Coliseum and the Alabama Agricultural Center by Troy University

32. Copy of Resolution provided by the Montgomery Public Schools Superintendent's Office entitled Resolution Requesting District Tax Election for 6 Additional Mills. It is my understanding that this Resolution was passed at the last School Board meeting.

33. Copy of Letter from Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority **requesting $90,000** for one-third of the Preliminary Engineering Design and Environmental Assessment cost for a runway extension project. She has requested $90,000 from the City and the Airport Authority would contribute the remaining $90,000 for a total of $270,000. Also, attached is a copy of the Minutes from the January 22, 2018 Commission meeting adopting a Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing (F-35 Fighter Jet Project)

34. Copy of Schedule of Upcoming Bids/Contract Renewals for November–December 2018

35. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for November 2018

36. Copies of Revenue Reports for October 2018 from Tax and Audit Department

37. Copy of Population Report for October 2018 for the Mac Sim Butler Detention Facility

38. Copy of Census and Fiscal Report for October 2018 for Community Corrections

Previous Requests for Funding

During the October 1, 2018 meeting, CEO Doris Crenshaw with The Southern Youth Leadership Development Institute (SYLDI) **requested $35,000** for the 2018 SYLDI Summer Program **(On 2/20/18, the Commission appropriated $25,000 from their Joint Designated Revenue account to this organization)**

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
NOVEMBER 19, 2018

8:00 a.m.	Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
8:05 a.m.	Director of Corporate and Community Relations Becki Connally and Middle Alabama Regional Director Shannon Morrell with the Alabama Kidney Foundation – Expression of Appreciation to the Commission for their Support
8:10 a.m.	Cassandra Crosby with Crosby Drinkard Group, LLC – Presentation regarding a Contract Agreement with Crosby Drinkard Group, LLC, for Governmental Affairs Representation/Consulting Services **(Future Agenda Item 3)** and the 2019 Proposed Legislative Agenda **(Future Agenda Item 4)**
8:20 a.m.	Vice President Junie J. Pierce, III with the Montgomery Humane Society – Presentation **requesting $10,000** for a Vehicle for the Shelter **(Our Annual Budget Appropriation for the last few years has been $500,000)**
8:30 a.m.	Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Resolution, Agreement, and Delegation of Authority regarding the Eastwood Villa Housing Rehabilitation-Phase 2 Project, CDBG Project Number CY-CM-RR-18-017 **(Future Agenda Item 5)** and Land and Water Conservation Fund (LWCF) Grant **(Future Agenda Item 6)**
8:40 a.m.	Sheriff Derrick Cunningham – Presentation regarding U.S. Department of Justice Equitable Sharing Agreement and Certification **(Waived Rules Item 2)**
8:45 a.m.	Acting Juvenile Court Administrator Beverly Wise – Presentation regarding Alabama Department of Youth Services Grant/Subsidy Agreement for 2018-2019 **(Future Agenda Item 7)**
8:50 a.m.	Architects Chris Murphy and Freddie Lynn with Goodwyn, Mills and Cawood – Presentation regarding Bid Award to Norris Building Company for Jail Shower Renovations, GMC Project Number AMGM160069 **(Future Agenda Item 8)**
8:55 p.m.	Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
9:00 a.m.	County Engineer George Speake – Update regarding Engineering Operations
9:05 a.m.	Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
9:15 a.m.	Executive Session – County Attorney Gallion has requested to meet with the Commission regarding Pending Litigation concerning CSX and Other Pending Litigation **(General Information Item 25)**
9:30 a.m.	Formal Session
10:00 a.m.	Adjourn

OMB Number 1123-0011
Expires January 31, 2018

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: AL0030000
Agency Name: Montgomery County Sheriff Office **Type:** Sheriff's Office
Mailing Address: 115 South Perry Street
Montgomery, AL 36104

Finance Contact
Name: Pollard, Randy
Phone: 3348322504 **Email:** randypollard@mc-ala.org

ESAC Preparer
Name: Pollard, Randy
Phone: 3348322504 **Email:** randypollard@mc-ala.org

FY End Date: 09/30/2018 **Agency FY 2019 Budget:** $14,843,348.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Begining Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	$86,214.34	$8,968.10
2	Equitable Sharing Funds Received	$25,872.45	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	$112,086.79	$8,968.10
7	Equitable Sharing Funds Spent (total of lines a - n below)	$18,946.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	$93,140.79	$8,968.10

[1]Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	$0.00	$0.00
b	Training and education	$0.00	$0.00
c	Law enforcement, public safety and detention facilities	$0.00	$0.00
d	Law enforcement equipment	$18,946.00	$0.00
e	Joint law enforcement/public safety operations	$0.00	$0.00
f	Contracting for services	$0.00	$0.00
g	Law enforcement travel and per diem	$0.00	$0.00
h	Law enforcement awards and memorials	$0.00	$0.00
i	Drug, gang and other education or awareness programs	$0.00	$0.00
j	Matching grants (Complete Table C)	$0.00	$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	$0.00	$0.00
l	Support of community-based programs (Complete Table E)	$0.00	
m	Non-categorized expenditures (Complete Table F)	$0.00	$0.00
n	Salaries (Complete Table G)	$0.00	$0.00
	Total	$18,946.00	$0.00

2-1

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

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Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide).*

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

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6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards.* The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Cunningham, Derrick
Title: Sheriff of Montgomery County
Email: DerrickCunningham@mc-ala.org

Signature: ______________________ Date: 11/9/18

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Dean, Elton N.
Title: Chairman, Montgomery County
Email: eltondean@mc-ala.org

Signature: ______________________ Date: ______________________

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

2-4

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

DANIEL HARRIS, JR.
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November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Contract Agreement with Crosby Drinkard Group, LLC

Attached is a copy of the 2018 Calendar Year Contract Agreement with Crosby Drinkard Group, LLC for governmental affairs representation/consulting services.

The renewal of this Contract will be considered at Monday's Commission meeting.

Should you have any questions, please contact me.

DLM/tn

Attachment

CONTRACT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.

2. Term. The term of this agreement shall commence January 1, 2018 and shall terminate December 31, 2018.

3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of $67,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.

4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.

5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.

6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.

3-2

7. Confidentiality. CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.

8. Modification. No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.

9. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the 6th day of November, 2017.

Crosby Drinkard Group, LLC

Cassandra Crosby

Ron Drinkard

Montgomery County Commission

Elton N. Dean, Sr.

Elton N. Dean, Sr., Chairman

3-3

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
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November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: 2019 Legislative Agenda

Cassandra Crosby with Crosby Drinkard Group, LLC, will brief the Commission during the November 19, 2018 meeting regarding the proposed 2019 Legislative Agenda. Attached are the following draft bills to be considered for the 2019 Regular Session of the Alabama Legislature.

1. County Commissioners' Expense Allowance Bill **(Page 4-2-A1)**

2. Sheriff's Compensation and Expense Allowance Bill **(Page 4-2-B1)**

3. Airport Authority Board Member Appointments Bill **(Page 4-2-C1)**

Last year, the Commission approved the proposed Legislative Agenda as a group of Bills. Does the Commission want to approve the proposed 2019 Legislative Agenda in the same manner?

Also, attached is the 2019 Legislative Calendar **(Page 4-3)**.

DLM/tn

Attachments

196069-1 : n : 11/05/2018 : FC / bm LSA2018-2978

A BILL

TO BE ENTITLED

AN ACT

Relating to Montgomery County; providing for an additional expense allowance for the members of the county commission.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Each member of the Montgomery County Commission, upon approval by the commission by a recorded roll call vote, shall receive an additional expense allowance in an amount of up to five hundred dollars ($500) per month to be paid out of the county general fund. This expense allowance shall be in addition to any and all other compensation, salary, and expense allowances provided for by law.

Section 2. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

4-2-A1

196174-1 : n : 11/15/2018 : FC / tj LSA2018-3041

A BILL

TO BE ENTITLED

AN ACT

Relating to Montgomery County; to provide further for the compensation and expense allowance of the sheriff; and to repeal Act 2015-263 of the 2015 Regular Session effective the next term of office of the sheriff.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The Sheriff of Montgomery County shall receive an expense allowance of twenty thousand dollars ($20,000) per year, payable in equal monthly installments from the general fund of the county. This expense allowance shall be in addition to all other compensation or benefits granted to the sheriff and may be treated as compensation for retirement contributions.

Section 2. Effective beginning the next term of office, the annual salary of the Sheriff of Montgomery County shall be one hundred fifty-five thousand dollars ($155,000)

4-2-B1

and the expense allowance provided for in Section 1 shall become null and void.

Section 3. All laws or parts of laws which conflict with this act are repealed. Effective beginning the next term of office of the Sheriff of Montgomery County, Act 2015-263 of the 2015 Regular Session is repealed.

Section 4. This act shall become effective on the first day of the first month following its passage and approval by the Governor, or its otherwise becoming law.

4-2-B2

196071-1 : n : 11/05/2018 : FC / bm LSA2018-2977

A BILL

TO BE ENTITLED

AN ACT

Relating to any Class 3 municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879); to further provide for the membership of any airport authority established by the city.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Notwithstanding any other provision of law, any airport authority established by any Class 3 municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879), shall have two additional members appointed by the county commission of the county where the municipality is located. Members appointed pursuant to this section shall serve for terms as currently provided for other members of the authority.

Section 2. All laws or parts of laws which conflict with this act are repealed.

4-2-C1

Section 3. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

4-2-02

Proposed 2019 Legislative Calendar:

November 19:	present Legislative Agenda to Montgomery County Commission
November 26:	mail Delegation invitation
December 03:	County Commission approves 2019 agenda
December 03:	mail Delegation letter with legislation agenda
December 11:	Annual Delegation Breakfast
December 17:	second Commission meeting, consider any legislation changes
December 17:	send advertisement to newspaper
February 05 or sooner:	pre-file bills for 2019
March 5:	2019 Session Begins
June 17:	2019 Session Adjourns

November 19, 2018

Central Alabama Regional Planning and Development Commission

Jiles Williams, Jr.
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: November 14, 2018

RE: CDBG Project No. CY-CM-RR-18-017
Eastwood Villa Housing Rehabilitation – Phase 2
CARPDC Agreement & Delegation of Authority

As you are aware, the 2018 CDBG grant application for housing rehabilitation in the Eastwood Villa community has been recently approved by ADECA. I am therefore attaching an Agreement and authorizing Resolution for consideration between CARPDC and Montgomery County Commission for grant administration and housing inspection services. With the previous grant in Eastwood Villa the County also executed a Delegation of Authority (also attached) for CARPDC to act as the "Agent" for complete administration including payment of all invoices for the project. As a reminder from that previous grant project, the County Commission's finance office will only need to receive and deposit State checks and then process them out by cutting checks to CARPDC for the full amount of the checks received so that we can then process payments.

I am requesting that this information be placed on the work session agenda for the 11/19/2018 meeting so that I may brief the Commissioners. If all goes well, I look forward to approval of the Resolution, Agreement, and Delegation of Authority at the 12/3/2018 meeting. Therefore, please accept the attached documents for presentation at Monday's meeting. Thank you for your consideration and please let me know if you have questions.

RESOLUTION NO. ___________

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-CM-RR-18-017 for housing rehabilitation improvements to approved households in the Eastwood Villa community of the County, as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC for complete administration of the project as well as execute a Delegation of Authority allowing for such.

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

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2018 CDBG Project No. CY-CM-RR-18-017, which will provide housing rehabilitation improvements for approved homeowners in the Eastwood Villa community, has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

SECTION 2. That the Montgomery County Commission execute a Delegation of Authority allowing CARPDC to provide complete administration of the project and enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this the 3rd day of December, 2018.

Elton N. Dean, Sr.
Chairman

ATTEST:

Donald Mims
County Administrator

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DELEGATION OF AUTHORITY

between the

Montgomery County Commission

and the

Central Alabama Regional Planning and Development Commission

By means of this **Delegation of Authority**, the Montgomery County Commission (County) hereby authorizes the Central Alabama Regional Planning and Development Commission (CARPDC) to act as the Agent for the complete administration of the Eastwood Villa Housing Rehabilitation Project (Project) funded by the Community Development Block Grant (CDBG) – Grant Number CY-CM-RR-18-017. Such administration is inclusive of all funding involved in the project, including the client participation or "Match" funds. The delegation is based on the following terms and conditions:

1. The agreement subject to this delegation is specifically and exclusively for the above-referenced project.
2. The duties and responsibilities transferred to CARPDC as a result of this delegation includes general program compliance, Housing and Urban Development (HUD) and State of Alabama coordination, monitoring reviews, comprehensive financial management and controls and record keeping.
3. The effective date of this delegation is **December 3, 2018** and will remain in effect until such time as either or both parties formally dissolve this delegation or such time of the complete expenditure of the Project's grant funds.
4. The authority delegated herein is not subject to sub-delegation without the County's prior and express written consent.
5. This delegation is made pursuant to Montgomery County Commission approval.

IN WITNESS WHEREOF, the County and CARPDC have caused this delegation to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION	**CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION**
____________________	____________________
Elton N. Dean, Sr. Chairman	Greg Clark Executive Director
ATTEST:	ATTEST:
____________________	____________________
Donald L. Mims County Administrator	Leslie York

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STATE OF ALABAMA

MONTGOMERY, ALABAMA

AGREEMENT
between the
Montgomery County Commission
and the
Central Alabama Regional Planning and Development Commission

THIS AGREEMENT is entered into as of this 3rd day of **December 2018**, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration and housing inspection services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-18-017**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

General Administration

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of ADECA.

2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

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3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.

4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.

5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:

   A. review of all contracts and subcontracts for inclusion of compliance language;

   B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and

   C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.

6. Prepare, for the County's approval, all administrative reports, which are required by ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.

7. Monitor the CDBG Project for compliance with labor, if applicable, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/ subcontractor payrolls, construction signs and taking photographs to document signage.

8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.

9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.

10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.

11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.

12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference, if applicable.

Housing Rehabilitation Inspection

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project housing rehabilitation inspection services hereinafter described. CARPDC further agrees that the project housing rehabilitation inspection services performed under this Agreement shall satisfy the requirements of ADECA.

CARPDC shall:

1. Inspect each housing unit identified by the CDBG project administrator as eligible for housing rehabilitation assistance under the terms of the contract, to determine the type and estimated cost of the work necessary to bring the property into compliance with existing codes/guidelines, and lead-based paint hazards compliance. Complete a needs assessment based on the program's guidelines and provide a corresponding estimated cost.

2. Meet with the homeowner/tenant to discuss the proposed rehabilitation work to be completed and obtain feedback and document concerns/recommendations.

3. Ensure all rehabilitation contractors have on-file with CARPDC all current and appropriate licenses and insurances, are E-verified, and cross referenced through the System for Award Management at www.SAM.gov making sure none are debarred from performing government-funded work.

4. Prepare bid documents (scopes of work) based on the needs assessment and form construction bid packages. Will ensure all state procurement rules and regulations are adhered to. Will receive bid responses from all qualified contractors and issue Authorizations to Proceed based on winning bids.

5. Conduct preconstruction meetings with bid-winning contractor to ensure objectives and timeframes are understood and adhered to. Also be responsible for the execution of the rehabilitation contract between the homeowner and bid-winning contractor.

6. Periodically inspect the rehabilitation contractor's work in-progress and make report of findings, if applicable. Prepares punch list of deficient items for contractor.

7. Analyze requested change orders and approve or disapprove those requests. If approved, will ensure change orders are adequately funded and inform homeowner as necessary.

8. Submit to the project administrator contractor invoices for payment on each completed and approved housing unit. An approved final inspection and other required close out documents are a prerequisite for contractor payment. In recommending payment of the final invoice, the Inspector will submit an approved final written inspection.

9. Attend County meetings and report on the progress of the project as needed and/or requested.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate

and report all County decisions pertaining to the CDBG Project to CARPDC.

2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.

3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.

4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code, to a specifically established project code for this project, all project related transactions within the County's accounting program/system.

5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by ADECA.

6. Provide all necessary legal services and opinions.

7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.

8. Provide for all necessary engineering services on the CDBG Project, if applicable.

9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA CDBG project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or agent of the locality who exercises any functions or responsibilities in connection with the planning, implementation, and housing inspection of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Administration Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the administration services rendered. The County agrees to pay CARPDC an amount not to exceed $32,000.00.

2. Total Housing Rehabilitation Inspection Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all service delivery costs attributable to items identified under SCOPE OF SERVICES, Housing Rehabilitation Inspection, at the rate of $1,800.00 per house rehabilitated through the project.

3. Method of Payment

Payment shall be made by the County upon presentation of written statements certifying that such amounts are due and payable. Any and all invoices shall be paid with CDBG grant funds immediately upon receipt of State funds received through the State's drawdown process.

4. Inspections and Audits

At any time during normal business hours and as often as the County, ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of five (5) years following completion of the CDBG Project.

5. <u>Assignability</u>

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. <u>Termination for Convenience</u>

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to administration compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than $32,000.00. In addition, CARPDC shall be entitled to housing rehabilitation inspection compensation that correlates to the number of houses rehabilitated, but not more than $1,800.00 per house completed.

2. <u>Termination of Contract for Cause/Breach of Contract</u>

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agree to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION	CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
______________________________	______________________________
Elton N. Dean, Sr. Chairman	Greg Clark Executive Director
ATTEST:	ATTEST:
______________________________	______________________________
Donald L. Mims County Administrator	Leslie York

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PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares.

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These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

12. Rehabilitation Act of 1973, Section 504 Handicapped (if $2,500 or over)

Affirmative Action for Handicapped Workers:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. Age Discrimination Act of 1975 (for Contracts over $2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts $10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeCounty Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

* D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

* E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above $10,000)

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor

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* Loans, grants, contracts and subsidies for less than $10,000.00 will be exempt.

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.

B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts $10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of $10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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

CARPDC
Central Alabama Regional Planning and Development Commission

Jiles Williams, Jr.
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO:	Mr. Donnie Mims, County Administrator
FROM:	Leslie York Community Development Manager
DATE:	November 14, 2018
RE:	ADECA Land and Water Conservation Fund (LWCF) Grant Opportunity

---

ADECA recently announced the upcoming grant cycle for receiving applications for the Land and Water Conservation Fund (LWCF) program. Program information is attached. I would like to brief the Commission on this opportunity at their meeting to be held on Monday, 11/19/2018. This grant can provide up to $350,000 towards a recreational project, and is a 50/50 grant/cash or in-kind match program.

CARPDC has been included in various conversations regarding improvements at the Montgomery County Activity Center (MCAC), particularly as related to outdoor recreation. The LWCF program will be ideal for discussed improvements based on eligible activities through this grant. A Mid-South RC&D grant has already been approved for bleachers at the ball fields at the MCAC site. Proposed activities which can be considered for an LWCF application at the MCAC site include a pavilion with picnic tables in the foundation and a possible power source, small grills, playground equipment, adult fitness equipment, and walking trail. Elements will be selected based on estimated costs not exceeding $260,000, which will include a small administrative fee.

The deadline for submitting applications is Friday, 12/21/2018 at Noon and a Resolution for matching funds is required. Based on this deadline we recommend a Resolution for formal approval at the 12/3/2018 Commission meeting. A draft Resolution is attached for consideration.

I appreciate your attention to this matter and please let me know if you have questions.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

RESOLUTION NO. ___________

WHEREAS, the Montgomery County Commission proposes to develop recreational resources at the Montgomery County Activity Center (MCAC) to provide for the health and well being of the general public; and

WHEREAS, the Montgomery County Commission intends to submit an application to the Alabama Department of Economic and Community Affairs (ADECA) Land and Water Conservation Fund (LWCF) program for grant assistance to develop and construct outdoor recreation improvements at the MCAC site; and

WHEREAS, said LWCF program is limited to funding a maximum of 50% ($130,000) of the cost of improvements anticipated to total $260,000.

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

SECTION 1. That the Montgomery County Commission hereby authorizes submission of an FY 2018 LWCF application to ADECA requesting funding assistance in the amount of $130,000 to develop and construct outdoor recreation improvements.

SECTION 2. That, based on the estimated total project cost of $260,000, the Montgomery County Commission commits $130,000, or 50% of the total cost of construction, for the purpose of matching the LWCF assistance request to make the project whole.

SECTION 3. That the Montgomery County Commission is dedicated to constructing recreational facilities at the identified location and will provide appropriate funding.

SECTION 4. That in the event a grant is awarded, the Montgomery County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

SECTION 5. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to submit said application on behalf of the County and take other such actions as necessary to obtain the requested financial assistance.

PASSED, ADOPTED AND APPROVED this the 3rd day of December, 2018.

ATTEST:

____
Elton N. Dean, Sr.
Chairman

____
Donald L. Mims
County Administrator

6-2

LAND AND WATER CONSERVATION FUND PROGRAM
2018 Funding Cycle

STATE ADMINISTERING AGENCY

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

Kenneth W. Boswell, Director
Post Office Box 5690
Montgomery, Alabama 36103-5690

Shabbir Olia, Division Chief
Community and Economic Development

Crystal Davis, Unit Chief
Community Services

William Robbins, Recreation and Conservation Programs Specialist
(334) 242-5612
william.robbins@adeca.alabama.gov

Shante' Holley, Recreation and Conservation Programs Specialist
(334) 242-5382
shante.holley@adeca.alabama.gov

The Land and Water Conservation Fund (LWCF) State Assistance Program was established by the LWCF Act of 1965 to stimulate a nationwide action program to assist in preserving, developing, and assuring to all citizens of the United States of present and future generations such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation. The Program provides matching grants to States and through States to local units of government, for the acquisition and development of public outdoor recreation sites and facilities.

PROGRAM INFORMATION

Amount Available (Estimated)	$2,500,000.00
Grant Ceiling	$350,000.00
Matching Percentage	50/50
Applications Accepted After	October 18, 2018
Application Deadline	12 Noon, Friday, December 21, 2018
Award Date (Estimated)	November 2019
Selection Method	Competitive

ELIGIBLE APPLICANTS

All political subdivisions of the state are eligible to participate in the LWCF Program. As such, municipalities, counties, state agencies, and state authorities created by the legislature may apply for LWCF assistance.

Public outdoor recreation areas and facilities for coordinated use by the general public and by public schools, including colleges and universities, are eligible for LWCF assistance provided such facilities are not part of the normal and usual program and responsibility of the educational institution. Stadiums, stadium-like seating, and portable bleachers are not eligible for LWCF assistance. Facilities needed to solely meet the physical education and athletic program requirements of a school may not receive LWCF assistance. This policy does not preclude exclusive school use of certain facilities such as athletic fields, tennis courts, and swimming pools, at certain times for instruction or competition provided the public outdoor recreation use remains primary, and there is adequate public access at other times. However, the grant application must include a schedule of the time the facility will be available to the public. Additionally, adequate signs must be installed at the site, prior to final payment on the project, indicating when the outdoor recreation facilities are available to the general public. The educational entity sponsoring the project must provide in the LWCF application, documentation indicating awareness of agreement to the LWCF provisions requiring the facility to be open and available to the public in **perpetuity**.

ELIGIBLE ACTIVITIES

LWCF assistance can be used to acquire land and water interests for park purposes, develop new outdoor recreation facilities, and in certain instances, renovate existing recreation facilities. Virtually all public outdoor recreation activities are eligible for assistance under the Program including playgrounds, ball fields, (including lights – concrete or metal poles only), court sports, picnic areas, camping areas, trails, splash pads, etc. In addition, support facilities such as concession stands, restrooms, park access roads, parking areas, utilities, and site preparation necessary to make a recreation activity area usable may qualify for assistance.

Please note, applications to develop elaborate, tournament only, or professional sports facilities are not eligible and will not be considered for funding.

OWNERSHIP AND CONTROL OF PROJECT LANDS

The project sponsor must possess sufficient title and adequate legal control of the property that is to be placed in the LWCF protected boundary. Facilities may be developed on land and water owned in fee simple by the project sponsor or where ownership of less-than-fee interests, such as easements, provides permanent control of the property commensurate with the proposed development.

MATCHING SHARES

The LWCF Program provides up to 50 percent of project costs, not to exceed the grant ceiling ($350,000.00). The project sponsor must match these funds dollar for dollar with cash and/or in-kind match. Any project costs exceeding the grant amount and required match must be paid by the project sponsor. The LWCF grant funds are distributed on a cost reimbursable basis.

GRANT LIMIT

The maximum grant amount is $350,000.00. An applicant does not have to request the entire grant amount and ADECA may provide partial funding for projects if necessary. A minimum grant amount of $50,000.00 is required for recreation areas that have never received LWCF assistance.

PROGRAM CRITERIA

The following Program criteria apply to all applicants seeking LWCF assistance:

- The property proposed for development must be owned by an eligible applicant and the need for the facility/activity documented in Alabama's Statewide Comprehensive Outdoor Recreation Plan (SCORP).
- The applicant must agree to manage and operate the LWCF assisted site for public outdoor recreation purposes in **perpetuity.**
- The applicant must agree to comply with all other laws, rules, and regulations associated with the LWCF Program.
- Existing outdoor recreation areas owned and operated by the applicant must be well maintained.

FUNDING CRITERIA

The following examples represent the type of criteria that are used to assess the relative merits of applications submitted for LWCF assistance:

- Relative need for the proposed activity in the project area
- Project feasibility
- Recreation delivery system
- Operation and maintenance of existing recreation facilities
- Site location and accessibility
- Amount of new acreage being added to the public outdoor recreation trust
- Amount of local match exceeding the minimum required
- Degree to which citizen groups are involved in the development of the project
- Degree to which the project furthers the goals of the SCORP:
    - Explore Alabama's outdoor resources.
    - Provide quality of life opportunities.
    - Promote healthy lifestyles.
    - Develop active and passive recreational facilities.
    - Ensure accessibility of outdoor recreation facilities to all citizens.
    - Recognize and promote the economic impact of recreation in Alabama.
    - Promote connectivity of trails.

- Support sustainable trails and trail maintenance.
- Ensure distribution of information.
- Conserve and promote trail resources.
- Develop trail partnerships and collaboration.
- Increase accessibility to trails.
- Ensure protection and enjoyment of wetland areas.

If you are interested in obtaining more information about the LWCF Program, require technical assistance in determining an appropriate project scope, or have questions regarding the application process, please contact William Robbins or Shante' Holley.

THRESHOLDS

An entity may not apply for both Recreational Trails Program (RTP) and LWCF assistance.

An entity may not apply if it has an open RTP or LWCF grant as of December 21, 2018.

An entity may not apply if it has unresolved compliance issues from a previous LWCF or RTP grant.

An entity may not apply if it did not respond in writing to a LWCF or RTP inspection report that contained deficiencies.

An entity may not apply if it has not received approval from ADECA of a Plan of Correction for previous compliance issues.

MCYF

Memo

To: Donald L. Mims, County Administrator

From: Beverly Riddle Wise, Acting Juvenile Court Administrator BRW

cc: Brandi K. Alexander, Juvenile Detention Director

Date: November 14, 2018

Re: Department of Youth Services Grant/Subsidy Agreement for 2018-2019

Please see attached Agreement for the Montgomery County Commission to accept the award of $170,264.00. The DYS funds will provide for one detention bed from each of the following counties: Autauga, Butler, Elmore, Monroe, and Montgomery. The funds are formula driven by Legislative Act 17-228.

Please place this item on the next agenda. Thank you.

7-1

State of Alabama

DEPARTMENT OF YOUTH SERVICES

KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

November 5, 2018

MS Beverly Riddle Wise
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear MS Wise:

Please find the enclosed FY 2019 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 18-354. Population numbers are based on the 2010 U. S. Census.

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

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

Sincerely,

LeTonya Bowman
Accounting Director

7-2

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to **Montgomery County Commission** (hereinafter called Recipient) the total amount of **One hundred seventy thousand, two hundred, sixty-four and no/100 dollars ($170,264.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Autauga, Butler, Elmore, Monroe, Montgomery.** These funds are formula driven by Legislative Act 18-354 as summarized in the table below.

# Beds	# COs	Part I $14,000 per county	Part II		FY19 TOTAL	2010 U S Census Combined County Population
52	5	70,000	100,264		170,264	407,252

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

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the __________ day of ______________________________, 2018.

Accepted by:______________________________ Title______________________________

Alabama Department of Youth Services

____
Steven P. Lafreniere
Executive Director

____
Legal Counsel
Reviewed for legal form.

7-3

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Jail Shower Renovation Bid Award

I request that award of the Bid for renovation of the jail showers in Jail II be awarded to Norris Building Company, per the attached recommendation of Goodwyn, Mills and Cawood, and related contracts be placed on a future agenda. (Copy of Letter and Tabulation of Bids attached.)

Attachments

8-1

Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

November 15, 2018

Mr. Donald Mims, County Administrator
MONTGOMERY COUNTY COMMISSION
P.O. Box 1667
Montgomery, AL 36102

REFERENCE: **SHOWER REPAIR – BID & POSSIBLE V.E. ITEMS**

PROJECT: SHOWER RENOVATION AT THE MONTGOMERY COUNTY DETENTION FACILITY
MONTGOMERY, ALABAMA
GMC PROJECT NO.: AMGM160069

Dear Mr. Mims:

We received the bids for this project on October 18, 2018. Attached to this letter is the certified bid tab that conveys the results of the bids that were received on this day. Norris Building Company is the apparent low bidder with a construction cost of $1,805,660. As you are aware, this amount is considerably higher than the anticipated budget of $1,125,000.00. Based on these results, we began discussions with the apparent low bidder and their selected subcontractors to see what items could be offered up for value engineering (VE) on this project. Their list of possible VE items is attached to this letter.

We have conducted several meetings and phones calls with both the contractor and their subcontractors to properly evaluate these VE items and confirm that these items will not affect the overall project's objectives and the desired quality to be achieved. After these discussions, we would recommend the Owner accept items 1-5 on the attached list. It is also our recommendation to pull the cost for the new floor drains from the project since these drains will likely not be required once the shower repairs are complete. However, we do see that the trench drains will provide a great benefit to the overall project objective of containing the water within the shower units for the Booking Department in the county jail. Thus, we recommend that the Owner not accept the cost to remove the trench drains from the project.

The total cost of VE items based on our recommendations above and the prices we have received from the contractor comes to $164,694.00, thus the new cost of construction would then be $1,640,966.00. If you find this price acceptable, please notify us and we will begin drafting the contract for construction with Norris Building Company.

We appreciate the opportunity to help resolve this matter for the county and its employees. Please let us know if you have any questions or concerns regarding this project.

Sincerely,
GOODWYN MILLS & CAWOOD, INC.

Freddie Lynn Jr

Freddie E. Lynn, Jr., AIA
Senior Vice President

cc: Bill Wallace, Chris Murphy, David Langford

8-2

MONTGOMERY COUNTY JAIL
SHOWER RENOVATIONS
FOR THE MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA
GMC PROJ. NO. AMGM160069

BID DATE: October 18, 2018

2:00 PM

Page 1 of 1

	Beasley Construction Services, Inc.	Norris Building Co., Inc.	Russell Construction Co. of Alabama	Stallings & Sons, Inc.
	8560 Tuskegee Street	PO Box 20667	1616 Mt. Meigs Road	1140 Newell Parkway
	Notasulga, AL 36866	Montgomery, AL 36120	Montgomery, AL 36107	Montgomery, AL 36110
	AL LICENSE NO.:	AL LICENSE NO.: 11575	AL LICENSE NO.: 14973	AL LICENSE NO.: 12809
	BID BOND BY:	BID BOND BY: Hartford Accident & Indemnity Co.	BID BOND BY: Hartford Accident & Indemnity Co.	BID BOND BY: Travelers Casualty & Surety Co.
	NOTATIONS: No Bid Received	NOTATIONS: None	NOTATIONS: None	NOTATIONS: None
	ITEMS RECEIVED	*ITEMS RECEIVED*	*ITEMS RECEIVED*	*ITEMS RECEIVED*
	[ ] PROPOSAL FORM	[X] PROPOSAL FORM	[X] PROPOSAL FORM	[X] PROPOSAL FORM
	[ ] BID BOND	[X] BID BOND	[X] BID BOND	[X] BID BOND
	[NA] ATTACHMENT A	[NA] ATTACHMENT A	[NA] ATTACHMENT A	[NA] ATTACHMENT A
	[ ] ATTACHMENT B	[X] ATTACHMENT B	[X] ATTACHMENT B	[ ] ATTACHMENT B
	[ ] ATTACHMENT C	[X] ATTACHMENT C	[X] ATTACHMENT C	[X] ATTACHMENT C
	[ ] E-VERIFY	[X] E-VERIFY	[X] E-VERIFY	[ ] E-VERIFY
	[ ] ACKNOWLEDGED ADDENDA 1-2	[X] ACKNOWLEDGED ADDENDA 1-2	[X] ACKNOWLEDGED ADDENDA 1-2	[X] ACKNOWLEDGED ADDENDA 1-2

	Beasley: BIDS	NOTATIONS	SUB-TOTALS	Norris: BIDS	NOTATIONS	SUB-TOTALS	Russell: BIDS	NOTATIONS	SUB-TOTALS	Stallings: BIDS	NOTATIONS	SUB-TOTALS
BASE BID:				$ 1,805,660		$1,805,660	$ 2,112,824		$2,112,824	$ 1,897,100		$1,897,100
TOTAL:	NO BID RECEIVED					$1,805,660			$2,112,824			$1,897,100

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this projec

Gregory P. (Chuck) Jones, AIA
Alabama Registration No. 3693

Sworn before me this 18th day of October, 2018

Jill Nelson
My commission expires July 21, 2021

JILL NELSON
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

8-3

Norris Building Company

Montgomery County Jail Renovation

Proposed Value Engineering

Revised date of 11/13/18

1. Change floor leveling from Ardex K-15 to Laticrete NXT level: Deduct $11,018

2. Change stainless steel exhaust duct to aluminum: Deduct $16,381

3. Change 13 each shower units from SH-1 to SH-2: (-) 41,250
   Delete welding on interior of 13 each SH-1: (-) 15,000
   Total deduct: $56,250

4. Delete welding on the interior of the 27 each knock down shower units. Use bolts for connection of panels. This count includes 15 each SH-1 , 6 each SH-3 and 6 each SH-4 shower units: Deduct $31,200

5. Delete all plumbing mixing valves: Deduct $6,300

   Proposed unit price to add back mixing valves: Add $90.00/each

Information Requested:

1. Cost of new floor drains: $43,545

2. Cost of new trench drains: $29,540

P.O. Box 20667 Montgomery, AL 36120 Phone: 334-281-4411 Fax: 334-281-5799
www.norrisbuildingcompany.com

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

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointments

Attached is a list of Board Members of the Montgomery County Community Punishment & Corrections Authority. Please note that the terms of Robert E. L. (Bobo) Gilpin, Frank Brown, James E. Williams, Perry O. Hooper, Jr., and Larry Edward Spencer will expire December 1, 2018.

I am requesting that the Commission discuss these appointments at Monday's meeting.

DLM/tn

Attachment

Montgomery County Community Punishment & Corrections Authority

Members:	**Term Expires:**
Robert E. L. (Bobo) Gilpin Kaufman Gilpin McKenzie Thomas Weiss, PC P.O. Drawer 4540 Montgomery, Alabama 36103-4540 Direct Dial: 334-409-2236 Email: rgilpin@kgmlegal.com	12/1/2018
Carolyn Millender 3552 Dee Drive Montgomery, AL 36116 carmil1908@knology.net Home: 281-2108 Cell: 313-1653	12/1/2019
Daniel Harris 3857 Colline Drive Montgomery, AL 36106 Home: (334) 239-7351	12/1/2019
Frank Brown, Chairman PO Box 6101 Montgomery, AL 36106-6101 Cell: 224-2281 Work: 353-4609	12/1/2018
James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	12/1/2018
Perry O. Hooper, Jr. 4525 Executive Park Drive, Suite #202 Montgomery, AL 36116 Work: 334-409-3119 Cell: 334-391-0554 perryo@paolmarins.com	12/1/2018
Larry Edward Spencer 6414 Philadelphia Hill Montgomery, AL 36117 Phone: 270-5538 lspencer@alasu.edu	12/1/2018
District Attorney Daryl Bailey Work: 832-2550	12/1/2022
Sheriff Derrick Cunningham Work: 832-2593	12/1/2022

Sheriff	**4 year term**
District Attorney	**6 year term**
All others	**3 year term**

9-2

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

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Board Member Appointment to the Parks and Recreation Board

The term of James B. Phillips will expire December 4, 2018 as a member of the Montgomery County Parks and Recreation Board.

We will be discussing this appointment at Monday's meeting.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Updated 5/2018

Montgomery County Parks and Recreation Board

Members:	**Term Expires:**
Andre' Howard 143 Wilkinson Street Montgomery, AL 36104 Cell: (334) 462-2696 Work: (334) 265-1504 howardsphd@att.net	12/4/2021
Mark Salter 3909 Oak Street Montgomery, AL 36104 Home: 262-4173 Work: 262-7727 Cell: 601-291-9131	12/4/2019
* James B. Phillips 2139 Yarbrough Street Montgomery, AL 36110 Home: 263-9438 Cell: 850-4667	12/4/2018
Charles Powe 19 Stone Park Trail Pike Road, AL 36064 Cell: 334220-6579 Home: 260-9232 Email: cbigjr8590@charter.net	12/4/2020
Kevin Bradley 1305 Mulberry Street Montgomery, AL 36106 Cell: 334/201-1116 Office: 334/265-5337	12/4/2022

Term: 5 years

10-2

National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x832
Direct: 202.661.8832
Fax: 866.467.1825
EIN# 53-0190321

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice

Invoice #: 219338
Invoice Date: 10/26/2018

Description	Dues Amount
County Membership Dues	
01/01/2019 - 12/31/2019	$4,587

Thank you for your continued membership in NACo! Your membership enables your county to:
- make an impact on federal policy advocacy,
- access cost-saving solutions,
- connect with best practices & research, and
- impact change on national committees.

Attached to this invoice is your county's NACo Member Benefit Blueprint. This report details current benefits your county receives and provides information on getting more involved.

Thank you, again, for your continued NACo membership! If you need additional information, please contact the Membership team at membership@naco.org or 1-888-407-NACo (6226).

Amount Paid:	$0
Amount Due:	**$4,587**

♦ PLEASE DETACH AND RETURN WITH PAYMENT ♦

ID: 1101
Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 219338

Remit Payment To:
National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) – 021052053 Account # 93404817

11-1

NATIONAL ASSOCIATION of COUNTIES NACo

MTGY CO. COMMIS.
NOV 9 '18 AM8:47

Thank you so much for your continued NACo membership!

NACo is your national organization, representing counties in Washington, D.C., just as your state association represents you in the state capital.

NACo provides value to our member counties through:

- Federal Policy Advocacy
- Cost-Saving Solutions
- County Centered Learning & Research
- Member Engagement and Networks

Your membership in NACo connects you with an important support network to help you excel in county government. The ways in which your county is getting value are listed on the enclosed Member Benefits Blueprint.

Let us know if...

- You are not the right person to receive this invoice and kindly share with us who should receive the invoice.
- This invoice does not line up well with your fiscal year or if you anticipate issues with paying your invoice.
- You want to learn about additional ways in which your county and your residents can utilize NACo's many services and programs.

For billing specific questions, contact John Losh, member outreach manager at jlosh@naco.org or call toll free at 1.888.407.NACo (6226) Ext. 832.

We value your membership and will work with you in any way we can to support your needs.

Thank you!

Kimberly A. Hall
Director of Membership
khall@naco.org
202.942.4221

11-2

NACo Member
BENEFIT BLUEPRINT

NATIONAL ASSOCIATION of COUNTIES NACo

Montgomery County, AL - Annual Dues: $ 4,587.00

The National Association of Counties (NACo) is your organization, representing counties in Washington, D.C. just as your state association represents you in the state capital. This report highlights your county's current benefits and additional ways to maximize NACo membership.

Federal Policy Advocacy

NACo works to preserve local decision making, strengthen the federal-state-local partnership and stave off unfunded mandates and local preemption in our nation's capital. Below is funding your county receives as a result of NACo's advocacy efforts:

Year	PILT	SCAAP	CDBG	HOME	SRS	USDA RD
2017	$2,056	TBD			TBD	TBD
2016	$2,011	$7,388				$711,566
2015	$1,819	$7,413				$640,845

Cost-Saving Solutions

NACo's cost-saving solutions are designed to save taxpayer dollars and protect critical resources for your county. Visit **www.naco.org/cost-savings** to learn about our current programs.

NATIONAL ASSOCIATION of COUNTIES NACo

Conference & Professional Development Savings

Total Saved: $4,275

CN 50th ANNIVERSARY CountyNews

Subscription Savings

Total Saved: $950

Nationwide® is on your side

Deferred compensation participant

National Committee Participation

NACo members inform national policy and help solve problems impacting counties through our 31 committees, caucuses or task forces. Strengthen America's counties and NACo by joining a committee today at**www.naco.org/getinvolved.**

Committee	Position	Member
Community, Economic and Workforce Development Steering Committee	Member	Isaiah Sankey
Telecommunications and Technology Steering Committee	Member	Daniel Harris

Program Participation & Recognition

11-3

TRAVELERS
One Tower Square
Hartford, CT 06183

Notice of Conditional Renewal
Sent Via: **First Class Mail**

10/29/2018

Montgomery County Sheriff's Office
P.O. Box 4219
115 S. Perry Street
MONTGOMERY, AL 36104

RE: **Policy Number:** 105553288
Policy Type: Commercial Crime
Underwriting Company: Travelers Casualty and Surety Company of America
Expiration Date: 01/17/2019

Please be advised that Travelers Casualty and Surety Company of America is offering to conditionally renew the above referenced policy upon its expiration date subject to the following changed terms and conditions:

The following changes will be made:

- Endorsement CRI-19085 (05-16), Social Engineering Fraud Insuring Agreement Endorsement, will be added to the policy. This endorsement adds a Social Engineering Fraud Insuring Agreement to the Commercial Crime Policy.
- The Endorsement removes the 3rd element of the definition of Funds Transfer Fraud (definition AA.3. in the base policy), relating to an employee imposter scheme and adds the term **Employee** to the components of the Social Engineering Fraud Insuring Agreement.
- Additionally, CRI-19085 (05-16) will act to clarify the definition of Computer Fraud by removing the phrase "use of any computer" and replacing it with "intentional, unauthorized and fraudulent" entry or change of data into a **Computer System**.
- Clarifying language is also added to the definitions of Funds Transfer Fraud, Computer Fraud and Social Engineering Fraud to expressly state that they are mutually exclusive.
- Exclusion R has been modified to remove the phrase "whether or not fraudulent" and replaces it with "any exchange or purchase, whether genuine or fictitious." The exclusion also now contains exceptions for Insuring Agreements A., E., F1. and the Social Engineering Fraud Insuring Agreement.

If you have any questions, please contact your agent or broker. Your insurance program provides critical financial protection for your company. Your agent or broker can provide expert and professional advice on Travelers extensive insurance products and services. You should regularly review and update your insurance program with your agent or broker to ensure it provides the protection you require. We appreciate your business. Thank you for choosing Travelers.

CC:
ASSUREDPARTNERS OF AL
5251 HAMPSTEAD HIGH ST
UNIT 200
MONTGOMERY, AL 36116

12-1

Nationwide®
is on your side

NACo

Dear LISA HERRING,

RE: MONTGOMERY COUNTY ALABAMA

Nationwide is proud to partner with the National Association of Counties and state associations of counties to provide county employees with a 457(b) Deferred Compensation Program. Our goal is to help America's workers prepare for and live in retirement.

One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side®* service experience to you and your participants.

We've recognized a need to change the Guaranteed Minimum Interest Rate of the fixed annuity contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the *Guaranteed Minimum Interest Rate Change: Explanation of Options* and take the associated actions by 12/4/2018. As Plan Sponsor, you have a responsibility to make decisions on behalf of the Plan regarding products and features available to your Plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,
Nationwide Retirement Solutions

Matthew D. Chase
Executive Director
National Association of Counties

13-1

Nationwide®
is on your side

FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the GMIR to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

What is a Guaranteed Minimum Interest Rate?

The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a rate of return less than the GMIR.

13-2

Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: MONTGOMERY COUNTY ALABAMA
Entity Number: 0036866001

Please select only one of the options below, sign the bottom of this page, and <u>return both this Options Form and any required documents</u> by 12/4/2018.

[___] **Option One: Crediting Rate**
- Return Signed Options Form
- Return Signed Amendment

[___] **Option Two: Increased Participant Level Exchange and Transfer Limit**
- Return Signed Options Form
- Return Signed Amendment

OPTION 1

Or

OPTION 2

REQUIRED DOCUMENTS

Please Note: if you do not take action, you are electing to place those participant allocations in the most conservative investment option in the plan's core fund line up. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

Plan Sponsor Signature **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

PNM-17094AO (05/18)

13-3

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

Amendment
to
Group Flexible Purchase Payment Deferred Fixed Annuity Contract

General Information Regarding this Amendment

This amendment is made a part of the Group Flexible Purchase Payment Deferred Fixed Annuity Contract ("the Contract") to which it is attached. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide"); and

WHEREAS, Nationwide and the Contract Owner wish to modify this Contract pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. DEFINITIONS

The following definitions are hereby deleted from the contract in their entirety and replaced with the following:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

Guaranteed Minimum Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Interest Rate.

2. CONTRACT EXPENSES

The "CONTRACT EXPENSES" section of the Contract is hereby deleted in its entirety and replaced with the following:

CONTRACT EXPENSES

Nationwide is authorized to deduct the applicable charges described herein. The contract charges described herein are deducted from Participant Accounts.

13-4

Contract guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Contract is non-participating and will not share in any surplus of Nationwide.

Guaranteed Interest Rates

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Contract for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein due to termination.

Crediting Interest to the Contract

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Contract Value on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Contract Value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Contract Value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Contract Value

The Contract Value on any given Business Day is equal to:

(1) total Purchase Payments allocated to the Contract; plus
(2) the daily interest earned; plus
(3) Exchanges or Transfers to the Contract; minus
(4) Exchanges or Transfers out of the Contract; minus
(5) Withdrawals from the Contract; minus
(6) Participant Benefit Payments; minus
(7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value under the Contract

A Participant Account Value on any given Business Day is equal to:

(1) total Participant Contributions allocated to the Contract; plus
(2) the daily interest earned on the Participant's Account; plus
(3) Exchanges or Transfers to the Contract; minus
(4) Exchanges or Transfers out of the Contract; minus
(5) Withdrawals from the Contract; minus
(6) Participant Benefit Payments; minus
(7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

13-5

5. EXCHANGES AND TRANSFERS

The EXCHANGES AND TRANSFERS section of the Contract is hereby deleted in its entirety and replaced with the following:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

13-6

Termination by Nationwide

Nationwide may terminate the Contract at any time by notifying the Contract Owner in writing. Once the Contract Owner receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following the Contract Owner's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Payment of the Withdrawal Value

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Contract.

1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Contract in one-lump sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Contract less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Contract. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Contract in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

    a) The Contract Value on the date before the installment is Withdrawn; divided by
    b) the number of remaining installments.

Contract Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

Recapture of Acquisition Expenses

If Nationwide has provided any additional credits to the initial Purchase Payment that have not been recouped upon termination, Nationwide will deduct any unrecouped expenses associated with such credits from the Withdrawal Value.

13-7

Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: MONTGOMERY COUNTY ALABAMA
Entity Number: 0036866001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 12/4/2018.

OPTION 3

REQUIRED DOCUMENTS

[___] **Option Three: New Investment Option**
Select a sub-option:

[___] **A. Sign a new Nationwide Fixed Application**

- Return Signed Options Form
- Return Signed Nationwide Fixed Application

[___] **B. Use existing Default Investment Alternative or name a new default investment option**

- Return Signed Options Form

Please Note: if you do not take action, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

Plan Sponsor Signature **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

Nationwide

APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT

underwritten by

Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
1-877-677-3678

APPLICANT

____ (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Elect One:

☐ **Contract Level Aggregate Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).

☐ **Participant Level Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR AL RESIDENTS ONLY: **Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.**

FOR MA RESIDENTS ONLY: **You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.**

SIGNATURES

Signed on behalf of ____, this _____ day of __________________, _____.

☐ Yes ☐ No Do you have existing life insurance or annuity contracts?

☐ Yes ☐ No Will the applied for Contract replace any existing life insurance or annuity contracts?

____________________________________ ______________________________
(Authorized Signature of Applicant) Date

____
(Title)

☐ Yes ☐ No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

____________________________________ ______________________________
(Authorized Nationwide Agent/Representative Signature) Date

____
(Title)

13-9

Consider Authorization of Award of Request for Proposal (RFP) to Administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account, Risk Management

This Topic and Relevant Documents will be Presented
At the Monday, November 19, 2018 Commission Meeting

Public Hearing regarding Proposed Employee Recognition and Appreciation Program

There are no documents regarding this item

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Employee Appreciation and Recognition Program

Under the recently passed Amendment 909 to the Constitution of Alabama, the County Commission may administratively establish certain programs, policies and procedures related to a county's affairs, including the creation of employee recognition and appreciation programs, without a local law.

ACCA is not aware of any county that has taken action under Amendment 909 and is eager to see a successful implementation of Amendment 909. With the assistance of ACCA, we are working to propose a program that would allow the Commission to continue its tradition of appreciation luncheons for current employees. ACCA has been in discussion with the Examiners about our proposed program and will meet with them prior to our meeting on December 3, 2018. If the Examiners' response to our proposal is favorable, the Commission will be able to take action at the December 3, 2018, meeting.

Amendment 909 requires a public hearing on proposed action prior to a vote on the action. I am requesting that the Commission schedule a public hearing at the meeting on December 3, 2018, to receive public comments about the proposed program and that the Employee Recognition and Appreciation Program be placed on the next agenda. If approved, the Commission will be able to host the Holiday Recognition and Appreciation Luncheon on December 13, 2018.

Attachments

Proposed Employee Recognition and Appreciation Program

Pursuant to Amendment 909 to the Constitution of Alabama of 1901, the Montgomery County Commission ("MCC") does hereby propose to create the Montgomery County Employee Recognition and Appreciation Program ("ERAP") to express its appreciation to the dedicated employees of Montgomery County and to recognize those employees who have reached significant milestones in their years of service.

The ERAP will include the following:

1. Biannual luncheons to be held each year in the moths of June and December.
    a. The luncheon will be held during the regular business hours of Montgomery County at a premise or property to be determined by MCC.
2. A presentation of plaques and/or certificates to any Montgomery County employee that has celebrated a five-year incremental employment anniversary since the preceding luncheon.

The MCC will cover all costs associated with the luncheon, including meal catering, beverages, utensils, and other incidental costs. Additionally, the MCC will maintain detailed records of all expenditures associated with the planning and execution of the event.

The MCC reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the MCC will not make any additions or in any way expand the scope of the ERAP without following the notice procedures outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

In order to adopt this ERAP, MCC shall provide notice of its intention to consider the ERAP by announcing at the next regular MCC meeting on November 19, 2018, that the matter will be on the agenda at the MCC meeting on December 3, 2018, and that there will be a public hearing on the matter at the meeting on December 3, 2018, prior to consideration of the ERAP.

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MONTGOMERY COUNTY COMMISSION
Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

MEMORANDUM

DATE: November 14, 2018

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager Terri Henderson 11/14/2018 S Thomas 11-14-18

RE: **2019 Severe Weather Preparedness Tax Holiday, February 22-24, 2019**

Please see copy of the emailed notice attached from the State of Alabama Department of Revenue ("ADOR") dated November 7, 2018 specific to the 2019 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2019 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of **February 22-24, 2019**. A quick reference sheet of exempt items printed from the ADOR website is also attached.

If we are going to participate in the 2019 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on November 19, 2018 or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on December 3, 2018. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2019 will be due back to the ADOR before or **not later than the January 22, 2019** deadline.

Please note the 2019 Severe Weather Preparedness Tax Holiday is in addition to the 2019 Back To School Sales Tax Holiday, which should be subsequently scheduled for the third full weekend in July, 2019, or the weekend of July 19-21, 2019. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

tah/attachments

RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S PARTICIPATION IN THE "SALES TAX HOLIDAY" IN FEBRUARY 2019, AS AUTHORIZED BY ACT NO. 2012-256

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by *Code of Alabama 1975, § 11-51-210(e)*, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2019 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*;

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 22, 2019 and ending at twelve midnight on Sunday, February 24, 2019.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the December 3, 2018 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 3rd day of December, 2018.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 3rd day of December, 2018.

Elton N. Dean, Sr.
Chairman

17-2

Terri Henderson

From: Robbins, Wanda <Wanda.Robbins@revenue.alabama.gov>
Sent: Wednesday, November 7, 2018 4:48 PM
To: Terri Henderson
Subject: 2019 Severe Weather Preparedness Sales Tax Holiday

November 7, 2018

IMPORTANT ***RESPONSE REQUIRED*** **IMPORTANT**

2019 Severe Weather Preparedness Tax Holiday
February 22-24, 2019

Deadline to notify ADOR: January 22, 2019

The 2019 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 22, 2019, and ends at twelve midnight on Sunday, February 24, 2019. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 22, 2019. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: **https://revenue.alabama.gov/sales-use/sales-tax-holidays**

Your taxpayers want to know if your locality will participate in the 2019 Weather Preparedness Tax Holiday.

ACTION REQUIRED:

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 22, 2019.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality. (Sample Ord/Res here: https://revenue.alabama.gov/sales-use/local-government-forms/)

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: **334-353-7666**

MAIL: **ALABAMA DEPARTMENT OF REVENUE**
Attention: Wanda Robbins, Room 4311
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: **wanda.robbins@revenue.alabama.gov**

17-3

Alabama Department of Revenue

www.revenue.alabama.gov

2019 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its seventh annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 22, 2019 at 12:01 a.m. and ending Sunday, February 24, 2019 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - $60 or Less, per ITEM		
EXEMPT:		
• AAA-cell batteries AA-cell batteries C-cell batteries D-cell batteries 6-volt batteries 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks	• Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener	• Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
• Coin batteries • Automobile and boat batteries		

A single purchase with a sales price of $1000 or Less
EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

17-4

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MBS

DATE: November 7, 2018

RE: Contract No. 51500-17B-006
Offsite Printing of Notices

I request that the attached Amendment No. 2 to Diversified Companies, LLC contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 3, 2019 and ending on January 2, 2020.

Diversified Companies, LLC would like to increase prices by 2.8965% 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 Janet Buskey, Revenue Commissioner.

Attachment

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

Amendment
To
Contract # 51500-17B-006

Amendment No. 2

Contract with Diversified Companies, LLC of Montgomery for offsite printing of notices is hereby extended for one (1) year, beginning January 3, 2019 and ending January 2, 2020.

Prices will increase by 2.8965%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS: DIVERSIFIED COMPANIES, LLC.

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

18-2

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Final Pay Application from Stallings and Sons, Inc.

Please find attached an application for final payment to Stallings and Sons, Inc., for the HVAC and fire alarm replacement in the Courthouse. No money is owed because of the final deductive change order approved by the Commission at its last meeting; however, the Commission must approve the application in order for the project to be closed.

I request that the final payment application be placed on the next agenda.

19-1

AIA® Document G702™ – 1992

Received
OCT 1 – 2018
PH & J Architects

Application and Certificate for Payment

TO OWNER:	Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104	**PROJECT:**	Montgomery Co. Courthouse HVAC & Fire Alarm Replacement for the Montgomery Co. Commission Montgomery, AL
FROM CONTRACTOR:	Stallings & Sons, Inc. 1140 Newell Parkway Montgomery, AL 36110	**VIA ARCHITECT:**	PH&J Architects, Inc. P.O. Box 215 Montgomery, AL 36101

APPLICATION NO: FINAL
PERIOD TO: September 27, 2018
CONTRACT FOR: General Construction
CONTRACT DATE: October 05, 2015
PROJECT NOS: PH&J # 1208GVL / 16-16 /

Distribution to:
OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
BOOKKEEPING/FILE: ☒

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** $1,376,328.00
2. **NET CHANGE BY CHANGE ORDERS** .... -$162,918.21
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) $1,213,409.79
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) $1,213,409.79
5. **RETAINAGE:**
   a. 0 % of Completed Work (Column D + E on G703) $0.00
   b. 0 % of Stored Material (Column F on G703) $0.00

   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $0.00
6. **TOTAL EARNED LESS RETAINAGE** $1,213,409.79
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** $1,213,409.79
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** $0.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$153,598.21
Total approved this Month	$0.00	$9,320.00
TOTALS	$0.00	$162,918.21
NET CHANGES by Change Order		-$162,918.21

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

CONTRACTOR:
By: Jeffrey C. Stallings Date: September 27, 2018
State of: Alabama
County of: Montgomery
Subscribed and sworn to before me this 27th day of September, 2018
Notary Public: Sheena Scheil
My Commission expires: October 01, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $0.00

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

ARCHITECT: PH&J Architects, Inc.
By: Date: Nov. 07, 2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

19-2

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: November 8, 2018

RE: Invitation to Bid No. 53000-19B-005
Crushed Stone

I request approval of award on the above referenced Invitation to Bid, to the only bid of Stephens Construction & Concrete in the amount of $267.25, based on unit pricing for crushed stone, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer.

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS: 15 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53000-19B-005 DATE ISSUED: 10/18/2018 DATE OPENED: 11/7/2018 REQUESTING DEPARTMENT: Engineering TERMS OF PAYMENT / DISCOUNT:				Stephens Construction & Concrete 99 Ag Mart Drive Lurverne, AL 36049 (334) 335-3800 Attn: Michelle Stephens Is Company Minority Business Owned X Yes No									
DELIVERY DATE:				1 to 2 days	ARO								
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	ALDOT 801 Crushed Stone #4		1	$23.75	$ 23.75								
2	ALDOT 801 Crushed Stone #5		1	$23.75	$ 23.75								
3	ALDOT 801 Crushed Stone #57		1	$23.75	$ 23.75								
4	ALDOT 801 Crushed Stone # 6		1	$24.25	$ 24.25								
5	ALDOT 801 Crushed Stone #78		1	$24.75	$ 24.75								
6	ALDOT 801 Crushed Stone #89		1	$24.75	$ 24.75								
7	ALDOT 814 Class I Rip Rap (10 to 100 lb.)		1	$25.75	$ 25.75								
8	ALDOT 814 Class 2 Rip Rap (10 to 200 lb.)		1	$26.75	$ 26.75								
9	ALDOT 825A Crushed Aggregate Base		1	$22.25	$ 22.25								
10	ALDOT 825B Crushed Aggregate Base		1	$22.25	$ 22.25								
11	ALDOT 801 Screenings (1/4" X 0)		1	$25.25	$ 25.25								
	Total cost of items 1 through 11 based on price												
	per ton delivered				$ 267.25								

Notes:

20-2

Abstract for bid - Crushed St...

STATE OF ALABAMA
MONTGOMERY COUNTY CONTRACT NO. 53000-19B-005

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 4th day of January 2019, between Stephens Construction & Concrete of Luverne, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Stephens Construction & Concrete agrees to furnish Crushed Stone for the Montgomery County Commission, Engineering Department in accordance with all provisions of Invitation to Bid No. 53000-19B-005, as issued by the Montgomery County Commission on October 18, 2018, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Stephens Construction & Concrete and Montgomery County Commission agree as follows:

1. That Stephens Construction & Concrete will furnish Crushed Stone in accordance with all specifications and provisions of the above referenced Invitation to Bid.

2. That the Contract will begin on January 4, 2019 and will end on January 3, 2020, with the option to renew for two (2) years, in one (1) year periods.

3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.

4. That Montgomery County Commission and Stephens Construction & Concrete shall have the right to terminate this agreement at any time during the contract period with a sixty (60) day written notice by either party.

5. Stephens Construction & Concrete agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Stephens Construction & Concrete, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Stephens Construction & Concrete, its employees, agents and officers. Stephens Construction & Concrete agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense.

20-3

Stephens Construction & Concrete also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. 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 Stephens Construction & Concrete.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

STEPHENS CONSTRUCTION & CONCRETE

____

BY:____________________________

TITLE:__________________________

20-4

WITNESS:

____

MONTGOMERY COUNTY
COMMISSION

BY:______________________________

TITLE:____________________________

20-5

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: November 9, 2018

RE: Invitation to Bid No. 52200-19B-003
Inmate Uniforms

I request approval of award on the above referenced Invitation to Bid to the only bid of Uniform Manufacturing, Inc. in the amount of $3,284.75, based on unit pricing for imported inmate uniforms, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

21-1

ABSTRACT FOR BIDS: 22 BIDS EMAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-19B-003; Inmate Uniforms DATE ISSUED: 10/12/2018 DATE OPENED: 11/2/2018 REQUESTING DEPARTMENT: Sheriff- Detention Facility TERMS OF PAYMENT / DISCOUNT:				Uniforms Manufacturing Inc. 7575 E. Redfield Rd #131 Scottsdale, AZ 85267-2716 (480) 368-9316 Attn: Lytasha Watson Is Company Minority Owned Yes X No		Charm-tex **Disqualified** Is Company Minority Owned X Yes No		Mac Uniforms **No Bid**					
DELIVERY DATE:				30-45 days	ARO								ARO
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Made In USA												
1	Shirt: Lt. Blue S-2XL		25										
2	Shirt: Lt. Blue 3XL -6XL		25										
3	Shirt: Lt. Blue 8XL		25										
4	Shirt: Lt. Blue 10 XL		25										
5	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 12XL												
6	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 14XL												
7	Trousers: Lt. Blue S-2XL		25										
8	Trousers: Lt. Blue 3XL-6XL		25										
9	Trousers: Lt. Blue 8XL		25										
10	Trousers: Lt. Blue 10XL		25										
11	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 12XL												
12	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 14XL												
13	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped S-2XL												

Notes:

Charm-Tex: Vendor failed to provide samples per bid specifications

21-2

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-19B-003, Inmate Uniforms DATE ISSUED: 10/12/2018 DATE OPENED: 11/2/2018 REQUESTING DEPARTMENT: Sheriff- Detention Facility TERMS OF PAYMENT / DISCOUNT:				Uniforms Manufacturing Inc. 7575 E. Redfield Rd #131 Scottsdale, AZ 85267-2716 (480) 368-9316 Attn: Lytasha Watson Is Company Minority Owned Yes X No		Charm-tex **Disqualified** Is Company Minority Owned X Yes No		Mac Uniforms **No Bid**					
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Made In USA												
14	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 3XL- 6XL												
15	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 8XL												
16	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25										
	and Black and white Striped 10XL												
17	Stenciling on back of Shirts and Coveralls		25										
	Total Cost Made In USA												

Notes:

Uniforms Manufacturing, Inc.: Stenciling will be provided at no additional cost

21-3

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-18B-003, Inmate Uniforms DATE ISSUED: 10/12/2018 DATE OPENED: 11/2/2018 REQUESTING DEPARTMENT: Sheriff- Detention Facility TERMS OF PAYMENT / DISCOUNT:				Uniforms Manufacturing Inc. 7575 E. Redfield Rd #131 Scottsdale, AZ 85267-2716 (480) 368-9316 Attn: Lytasha Watson Is Company Minority Owned Yes X No		Charm-tex **Disqualified** Is Company Minority Owned X Yes No		Mac Uniforms **No Bid**					
DELIVERY DATE:				30 to 45 days ARO		per request		7 to 30 days	ARO				
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Imported												
1	Shirt: Lt. Blue S-2XL		25	$5.30	$ 132.50								
2	Shirt: Lt. Blue 3XL -6XL		25	$5.30	$ 132.50								
3	Shirt: Lt. Blue 8XL		25	$5.50	$ 137.50								
4	Shirt: Lt. Blue 10 XL		25	$6.00	$ 150.00								
5	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$5.40	$ 135.00								
	and Black and white Striped 12XL												
6	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$6.00	$ 150.00								
	and Black and white Striped 14XL												
7	Trousers: Lt. Blue S-2XL		25	$5.40	$ 135.00								
8	Trousers: Lt. Blue 3XL-6XL		25	$5.40	$ 135.00								
9	Trousers: Lt. Blue 8XL		25	$5.60	$ 140.00								
10	Trousers: Lt. Blue 10XL		25	$6.00	$ 150.00								
11	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$5.99	$ 149.75								
	and Black and white Striped 12XL												
12	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$6.50	$ 162.50								
	and Black and white Striped 14XL												
13	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$15.00	$ 375.00								
	and Black and white Striped S-2XL												

Notes:

21-4

ABSTRACT FOR BIDS: BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-19B-003 DATE ISSUED: 10/12/2018 DATE OPENED: 11/2/2018 REQUESTING DEPARTMENT: Sheriff- Detention Facility TERMS OF PAYMENT / DISCOUNT:				Uniforms Manufacturing Inc. 7575 E. Redfield Rd #131 Scottsdale, AZ 85267-2716 (480) 368-9316 Attn: Lytasha Watson Is Company Minority Owned Yes X No		Charm-tex **Disqualified** Is Company Minority Owned X Yes No		Mac Uniforms **No Bid**					
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Imported												
14	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$15.00	$ 375.00								
	and Black and white Striped 3XL- 6XL												
15	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$16.00	$ 400.00								
	and Black and white Striped 8XL												
16	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue		25	$17.00	$ 425.00								
	and Black and white Striped 10XL												
17	Stenciling on back of Shirts and Coveralls		25										
	Total Cost Imported				$ 3,284.75								

Notes:

21-5

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-19B-003

THIS CONTRACTUAL AGREEMENT made and entered into on the 21st day of December 2018, by and between Uniforms Manufacturing, Inc. of Scottsdale, Arizona and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Uniforms Manufacturing, Inc. agrees to furnish Inmate Uniforms for the Montgomery County Detention Facility and Montgomery County Youth Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-003 as issued by the Montgomery County Commission on October 12, 2018 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Uniforms Manufacturing, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.

2. That the Contract will begin on December 21, 2018 and will end on December 20, 2019 with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.

3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.

4. That Montgomery County Commission and Uniforms Manufacturing, Inc. may terminate this agreement with a sixty (60) day written notice by either party.

5. That Uniforms Manufacturing, Inc. will furnish inmate uniforms at prices stipulated in Invitation to Bid No. 52200-15B-032.

6. That Uniforms Manufacturing Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

7. That during the contract period, Acme Supply Co., Ltd. shall pay for fabric lab testing to certify compliance with specifications if required by the Montgomery County Detention Facility.

21-6

8. 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 Uniforms Manufacturing, Inc.

9. Uniforms Manufacturing, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Uniforms Manufacturing, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Uniforms Manufacturing, Inc., its employees, agents and officers. Uniforms Manufacturing, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Uniforms Manufacturing, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

UNIFORMS MANUFACTURING, INC.

____

BY:______________________________

TITLE:______________________________

21-7

WITNESS:

MONTGOMERY COUNTY COMMISSION

____

BY:______________________________

TITLE:______________________________

21-8

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: November 14, 2018

RE: Invitation to Bid No. 53104-19B-004
Traffic Signage & Supplies

I request approval of award on the above referenced Invitation to Bid to the only bid of Vulcan Inc. dba Vulcan Signs in the amount of $11,510.65, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS: 22 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53104-19B-004 DATE ISSUED: 10/18/2018 DATE OPENED: 11/8/2018 REQUESTING DEPARTMENT: Engineering TERMS OF PAYMENT / DISCOUNT:				Vulcan Inc., dba Vulcan Signs PO Box 1850 Foley, AL 36536 (800) 633-6845 Attn: David Beviacqua Is Company Minority Business Owned Yes x No									
DELIVERY DATE:				3 to 5 days	ARO								
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	TRANSFER TAPE 100 YDS	RL	20	$41.51	$ 830.20								
2	R1-1 30' OCT	EA	75	$25.56	$ 1,917.00								
3	M1-64 24" CRM	EA	25	$23.49	$ 587.25								
4	R2-1 18 X 24	EA	25	$12.27	$ 306.75								
5	R2-1-B 18 X 24	EA	50	$25.56	$ 1,278.00								
6	W1-B 30' DIA	EA	100	$20.45	$ 2,045.00								
7	R9-B 24 X 30DIA	EA	50	$26.07	$ 1,303.50								
8	W20-B 30' B/O	EA	50	$20.45	$ 1,022.50								
9	4091 DGE	RL	1	$385.75	$ 385.75								
10	1178C BLACK	RL	3	$366.94	$ 1,100.82								
11	1175C BLUE	RL	1	$366.94	$ 366.94								
12	1172C RED	RL	1	$366.94	$ 366.94								
	Total Bid Amount				$ 11,510.65								

Notes:

22-2

STATE OF ALABAMA
MONTGOMERY COUNTY   CONTRACT NO. 53104-19B-004

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 4th day of January 2019, between Vulcan Signs of Foley, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Osburn Associates, Inc. agrees to furnish Traffic Signage and Supplies to the Montgomery County Commission, Engineering Department in accordance with all provisions of Invitation to Bid No. 53104-19B-004, as issued by the Montgomery County Commission on October 18, 2018, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Osburn Associates, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.

2. That the Contract will begin on January 4, 2019 and will end on January 3, 2020, with the option to renew for two (2) years, in one (1) year periods

3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.

4. That Montgomery County Commission and Vulcan Signs shall have the right to terminate this agreement at any time during the contract period with a sixty (60) day written notice by either party.

5. That Vulcan Signs will furnish traffic signs and supplies to the Engineering Department at prices stipulated in Invitation to bid No. 53104-19B-004.

6. That Vulcan Signs shall at all times be in compliance with all specifications and special provisions of the Invitation to bid.

7. Vulcan Signs agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of

22-3

Vulcan Signs, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Vulcan Signs, its employees, agents and officers. Vulcan Signs agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Vulcan Signs also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

8. 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 Vulcan Signs.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS: VULCAN SIGNS

____________________________ BY:____________________________

TITLE:____________________________

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WITNESS:	MONTGOMERY COUNTY COMMISSION
______________________________	BY:______________________________
	TITLE:____________________________

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October 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Invitation to Bid No. 51901-19B-007 for Janitorial Services

I request that award of Items 1-9 of the above referenced Invitation to Bid to the second low bidder Falls Facility Services, Inc., for a bid amount of $134,865, and Contract be placed on the next agenda. (Copy of Abstract for Bid attached.)

The low bidder Penn and Sons, Inc., was disqualified because it was not incompliance with the bid specifications. The bid required that the bidder currently have under contract a building totaling at least 10,000 square feet under one roof.

The contract will be for one year with the option to renew for two years in one-year periods. At the end of each one-year contract period, a price increase not exceeding 5% will be allowed.

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS: 95 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-19B-007 DATE ISSUED: OCTOBER 24, 2018 DATE OPENED: NOVEMBER 13, 2018 REQUESTING DEPARTMENT: MONTGOMERY COUNTY COMMISSION TERMS OF PAYMENT / DISCOUNT:				Penn and Sons, Inc. 4252 Carmichael Rd. Montgomery, AL 36106 (334)272-0411 Attn: Lorraine Penn-Lewis Is Company Minority Business Owned X Yes No		Falls Facility Services, Inc. 1911 Jefferson Ave., SW Birmingham, AL 35211 (205)925-2594 Attn: Thomas Falls, Jr. Is Company Minority Business Owned X Yes No		Eagle Cleaning Service, Inc. 525 Belview Street Bessemer, AL 35020 (205)424-5252 Attm: <ichele Scholtz Is Company Minority Business Owned X Yes No		Canon Janitorial Service 7924 Mossy Oak Dr. Montgomery, AL 36117 (334)315-7222 Attn: Orlando Cannon IS Company Minority Business Owned X Yes No		B and A Janitorial Cleaning Service 3540 Whiting Ave. Montgomery, AL 36105 (334)324-5810 Attn: Barbara Scott Is Company Minority Business Owned X Yes No	
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Annex III, 101 S. Lawrence Street		12	$ 3,406.12	$ 40,878.48	$ 3,299.83	$ 39,597.96	$3,777.00	$45,324.00	$ 2,975.00	$35,700.00	$ 3,698.60	$44,383.20
2A	Community Corrections, 301 Adams Ave.		12	$ 451.25	$ 5,415.00	$ 440.00	$ 5,280.00	$ 437.00	$5,244.00	$ 675.00	$8,100.00	$ 463.68	$5,564.16
2B	Community Corrections, 301 Adams Ave.		12	$ 202.60	$ 2,431.20	$ 115.00	$ 1,380.00	$ 370.05	$4,440.60	$ 375.00	$4,500.00	$ 118.56	$1,422.72
3	CareHere Clinic, 300 S. Hull St.		12	$ 301.39	$ 3,616.68	$ 251.00	$ 3,012.00	$ 367.00	$4,404.00	$ 475.00	$5,700.00	$ 280.72	$3,368.64
4	Probate Office, 5449 Atlanta Hwy.		12	$ 544.18	$ 6,530.16	$ 558.00	$ 6,696.00	$ 537.00	$6,444.00	$ 775.00	$9,300.00	$ 544.00	$6,528.00
5	Revenue Office, 5449 Atlanta Hwy.		12	$ 221.86	$ 2,662.00	$ 141.00	$ 1,692.00	$ 211.07	$2,532.84	$ 325.00	$3,900.00	$ 154.00	$1,848.00
6	Probate/Revenue Office 3075 Mobile Hwy.		12	$ 418.60	$ 5,023.20	$ 601.00	$ 7,212.00	$ 430.00	$5,160.00	$ 875.00	$10,500.00	$ 726.08	$8,712.96
7	Probate/Revenue Office 3425 McGhee Rd		12	$ 258.96	$ 3,107.52	$ 535.00	$ 6,420.00	$ 420.00	$5,040.00	$ 675.00	$8,100.00	$ 638.01	$7,656.12
8	Annex II, 125 Washington Ave.		12	$ 920.92	$ 11,051.04	$ 1,299.00	$ 15,588.00	$1,097.00	$13,164.00	$ 1,375.00	$16,500.00	$ 1,518.00	$18,216.00
9	Annex I, 100 S. Lawrence Street		12	$ 3,477.22	$ 41,726.64	$ 3,999.00	$ 47,988.00	$4,277.99	$51,335.88	3975..00	$47,700.00	$ 4,463.30	$53,559.60
10	Court House, 251 S. lawrence Street		12	$2,713.55	$ 32,562.60	$3,241.00	$38,892.00	$3,614.75	$43,377.00	$3,275.00	$39,300.00	$3,700.00	$ 44,400.00
	Total annual cost for items 1-8				$ 80,715.28		$ 86,877.96		$91,753.44		$102,300.00		$97,699.80
	Total annual cost for item 9				$ 41,726.64		$ 47,988.00		$51,335.88		$47,700.00		$53,559.60
	Total coast for item 10				$ 32,562.60		$ 38,892.00		$43,377.00		$39,300.00		$44,400.00
	Total Bid				$ 155,004.52		$173,757.96		$186,466.32		$189,300.00		$ 195,659.40
	Facilities may be added at a cost per sq. ft.				$ 0.520		$ 0.090		$ 0.0800		$ 0.10		$ 0.07

Notes:

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS: 95 BIDS MAILED				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51901-15B-028				Professional Management Southeast 521-F Oliver Road Montgomery, AL 36117 (334)277-7701 Attn: Steve Mishoe Is Company Minority Business Owned Yes X No									
DATE ISSUED: 09/21/2015													
DATE OPENED: 10/13/2015													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Annex !!!, 101 S. Lawrence Strret		12	$ 4,708.50	$ 56,502.00								
2A	Community Corrections, 301 Adams Ave		12	$ 397.00	$ 4,764.00								
2B	Community Corrections, 301 Adams Ave.		12	$ 129.00	$ 1,548.00								
3	CareHere Clinic, 300 S. Hull St.		12	$ 397.00	$ 4,764.00								
4	Probate Office, 5449 Atlanta Hwy		12	$ 397.00	$ 4,764.00								
5	Revenue Office, 5449 Atlanta Hwy.		12	$ 129.00	$ 1,548.00								
6	Probate/Revenue Office 3075 Mobile Hwy.		12	$ 660.75	$ 7,929.00								
7	Probate/Rvenue Office 3426 McGhee Rd.		12	$ 529.00	$ 6,348.00								
8	Annex II, 125 Washington Ave.		12	$ 1,585.50	$ 19,026.00								
9	Annex I, 100 S. Lawrence Street		12	$ 5,700.00	$ 68,400.00								
10	Court House, 251 S. Lawrence Street		12	$4,708.50	$ 56,502.00								
	Total annual cost for Items 1-8				$ 107,193.00								
	Total annual cost for Item 9				$ 68,400.00								
	Total annual cost for Item 10				$ 56,502.00								
	Total Bid				$ 232,095.00								
	Facilities may be added at a cost per sq. ft.				$ 0.744								

Notes:

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

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

November 1, 2018

MEMORANDUM

TO: Montgomery County Commission§

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Montgomery Humane Society

At the last Commission meeting, I presented a letter from Vice President Junie Pierce with the Montgomery Humane Society, who requested assistance from the County Commission regarding partial funding of a vehicle for the shelter. The letter stated "*The County has level funded us since 2015. Enclosed is a copy of our 2019 budget which also outlines our actual numbers for 2018 as well. As you can see, we are still on about a break-even basis even though we are not fully staffed at the present time. The cost of the vehicle and cage apparatus is approximately $51,000. We have an anonymous donor who will match up to $25,000 on the cost of the vehicle. I have spoken with Mayor Strange and he has committed to 60% of the $25,000 needed, if in fact the County would commit to the other 40%. In real numbers, this would mean approximately $15,000 from the City and $10,000 from the County. As I mentioned above, we do have a donor who would match that amount in order for us to purchase the vehicle.*"

During the meeting, there was a request for additional information concerning the laws governing the impounding of animals. Attached are the following documents:

1. Alabama Code § 3-1-5. Permitting dogs to run at large; applicability of provisions of section in counties and certain cities or towns.

2. Alabama Code § 3-74-7. Maintenance of pound; notice of impoundment; adoption of animals.

3. Resolution Adopted by the Montgomery County Commission on March 8, 2004 regarding implementation of Code § 3-1-5. Permitting dogs to run at large; applicability of provisions of section in counties and certain cities or towns. and related Memorandum from Sheriff D. T. Marshall

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4. Copy of Contract with the Montgomery Humane Society for the year ending September 30, 2019 agreeing to provide Humane Officer services to Montgomery County according to chapter 3, County Code, and Title 3, Code of Alabama, for the period October 1, 2018 through September 30, 2019.

5. Copy of Letter from Vice President Junie Pierce with the Montgomery Humane Society requesting Funding for a Vehicle for the Shelter

Should you have any questions, please contact me at 850-9131.

DLM/tn

Attachments

Section 3-1-5

Permitting dogs to run at large; applicability of provisions of section in counties and certain cities or towns.

(a) Every person owning or having in charge any dog or dogs shall at all times confine such dog or dogs to the limits of his own premises or the premises on which such dog or dogs is or are regularly kept. Nothing in this section shall prevent the owner of any dog or dogs or other person or persons having such dog or dogs in his or their charge from allowing such dog or dogs to accompany such owner or other person or persons elsewhere than on the premises on which such dog or dogs is or are regularly kept. Any person violating this section shall be guilty of a misdemeanor and shall be fined not less than $2.00 nor more than $50.00.

(b) This section shall not apply to the running at large of any dog or dogs within the corporate limits of any city or town in this state that requires a license tag to be kept on dogs nor shall this section apply in any county in this state until the same has been adopted by the county commission of such county.

(Acts 1915, No. 185, p. 259; Code 1923, §3221; Code 1940, T. 3, §5.)

the president of the Alabama Veterinary Medical Association, and approved by the State Board of Health prior to the first day of January each year. The committee shall consider all cost factors in administering the vaccine as the economy dictates, including but not limited to the current prices of vaccines and tags. (Acts 1990, No. 90-530, p. 816, § 3.)

§ 3-7A-4. Issuance of tag.

Coincident with the issuance of the certificate of immunization, the rabies officer, his authorized representative, or any duly licensed veterinarian, who provided the certificate shall furnish a serially numbered tag bearing the same number and year as that of the certificate, which tag shall at all times be attached to a collar or harness worn by the dog or cat for which the certificate and tag have been issued. (Acts 1990, No. 90-530, p. 816, § 4.)

§ 3-7A-5. Replacement of certificate and tag.

In the event of tag loss when the same has been legally issued, every replacement thereof shall be upon such terms as may be agreed upon with the rabies officer or veterinarian by whom the animal has been immunized. In such instance, a new certificate marked "duplicate" may be issued setting forth the number of the new tag and the certificate issued and distributed according to Section 3-7A-2. (Acts 1990, No. 90-530, p. 816, § 5.)

§ 3-7A-6. Penalty for dog or cat without tag or certificate.

The owner of any dog or cat found not wearing the evidence of current immunization as provided herein or for which no certificate of current immunization can be produced, and which is apprehended by an officer or other person charged with the enforcement of this chapter, shall forthwith be subject to a penalty to be imposed by the rabies officer not to exceed an amount equal to twice the state approved charge for immunization, in addition to the fee heretofore prescribed for immunization. When collected, the said penalty shall accrue to the rabies officer or his agent, except in the case of a rabies officer employed full-time on salary, in which case the penalty shall accrue to the employing agency or agencies. (Acts 1990, No. 90-530, p. 816, § 6.)

§ 3-7A-7. Maintenance of pound; notice of impoundment; adoption of animals.

It shall be the duty of each and every county in the state to provide a suitable county pound and impounding officer for the impoundment of dogs and cats found running at large in violation of the provisions of this chapter. Every municipality with a population over 5,000 in which the county pound is not located shall maintain a suitable pound or contribute their pro rata

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share to the staffing and upkeep of the county pound. When dogs and cats are impounded and if the owner thereof is known, such owner shall be given direct notice of the impoundment of said animal or animals belonging to him; or the impounding officer may make said animal or animals available for adoption after a period of not less than seven days. (Acts 1990, No. 90-530, p. 816, § 7.)

§ 3-7A-8. Destruction of impounded dogs and cats; when authorized; redemption by owner; sale of impounded animals.

All dogs and cats which have been impounded for lack of rabies immunization in accordance with the provisions of this chapter, due notice of which shall have been given to the owner as provided in Section 3-7A-7, may be humanely destroyed and disposed of when not redeemed by the owner within seven days. In case the owner of an impounded dog or cat desires to make redemption thereof, he may do so on the following condition: He shall pay for the immunization of the animal and the penalty as prescribed in Section 3-7A-6 if certificate of current immunization cannot be produced, and in addition, pay for the board of the animal for the period for which it was impounded. The amount paid for the board of the dog or cat shall accrue to the credit of the city or county, depending upon the jurisdiction of the pound in which the animal was confined. At his discretion, the said impounding officer may sell any dog or cat not redeemed or claimed or otherwise disposed of, to any purchaser desiring the said animal, which said purchaser must comply with all the provisions of this chapter. (Acts 1990, No. 90-530, p. 816, § 8.)

RESEARCH REFERENCES

Am Jur Pleading and Practice Forms:
1 Am Jur Pl & Pr Forms (Rev), Abatement, Revival, and Stay, Form 33.

1C Am Jur Pl & Pr Forms (Rev), Animals, Forms 24, 26.

Am Jur Proof of Facts:
37 Am Jur Proof of Facts 2d, Justifiable Destruction of Animal.

FEDERAL ASPECTS

Control and Eradication of Diseases. 21 USC § 114a.

§ 3-7A-9. Quarantine of dog or cat which bites human being; destruction of animal and examination of head; certain acts of or omissions by owner unlawful; delivery of quarantine instructions to owner; report of results; canine corps and seeing eye dogs.

(a) Whenever the rabies officer or the health officer shall receive information that a human being has been bitten or exposed by a dog or cat required to be immunized against rabies, the health officer or his authorized agent shall cause said dog or cat to be placed in quarantine under the direct supervision of a duly licensed veterinarian for rabies observation as prescribed in Section 3-7A-1. It shall be unlawful for any person having

24-5

RESOLUTION

WHEREAS, it has come to the attention of the Montgomery County Commission that there is an ongoing problem of unrestrained dogs becoming a nuisance and a danger in certain areas of Montgomery County; and

WHEREAS, §3-1-5, Code of Alabama 1975 provides for the protection of the public from dogs running at large, and a penalty for the violation of the section; and

WHEREAS, §3-1-5 reads as follows:

(a) Every person owning or having in charge any dog or dogs shall at all times confine such dog or dogs to the limits of his own premises or the premises on which such dog or dogs is or are regularly kept. Nothing in this section shall prevent the owner of any dog or dogs or other person or persons having such dog or dogs in his or their charge from allowing such dog or dogs to accompany such owner or other person or persons elsewhere than on the premises on which such dog or dogs is or are regularly kept. Any person violating this section shall be guilty of a misdemeanor and shall be fined not less than $2.00 nor more than $50.00.

(b) This section shall not apply to the running at large of any dog or dogs within the corporate limits of any city or town in this state that requires a license tag to be kept on dogs nor shall this section apply in any county in this state until the same has been adopted by the county commission of such county.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission hereby adopts the above-referenced §3-1-5, Code of Alabama 1975, in order to promote the health, safety and well-being of county residents who might be endangered by dogs that are not properly confined and/or monitored by their owners.

APPROVED:

W. F. Joseph, Jr.

W. F. Joseph, Jr., Chairman
County Commission of Montgomery County, Alabama

Elton N. Dean, Sr.

Elton N. Dean, Sr.
Commissioner

Sam H Wingard, SR.

Sam H. Wingard, Sr.
Commissioner

Ales Williams, Jr.
Commissioner

Lynn A. Gowan
Commissioner

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STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of the County Commission of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a Resolution which was duly adopted by the County Commission of Montgomery County at its Regular Adjourned Meeting held the 8th day of March 2004.

Donald L. Mims

Administrator

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D. T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX (334) 832-2500

Agenda
MAR 8 2004

October 29, 2003

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall
Montgomery County Sheriff's Office

SUBJECT : Dogs Running Loose in Montgomery County

We have had a serious problem in the County where dogs have been allowed to run freely in populated areas. In the recent past, I have had at least two people bitten by dogs in the Wedgewood Trailer Park. I have found in the State Code 3-1-5 where it is illegal to allow dogs to run freely and provides a fine for the owners who violate this section of the law. This code requires the adoption of this law by the County Commission to allow us to enforce this particular law.

I request that you put this to the County Commission and ask that they consider adopting this law in order for the Sheriff's Officer to do something about this problem.

As you can tell, the penalties are not very stiff on this law, and it does not allow the Humane deputies to pick up stray dogs in populated areas. I would like to discuss the possibility of the County Commission supporting local legislation in order to remove a potential hazard from populated areas to protect the citizens of this County.

DTM/tb

24-8

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and the Montgomery Humane Society, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the Montgomery Humane Society the sum of five-hundred-thousand dollars ($500,000.00).

The Montgomery Humane Society agrees to provide Humane Officer services to Montgomery County according to chapter 3, County Code, and Title 3, Code of Alabama, for the period October 1, 2018, through September 30, 2019.

Each of the parties recognizes and assesses the need in Montgomery County for the promotion of Humane Animal Welfare and Health within the County and that these services are essential to the health and safety of residents in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the 1st day of October, 2018.

Montgomery Humane Society	Montgomery County Commission
By:	By: Donald L. Mims
Its: Executive Director	Its: County Administrator
1150 John Overton Drive	P.O. Box 1667
Montgomery, AL 36110	Montgomery, AL 36102-1667

Appropriation was approved by the Montgomery County Commission in the 2018-2019 Budget.
Attorney Gallion's Opinion Dated 10/22/02.

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AssuredPartners

5251 Hampstead High Street
Unit 200
Montgomery, AL 36116
(334) 270-6824
www.assuredpartners.com

10/3/2018

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

RE: Montgomery Humane Society

Dear Chairman Dean:

I would like to request the opportunity to visit with you and the rest of the Commissioners concerning the possible purchase of an additional vehicle for the Shelter. At the present time, we have (5) vehicles equipped with cages. These cages will hold (1) animal each. Under our present operations, when we receive a call of a stray animal, one of these vehicles is dispatched and if the animal is captured, the deputy will return to the Shelter to deposit the animal.

I've enclosed information on a vehicle that would have (8) cages installed on the vehicle. This would allow a deputy to make multiple pick-ups without returning to the Shelter, thus cutting down on our response time both in the City and the County. It would also allow us to retire one of the other trucks (200,000+ mileage) without replacing it. I have attached information on the truck and cages we are hoping to purchase.

The County has level funded us since 2015. Enclosed is a copy of our 2019 budget which also outlines our actual numbers for 2018 as well. As you can see, we are still on about a break-even basis even though we are not fully staffed at the present time.

The cost of the vehicle and cage apparatus is approximately $51,000. We have an anonymous donor who will match up to $25,000 on the cost of the vehicle. I have spoken with Mayor Strange and he has committed to 60% of the $25,000 needed, if in fact the County would commit to the other 40%. In real numbers, this would mean approximately $15,000 from the City and $10,000 from the County. As I mentioned above, we do have a donor who would match that amount in order for us to purchase the vehicle.

In order for you and the rest of the Commissioners to realize the magnitude of our responsibilities, I have outlined some statistics below for the 2017-18 year:

• Number of annual calls – (16 per day – 7 days a week)	5,116
• Number of intakes - (21 per day – 7 days per week)	7,646
• Number of annual pick-ups- (17 per day – 7 days a week	2,292
• Number of adoptions – (7 per day – 6 days a week)	2,260
• Number of euthanasias - (13 animals a day -7 days a week)	4,520
• Number of spay/neuters-(18 per day – 5 days a week) (County/City)	4,466

24-10

AssuredPartners

5251 Hampstead High Street
Unit 200
Montgomery, AL 36116
(334) 270-6824
www.assuredpartners.com

Because of the Spay/Neuter Clinic's efforts, our intakes have decreased approximately 20% over the last 5 years and our euthanasia rate has been reduced by almost 50%.

In the past, Montgomery County Commission, has always played a major part in our mission of reducing the injured and stray animals throughout the County. I sincerely hope you will give me the opportunity to visit with you and request this one-time funding.

Yours truly,

Junie J. Pierce, III
Vice-President
Montgomery Humane Society

Encl.

Cc. Donnie Mims, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

24-11

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2018 FORD TRANSIT XL - LOW ROOF - 8 PASSENGER WAGON -

CONTRACT NUMBER: MA999 16000000008 **LINE NUMBER:** 19 **CONTRACT AMOUNT: $23,289**

MODEL SERIES K1Z **ORDER CODE** 301A

INCLUDES: 3.7L V6 275 Horsepower Engine, 6 Spd Auto, 4x2, 130" Wheelbase, 60/40 Hinged Curb Side Doors
4 Wheel Disc Brakes w/ ABS, Tilt/Telescopic Wheel, Air Conditioning Front & Rear, Vinyl Flooring, 235/65R/16 AS;
AM/FM Radio, Vinyl Seats, Air Bags-Front & Safety Canopy Side Curtain Airbags, Short Arm Dual Power Mirrors,
Power Windows & Locks w/ Remote Keyless Entry, Rear View Camera w/ Trailer Hitch Assist

TRANSIT 150 LOW ROOF TO 250 MID ROOF UPGRADE

STATE CONTRACT PRICE		$ 23,289	
R2C	Upgrade from Transit 150 Low Roof Passenger Wagon to Transit 250 Mid Roof Cargo Van; 148" Wheel Base;	$ 4,269	☐

POWER TRAIN OPTIONS

99M	3.7L V6 Engine on Single Rear Wheel	Std	☐
X73	3.73 Axle Ratio 3.7L V6 Low & Medium Roof	Std	☐

TRANSIT VAN OPTIONS

17A	Fixed Rear Door Glass	$ 75	☐
43R	Reverse Sensing System	$ 295	☐
585	AM/FM Stereo Microphone - Bluetooth	$ 135	☐
60C	Cruise Control	$ 325	☐
86F	Keys - 2 additional (power)	$ 75	☐
96D	Cargo Area Protection Package w/Vinyl Floor Covering Complete	$ 295	☐

COLOR EXTERIOR:

YZ	Oxford White	NC	☐

INTERIOR:

VK	Vinyl Seats - Pewter	STD	☐

TOTAL COST Each **$ 28,758**

DELIVERY: State Contract Provisions for $1.50 / mile one-way ☐

STATE CONTRACT TERMS: **PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE: ______________________

DATE: ______________________

PURCHASE ORDER NUMBER: ☐ **Quanity:** ☐

Derek Brown
334-613-5000
derek.brown@stiversonline.com

Last Updated: 5/22/2018
Revision: 17.1

24-12

AMERICAN ALUMINUM
ACCESSORIES, INC.

1-800-277-0869
3882 S. Byron Butler Pkwy.
Perry, FL. 32348

Bid Proposal

Date	Estimate #
6/27/2018	19053

Name / Address	Ship To
Montgomery Humane Society Robert Bryant 1150 John Overton Drive Montgomery AL 36110 334-409-0622	INSTALL AAA

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle
Quote	Net 30	7/27/2018	TP	Origin	

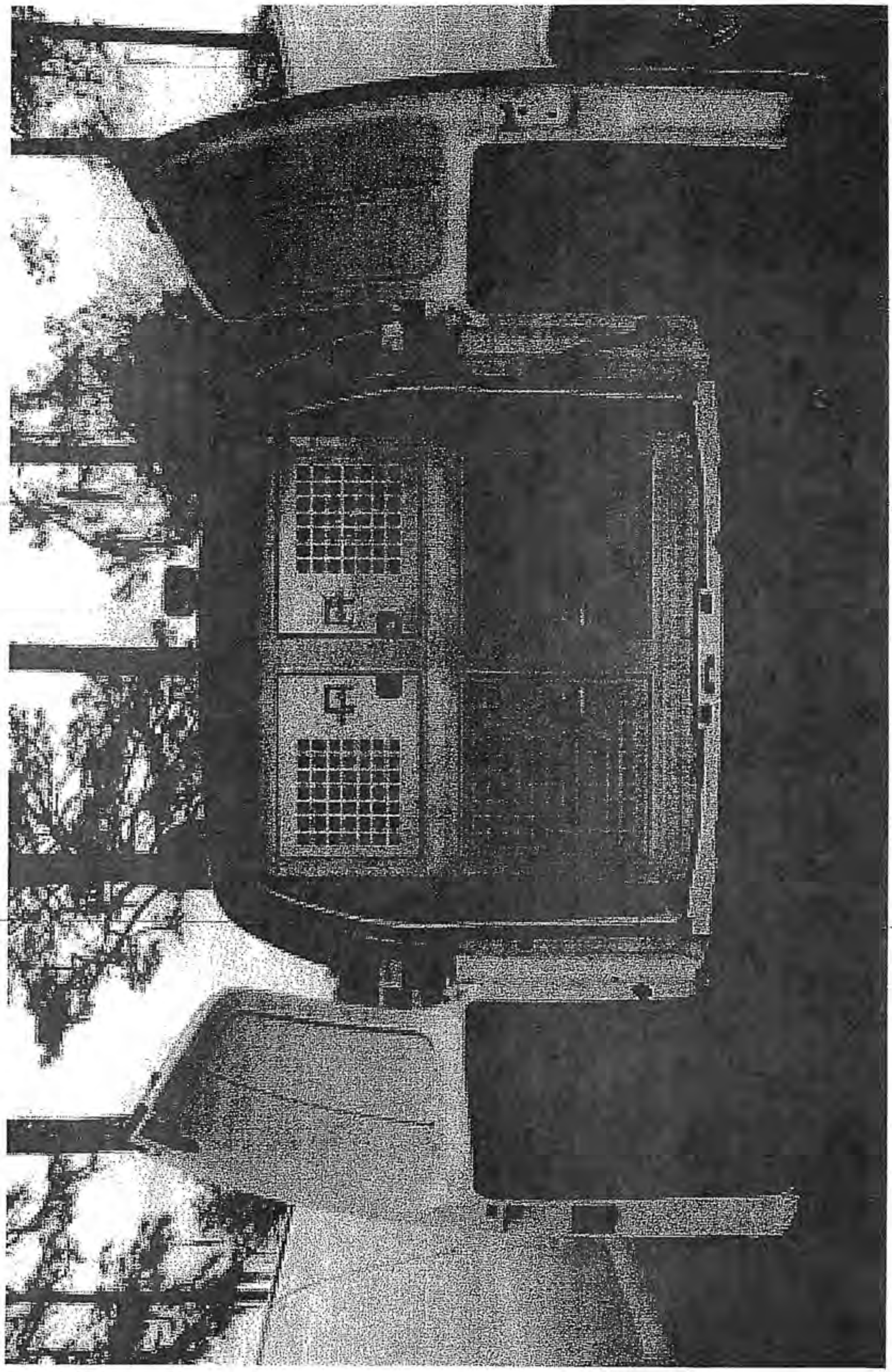
Item	Description	Qty	Rate	Total
A C_ 10COMP	Animal Control 10 compartment for Mid and High roof Transit vans ONLY. **** COOLGUARD AND PAGER INCLUDED **** MAKE: YEAR: MODEL: SIDE DOOR: WHEEL BASE: Doors, Floor pans and the inside wall of the cages are made from .125 mill finish aluminum. The outer shell of the cages are .063 mill finish aluminum. The doors use stainless steel folding T-handles for locks The interior of the van's cargo area is skinned and insulated using .063 mill finish aluminum and .75" R4 Styrofoam. The side and rear of the cargo area is lighted. Catch pole holders are mounted on the inside of the storage box. Van floor is covered with tread plate aluminum for non slip grip. Solid partition separates front compartment from the animal cages. *****HAS TO BE INSTALLED HERE ON SITE	1	23,190.00	23,190.00

Thank you for your business! I look forward to working with you ! Tammy

Total

24-13

24-14



24-15

MONTGOMERY HUMANE SOCIETY
Fiscal 2019 Budget

Budget FY'18			Oct '17 - Jul 18	Annualized '18	Budget FY'19	Budget FY'19 vs. FY '18	Budget '19 vs. Ann. '18
	Income						
	Adoptions						
$ 40,000		Cats	$ 33,379	$ 40,000	$ 38,000	$ (2,000)	$ 2,000
$ 194,000		Dogs	$ 164,326	$ 197,191	$ 195,000	$ 1,000	$ 2,191
$ 234,000	Total Adoptions		$ 197,705	$ 237,191	$ 233,000	$ (1,000)	$ (4,191)
	Claims						
$ 600		Trap Rental	$ 405	$ 450	$ 600	$ -	$ (150)
$ 24,000		Claims - Other	$ 23,660	$ 26,000	$ 25,000	$ 1,000	$ 1,000
$ 24,600	Total Claims		$ 24,065	$ 26,450	$ 25,600	$ 1,000	$ (850)
	Contributions						
$ 20,000		Appeals	$ 17,938	$ 18,000	$ 20,000	$ -	$ 2,000
$ 11,000		CFC Donations	$ 5,840	$ 5,840	$ -	$ (11,000)	$ (5,840)
$ 17,000		CSC Donations	$ 17,405	$ 17,405	$ 17,500	$ 500	$ 95
$ 2,500		DHO Contributions	$ 1,385	$ 2,000	$ 2,500	$ -	$ 500
$ 136,000		General	$ 141,253	$ 169,504	$ 160,000	$ 24,000	$ (9,504)
$ 9,000		Hyundai United Way Campaign	$ 2,189	$ 2,188	$ 2,500	$ (6,500)	$ 312
$ 10,000		Intake Donations	$ 7,672	$ 9,206	$ 9,500	$ (500)	$ 294
$ 20,000		Major Donor	$ 15,000	$ 15,000	$ 15,000	$ (5,000)	$ -
$ 27,000		Newsletter	$ 17,850	$ 23,800	$ 22,000	$ (5,000)	$ (1,800)
$ 30,000		Pet Treatment	$ 36,033	$ 37,500	$ 40,000	$ 10,000	$ 2,500
$ 282,500	Total Contributions		$ 262,565	$ 300,442	$ 289,000	$ 6,500	$ 11,442
$ -	Gain on sale of Assets		$ 1,500	$ 5,500	$ -	$ -	$ 5,500
	Governmental Income						
$ 334,950		Animal Control	$ 279,125	$ 334,950	$ 339,974	$ 5,024	$ 5,024
$ 455,000		Montgomery City	$ 379,167	$ 455,000	$ 455,000	$ -	$ -
$ 500,000		Montgomery County	$ 416,667	$ 500,000	$ 500,000	$ -	$ (0)
$ 20,000		Pike Road	$ 20,000	$ 20,000	$ 20,000	$ -	$ -
$ 1,309,950	Total Governmental Income		$ 1,094,958	$ 1,309,950	$ 1,314,974	$ 5,024	$ 5,024
$ 10,000	Grants		$ 6,000	$ 6,000	$ 7,500	$ (2,500)	$ 1,500
$ 12,000	Grants-NET		$ 17,500	$ 18,000	$ 20,000	$ 8,000	$ 2,000
$ 5	Interest/Dividend		$ 13	$ 15	$ 15	$ 10	$ (0)
	Miscellaneous Income						
$ 2,400		Board of Directors	$ 2,200	$ 2,200	$ 2,800	$ 400	$ 600
$ 500		Miscellaneous	$ 19	$ 20	$ 20	$ (480)	$ -
$ (50)		Over/Under	$ (20)	$ (24)	$ (20)	$ 30	$ 4
$ 2,850	Total Miscellaneous Income		$ 2,199	$ 2,196	$ 2,800	$ (50)	$ 604
$ 1,000	Neighborhood Empowerment Team		$ 1,325	$ 1,400	$ 1,500	$ 500	$ 100
$ 500	Restitution		$ 220	$ 250	$ 250	$ (250)	$ -
	Special Events						
$ 35,000		Calendar Contest	$ 30,132	$ 30,132	$ 32,000	$ (3,000)	$ 1,868
$ 6,500		Catini	$ 4,800	$ 4,800	$ 5,000	$ (1,500)	$ 200
$ 12,000		Christmas Cards	$ 13,105	$ 13,105	$ 12,500	$ 500	$ (605)

24-16

MONTGOMERY HUMANE SOCIETY
Fiscal 2019 Budget

$ 21,000	Dog-U-Tante	$ 20,470	$ 20,470	$ 21,000	$ -	$ 530
$ 8,000	Haunted House	$ 12,298	$ 12,298	$ 13,000	$ 5,000	$ 702
$ 1,500	Miscellaneous	$ 2,948	$ 3,000	$ 3,000	$ 1,500	$ -
$ 22,000	Walk 'n' Wag	$ 14,822	$ 14,822	$ 17,000	$ (5,000)	$ 2,178
$ 35,000	Wrap It Up	$ 29,256	$ 29,256	$ 29,000	$ (6,000)	$ (256)
$ 141,000	Total Special Events	$ 127,830	$ 127,883	$ 132,500	$ (8,500)	$ 4,617
	Store Income					
$ 7,000	Store Income - Other	$ 8,060	$ 9,673	$ 10,000	$ 3,000	$ 327
$ 7,000	Total Store Income	$ 8,060	$ 9,673	$ 10,000	$ 3,000	$ 327
$ 2,000	Uniform Reimbursement	$ 1,295	$ 1,300	$ 1,500	$ (500)	$ 200
$ 2,027,405	Total Income	$ 1,745,236	$ 2,046,250	$ 2,038,639	$ 11,234	$ (7,611)
	Expense					
$ 26,000	Advertising	$ 18,282	$ 22,000	$ 20,000	$ (6,000)	$ (2,000)
	Animal Welfare Expenses					
$ 22,000	Euthanasia Labor	$ 16,060	$ 19,000	$ 19,000	$ (3,000)	$ -
$ 10,000	Euthanasia Serum	$ 8,390	$ 8,400	$ 8,500	$ (1,500)	$ 100
$ 4,000	Medical Care Court Case	$ 3,218	$ 3,861	$ 3,500	$ (500)	$ (361)
$ 9,000	Medical Care/Emergency	$ 7,655	$ 8,000	$ 8,000	$ (1,000)	$ -
$ 10,000	Medical Care/Non-Emergency	$ 6,983	$ 8,379	$ 8,500	$ (1,500)	$ 121
$ 7,500	Medical Supplies	$ 3,584	$ 4,301	$ 5,000	$ (2,500)	$ 699
	Medications					
$ 20,000	Antibiotics	$ 10,437	$ 12,524	$ 15,000	$ (5,000)	$ 2,476
$ 7,500	Flea Treatment	$ 3,867	$ 4,000	$ 4,000	$ (3,500)	$ -
$ 3,500	Heartworm Tests	$ 2,370	$ 2,843	$ 3,000	$ (500)	$ 157
$ 13,000	Medications - Other	$ 11,198	$ 13,438	$ 14,000	$ 1,000	$ 562
$ 3,000	Parvo Tests	$ 1,519	$ 1,822	$ 2,500	$ (500)	$ 678
$ 20,000	Vaccinations	$ 11,239	$ 13,487	$ 14,000	$ (6,000)	$ 513
$ 67,000	Total Medications	$ 40,630	$ 48,115	$ 52,500	$ (14,500)	$ 4,385
$ 15,000	Microchips	$ 8,695	$ 10,434	$ 12,500	$ (2,500)	$ 2,066
$ 300	Other Expenses	$ 515	$ 515	$ 500	$ 200	$ (15)
$ 30,000	Pet Treatment	$ 34,480	$ 37,500	$ 40,000	$ 10,000	$ 2,500
$ 174,800	Total Animal Welfare Expenses	$ 130,210	$ 148,507	$ 158,000	$ (16,800)	$ 9,493
$ 5,000	Bank Service Charges	$ 4,224	$ 5,069	$ 5,000	$ -	$ (69)
	Capital Expenditure					
$ 59,260	Mortgage-Original	$ 54,170	$ 59,260	$ -	$ (59,260)	$ (59,260)
	New Vehicles	$ -	$ -	$ 25,000	$ 25,000	$ 25,000
$ 59,260	Total Capital Expenditure	$ 54,170	$ 59,260	$ 25,000	$ (34,260)	$ (34,260)
$ 100	Charitable Contributions	$ 55	$ 65	$ 100	$ -	$ 35
$ 5,500	Computer	$ 5,360	$ 5,500	$ 5,500	$ -	$ -
$ 3,000	Dues and Subscriptions	$ 2,784	$ 3,000	$ 3,000	$ -	$ -
$ 2,500	Education & Training	$ 675	$ 810	$ 2,500	$ -	$ 1,690
	Employee Expenses					
$ 100	Other	$ 367	$ 440	$ 500	$ 400	$ 60
$ 3,000	Uniforms	$ 1,125	$ 1,350	$ 1,500	$ (1,500)	$ 150

24-17

MONTGOMERY HUMANE SOCIETY
Fiscal 2019 Budget

$ 3,100	**Total Employee Expenses**	$ 1,492	$ 1,790	$ 2,000	$ (1,100)	$ 210
$ 6,500	**Expense of Sales**	$ 5,997	$ 7,196	$ 7,000	$ 500	$ (196)
$ 3,500	**Fund Raising Expenses**	$ 1,770	$ 2,000	$ 2,500	$ (1,000)	$ 500
$ 2,000	**Grant Expenditures**				$ (2,000)	$ -
$ 10,000	**Grants-NET Expenditures**	$ 15,070	$ 18,084	$ 20,000	$ 10,000	$ 1,916
	Humane Division					
$ 4,500	**Equipment**	$ 2,185	$ 2,200	$ 3,500	$ (1,000)	$ 1,300
$ 3,500	**Training and Education**	$ 1,000	$ 1,200	$ 3,500	$ -	$ 2,300
$ 2,500	**Uniforms**	$ 3,209	$ 3,500	$ 3,000	$ 500	$ (500)
$ 10,500	**Total Humane Division**	$ 6,395	$ 6,900	$ 10,000	$ (500)	$ 3,100
	Insurance					
$ 156,000	**Health Insurance**	$ 120,374	$ 144,449	$ 146,000	$ (10,000)	$ 1,551
$ 38,000	**Liability Insurance**	$ 28,472	$ 38,000	$ 38,000	$ -	$ -
$ 22,000	**Workers' Comp. Insurance**	$ 14,132	$ 22,000	$ 22,000	$ -	$ -
$ 216,000	**Total Insurance**	$ 162,978	$ 204,449	$ 206,000	$ (10,000)	$ 1,551
	Interest Expense					
$ 4,300	**Loan Interest**	$ 1,116	$ 1,116	$ 1,500	$ (2,800)	$ 384
$ 4,300	**Total Interest Expense**	$ 1,116	$ 1,116	$ 300	$ (4,000)	$ (816)
	Miscellaneous					
$ 2,640	**Board Lunches**	$ 2,348	$ 2,583	$ 2,500	$ (140)	$ (83)
$ 1,500	**Miscellaneous-Other**	$ 1,580	$ 1,600	$ 1,500	$ -	$ (100)
$ 4,140	**Total Miscellaneous**	$ 3,929	$ 4,183	$ 4,000	$ (140)	$ (183)
$ 1,000	**Neighborhood Empowerment**	$ 1,438	$ 1,725	$ 2,000	$ 1,000	$ 275
$ 8,000	**Office Supplies**	$ 6,264	$ 7,517	$ 8,000	$ -	$ 483
	Payroll Expenses					
$ 4,500	**Christmas Bonuses**	$ 3,425	$ 3,425	$ 4,000	$ (500)	$ 575
$ 366,882	**Hourly Labor**	$ 313,082	$ 375,698	$ 385,000	$ 18,118	$ 9,302
$ 3,300	**Life Insurance**	$ 2,425	$ 3,300	$ 3,300	$ -	$ -
$ 80,500	**Payroll Taxes**	$ 68,398	$ 82,077	$ 82,000	$ 1,500	$ (77)
$ 13,000	**Retirement**	$ 7,646	$ 9,175	$ 9,000	$ (4,000)	$ (175)
$ 585,100	**Salaries**	$ 509,073	$ 610,887	$ 633,000	$ 47,900	$ 22,113
$ 1,053,282	**Total Payroll Expenses**	$ 904,048	$ 1,084,563	$ 1,116,300	$ 63,018	$ 31,737
$ 11,000	**Postage and Delivery**	$ 8,532	$ 10,238	$ 11,000	$ -	$ 762
	Printing and Reproduction					
$ 11,000	**News Letter**	$ 10,874	$ 13,049	$ 12,500	$ 1,500	$ (549)
$ 3,500	**Office**	$ 2,371	$ 2,845	$ 2,500	$ (1,000)	$ (345)
$ 14,500	**Total Printing and Reproduction**	$ 13,245	$ 15,894	$ 15,000	$ 500	$ (894)
$ 7,550	**Professional Fees**	$ 7,750	$ 7,750	$ 7,750	$ 200	$ -
$ 6,000	**Reimbursement Adoptions**	$ 7,797	$ 8,500	$ 8,500	$ 2,500	$ -
$ 155,000	**Reimbursement Spay/Neuter**	$ 121,498	$ 145,798	$ 155,000	$ -	$ 9,202
	Repairs					
$ 15,000	**Building maintenance**	$ 8,535	$ 9,500	$ 10,000	$ (5,000)	$ 500
$ 8,000	**Building Repairs**	$ 7,477	$ 8,500	$ 8,000	$ -	$ (500)
$ 4,000	**Equipment Repairs**	$ 10,983	$ 13,179	$ 8,500	$ 4,500	$ (4,679)

24-18

MONTGOMERY HUMANE SOCIETY
Fiscal 2019 Budget

$	27,000	**Total Repairs**	$	26,994	$	31,179	$	26,500	$	(500)	$ (4,679)
		Shelter Expenses									
$	1,500	Chemicals	$	2,415	$	2,899	$	3,000	$	1,500	$ 101
$	9,000	Food	$	6,163	$	7,395	$	8,500	$	(500)	$ 1,105
$	2,500	Litter	$	1,858	$	2,229	$	2,500	$	-	$ 271
$	15,000	Materials	$	17,243	$	18,000	$	17,500	$	2,500	$ (500)
$	28,000	**Total Shelter Expenses**	$	27,679	$	30,523	$	31,500	$	3,500	$ 977
		Special Event									
$	6,000	Calendar Contest	$	4,834	$	4,834	$	5,000	$	(1,000)	$ 166
$	1,000	Catini	$	2,111	$	2,111	$	2,000	$	1,000	$ (111)
$	1,500	Christmas Cards	$	1,108	$	1,108	$	1,200	$	(300)	$ 93
$	10,200	Dog-U-Tante	$	11,097	$	11,097	$	11,000	$	800	$ (97)
$	3,000	Haunted House	$	755	$	755	$	2,500	$	(500)	$ 1,745
$	1,000	Miscellaneous	$	1,197	$	1,197	$	1,000	$	-	$ (197)
$	7,000	Walk 'n' Wag	$	4,096	$	4,096	$	5,000	$	(2,000)	$ 904
$	5,000	Wrap It Up	$	5,039	$	5,039	$	5,000	$	-	$ (39)
$	34,700	**Total Special Event**	$	30,236	$	30,236	$	32,700	$	(2,000)	$ 2,464
		Telephone									
$	13,000	Cellular Phone	$	8,881	$	10,657	$	18,000	$	5,000	$ 7,343
$	4,000	Land Lines	$	3,196	$	3,836	$	4,000	$	-	$ 164
$	17,000	**Total Telephone**	$	12,077	$	14,493	$	22,000	$	5,000	$ 7,507
$	5,000	**Travel & Ent**	$	5,069	$	6,083	$	6,000	$	1,000	$ (83)
		Utilities									
$	64,152	Electricity	$	45,285	$	54,342	$	60,000	$	(4,152)	$ 5,658
$	6,000	Gas	$	6,683	$	8,020	$	8,000	$	2,000	$ (20)
$	12,500	Waste Disposal	$	14,286	$	17,143	$	15,000	$	2,500	$ (2,143)
$	13,000	Water	$	8,807	$	10,568	$	11,000	$	(2,000)	$ 432
$	95,652	**Total Utilities**	$	75,061	$	90,073	$	94,000	$	(1,652)	$ 3,927
		Vehicle Expense									
$	18,000	Fuel	$	14,171	$	17,005	$	18,000	$	-	$ 995
$	7,000	Mileage	$	5,383	$	6,460	$	7,000	$	-	$ 540
$	150	Other	$	82	$	98	$	150	$	-	$ 52
$	10,000	Repairs/Maintenance	$	10,390	$	12,468	$	9,000	$	(1,000)	$ (3,468)
$	35,150	**Total Vehicle Expense**	$	30,025	$	36,030	$	34,150	$	(1,000)	$ (1,880)
$	2,035,034	**Total Expense**	$	1,692,219	$	2,010,531	$	2,041,300	$	6,266	$ 30,769
$	**(7,629)**		$	**53,017**	$	**35,719**	$	**(2,661)**	$	4,968	$ (38,380)

24-19

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

ttg@hsg-law.com

November 19, 2018

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

Re: **Executive Session (November 19, 2018)**
CSX v. Montgomery County, et al. CV-2010-900648
CSX v. Montgomery County, et al. CV-2012-901656
CSX v. Montgomery County, et al. CV-2013-902089
Other Pending Litigation

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding a presentation to be made regarding CSX pending litigation and other pending litigation, at the November 19, 2018, MCC meeting, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp

25-1

Dear Montgomery County Commissioners:

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 18 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.

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 $5,000 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,

Earnestine Woods,
Founder/Director

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

1900 Brook Street
Montgomery, Alabama 36106

Tel: 334-561-6363

email: haveaheart4children@hotmail.com

26-1

WATER
WORKS & SANITARY SEWER BOARD
of the City of Montgomery

22 Bibb Street, P.O. Box 1631, Montgomery, Alabama 36102-1631 (334) 206-1600 (334) 240-1616 FAX

October 12, 2018

Mr. Donnie Mims
Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Re: Sewer & Storm Drainage Evaluation

Dear Donnie,

Krebs Engineering produced a report titled "Sanitary Sewer and Storm Drainage Evaluation of Selected Areas in West Montgomery" dated November 2010. Since this report the associated construction costs in the report are now over eight years old. Krebs Engineering has offered to update the estimates of probable costs in the report for a fee of $7,500.

The Montgomery Water Works and Sanitary Sewer Board is willing to pay $3,750 of this fee if the Montgomery County Commission would agree to pay the remaining balance of $3,750.

Please let me know your decision on this matter and if you would like to discuss, please contact me at 334-206-1690.

Sincerely,

Richard E. Hanan
Board Chairman

27-1

Rec'd - Dim

Task Order No. 18753
Dated the ____day of October 2018
Krebs Project No. 18753

This Task Order shall become part of the General Services Agreement between The Montgomery Water Works and Sanitary Sewer Board ("Client") and Krebs Engineering, Inc. ("Krebs") dated September 24, 2014.

SECTION 1 - PROJECT DESCRIPTION

The project consists entirely of updating 12 sanitary sewer construction estimates and five (5) storm sewer construction estimates previously prepared by Krebs for the City of Montgomery in a report titled SANITARY SEWER & STORM DRAINAGE EVALUATION OF SELECTED AREAS IN WEST MONTGOMERY and dated November 2010.

SECTION 2 - SCOPE OF SERVICES

The scope of services to be provided by Krebs shall include the following items:

Section 2.1 - Study/Report Services

1. Preparation of updated estimates of probable costs based on previously prepared estimates of multiple sanitary sewer and storm drainage projects in West Montgomery
2. Preparation of Report including spreadsheets of probable costs for individual projects
3. Presentation of report to Client as requested

Section 2.2 - Deliverables

Krebs will provide the following Deliverables to the Client:

1. Periodic project status reports upon request by the Client
2. Twelve (12) hard copy sets of a report
3. One (1) complete electronic copy of a report in PDF format

SECTION 3 - COMPENSATION

Compensation paid to Krebs for completing the scope of services included in this Task Order will be the as follows:

Section 3.1 – Lump Sum Fee

A lump sum fee of Seven Thousand Five Hundred Dollars ($7,500) will be paid to Krebs as compensation for:

1. Study/Report Services

SECTION 4 - DESIGNATED REPRESENTATIVES

Section 4.1 - Client Representative

Bill Henderson, P.E.
2000 Interstate Park Drive
Montgomery, Alabama 36109
Office: 334.206.3425
FAX: 334.240.1616
Cell: 334.318.5461
Email: bhenders@mwwssb.com

Section 4.2 - Krebs Representative

Danny Holmberg, P.E.
312 Catoma Street, Suite 100
Montgomery, AL 36104
Office: 334-271-0986
FAX: 334-271-0996
Cell: 334.202.3853
Email: danny.holmberg@KrebsEng.com

SECTION 5 - EXECUTION

This Task Order, including all attachments and addenda, constitutes the entire Task Order between the Client and Krebs, and supersedes all prior written or oral understandings. The Client and Krebs have caused their duly authorized representatives to execute and attest this Task Order effective on the date first written above.

CLIENT
The Water Works and Sanitary Sewer Board of the City of Montgomery
BY:

____

____
Print name and title

ATTESTED

BY:

____

____

KREBS ENGINEERING, INC.
BY:

Roy D. Holmberg
____
Roy D. Holmberg, P.E. – V.P. Montg. Ops

ATTESTED
BY:

Jane A. Sanders
____

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WATER WORKS & SANITARY SEWER BOARD
of the City of Montgomery

22 Bibb Street, P.O. Box 1631, Montgomery, Alabama 36102-1631 (334) 206-1600 (334) 240-1616 FAX

MTGY CO. COMMIS
OCT 15 '18 AM9:23

Thomas R. Morgan
General Manager

William R. Henderson, P.E.
Asst. General Manager

Charlene F. Wachs
Asst. General Manager

October 11, 2018

Mr. Donnie Mims
Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Re: Fire hydrants

Dear Donnie,

The Montgomery Water Works and Sanitary Sewer Board provides water and maintenance to the fire hydrants in the rural communities in Montgomery County. The volunteer fire departments depend on the fire hydrants to provide quality protection to the communities they serve.

Currently there are 304 hydrants in the county outside the Pike Road town limits. Effective January 1, 2019, the Board will charge the County $90 per fire hydrant per year for maintaining the fire hydrants and for usage on the fire hydrants for firefighting activities. The County will be billed monthly for the actual number of fire hydrants.

Please contact me at 334-206-1690 if you have any questions.

Sincerely,

Richard E. Hanan
Board Chairman

28-1

Tammy Nix

From: Thomas Gallion <thomas.gallion43@icloud.com>
Sent: Friday, September 28, 2018 4:39 PM
To: Donald Mims
Cc: Tyrone Means
Subject: Legal contract

Donnie - it is time to renew my and Tyrone's County Attorney's contract on October 15. Please put it on the agenda on that date. Thanks

Sent from my iPhone

29-1

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

COMES NOW Thomas T. Gallion, III, ("Gallion") and Tyrone C. Means ("Means") and enters into the Agreement with The Montgomery County Commission ("MCC").

(1) This is a professional services agreement by and between Gallion, Means as co-county attorneys and MCC collectively referred to as ("Parties").

(2) In the past, the Parties have entered into three year contractual agreements.

(3) The MCC executed a Resolution on the 1st day of June, 2015, amending the terms of the prior agreements and is attached and incorporated herein (Exhibit "A").

(4) The terms of this professional services agreement are adequately described in Exhibit "A".

(5) This Agreement shall be for a three year period, beginning on March 7, 2016, and continuing to March 7, 2019.

(6) The MCC has the option to terminate this Agreement if either Gallion or Means does not satisfactorily provide the above professional services as described above in Exhibit "A".

WHEREFORE the Parties do hereby agree to the above stated covenant and do hereby affix their signature on the 7th day of March, 2016.

Norma M Carr
WITNESS

Elton Dean
Elton Dean
Chairman of the Montgomery County Commission

Norma M Carr
WITNESS

Thomas T. Gallion
Thomas T. Gallion, III, Attorney

WITNESS

Tyrone C. Means
Tyrone C. Mean, Attorney

29-2

State of Alabama)
County of Montgomery)

RESOLUTION

Be it hereby resolved by the Montgomery County Commission on the 1st day of June, 2015 the following:

1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.

2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be $200.00 per hour; the hourly rate for associate attorneys shall be $175.00 per hour and the billing rate for paralegals and law clerks shall be $85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate outside counsel on a case-by-case or project-by-project basis at an hourly rate not to exceed $175.00 per hour.

3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.

4. Said retainer shall cover the following which shall not be subject to hourly billing:

a. Top priority given to the legal needs of Montgomery County;

b. Attendance at Montgomery County Commission meetings;

c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;

d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;

e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and

f. A Quarterly Legal Report of legal services rendered by each firm.

EXHIBIT
A

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Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Commissioner

Ronda M. Walker, Commissioner

Andrew D. Hall, Commissioner

29-4

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

March 7, 2016

MEMORANDUM

TO: Tyrone C. Means
County Attorney

Thomas T. Gallion, III
County Attorney

FROM: Florence M. Cauthen fmc
Deputy Administrator

SUBJECT: Approved Agreement for Legal Services for a Three Year Period

The Montgomery County Commission, at its meeting on this date, approved an Agreement with the County Attorneys for legal services for a three year period.

Enclosed is a fully-executed original for your file.

/tn

Enclosure

29-5

Tammy Nix

From: Bill Hardin <bill@thegarrettcoliseum.com>
Sent: Thursday, November 15, 2018 10:13 AM
To: Donald Mims
Cc: Randall Stephenson
Subject: Garrett Coliseum Financial Statement
Attachments: Financial Statements September.pdf

Donnie,
I hope you are well.
Please find the Garrett Coliseum Financial Statement, ending on 09/30/2018, attached.
This is a monthly P/L statement, but is accurate for FY 2018.
I left you a phone message with Tammy, but it was only specific to this.
Thank you.
Bill

Bill Hardin
Director of Events and Marketing
Garrett Coliseum Redevelopment Corporation
P.O. Box 3254
Montgomery, AL 36109
(334) 356-6866 (O)
(334) 313-2258 (C)
(334) 676-1403 (F)
www.thegarrettcoliseum.com

GARRETT COLISEUM
MONTGOMERY

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Financial Statements

The Garrett Coliseum

September 30, 2018

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Balance Sheet

The Garrett Coliseum
As at 30 September 2018

Summary

Basis of Accounting: Accrual Basis

Management has elected to omit substantially all disclosures and the statement of cash flows.

	30 Sep 2018	31 Aug 2018
Assets		
Current Assets		
Cash and Cash Equivalents		
ATM Checking - 9083	56	66
Money Market Account - 4250	-	-
Operating	(2,090)	22,126
Cash on Hand		
Parking Cash On Hand	7,000	-
Total Cash on Hand	**7,000**	**-**
Total Cash and Cash Equivalents	**4,966**	**22,192**
Other Current Assets		
Accounts Receivable	-	4,500
Prepaid Expenses	-	2,456
Total Other Current Assets	**-**	**6,956**
Total Current Assets	**4,966**	**29,148**
Property, Plant and Equipment		
Accumulated Depreciation	(89,416)	(88,090)
Furniture & Equipment	94,766	94,766
Message Sign	22,000	22,000
Permanent Improvements	24,086	24,086
Total Property, Plant and Equipment	**51,437**	**52,763**
Total Assets	**56,402**	**81,911**
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable	131,345	100,308
Credit Card Liabilities	13,655	8,604
Deferred Revenue	8,958	8,958
Event Deposits Held	1,650	1,650
Due to Others		

Balance Sheet

	30 Sep 2018	31 Aug 2018
Due To ANF	13,000	13,000
Total Due to Others	**13,000**	**13,000**
Total Current Liabilities	**168,608**	**132,520**
Total Liabilities	**168,608**	**132,520**
Equity		
Current Year Earnings	(109,483)	(47,887)
Fund Balance	(2,723)	(2,723)
Total Equity	**(112,206)**	**(50,610)**
Total Liabilities and Equity	**56,402**	**81,911**

These statements have not been compiled, reviewed, or audited. No assurance is provided on these statements.

Income Statement

The Garrett Coliseum
For the month ended 30 September 2018

Summary

Basis of Accounting: Accrual Basis

Management has elected to omit substantially all disclosures and the statement of cash flows.

	Sep-18	Aug-18	Jul-18	YTD
Revenue				
Coliseum Rent	-	4,000	-	4,000
Concessions Revenue	-	5,660	-	5,660
Share Of Event Revenue	3	24	-	27
Event Revenue				
Event Ticket Sales	160	800	-	230,296
Garrett Coliseum Facility Fee	-	-	3	78,732
GC Facility Fee	14	42	-	575
Parking Revenue	-	-	-	137,887
Services	-	49	123	43,685
Total Event Revenue	**174**	**891**	**126**	**491,175**
Government Appropriations				
City Appropriations	-	-	-	75,000
County Appropriations	-	-	-	50,000
State Appropriations	-	-	-	250,000
Total Government Appropriations	**-**	**-**	**-**	**375,000**
Grant Revenue				
Grant Income	7,500	(2,500)	-	20,800
Total Grant Revenue	**7,500**	**(2,500)**	**-**	**20,800**
Other Revenue				
Bar Revenue	-	166	-	31,305
Credit Card Fees	3	13	27	5,007
Dry Camping Revenue	1,980	-	20	4,246
Fuel Charges	-	60	60	420
Interest Income	1	-	1	45
Shavings Revenue	203	-	4,000	8,472
Total Other Revenue	**2,186**	**239**	**4,108**	**49,495**
Rent Income				
Barns Rent	-	800	4,500	5,700
Crawford Arena Rent	-	4,900	3,500	27,300
Rent - Tables, Chairs, & Other	-	-	720	4,048
RV Space Rent	70	700	3,185	56,329
Stalls Rent	-	12,580	1,180	25,700

These statements have not been compiled, reviewed, or audited. No assurance is provided on these statements.

Income Statement

	Sep-18	Aug-18	Jul-18	YTD
Teague Arena Rent	-	-	4,500	5,500
UPS Parking Lot Rent	-	-	-	10,800
Total Rent Income	**70**	**18,980**	**17,585**	**135,377**
Total Revenue	**9,933**	**27,295**	**21,819**	**1,081,534**
Gross Profit	**9,933**	**27,295**	**21,819**	**1,081,534**
Operating Expenses				
Bar Inventory & Supplies	11	43	-	17,668
Depreciation	1,326	1,326	1,326	15,917
Event Charges	-	-	-	17,114
Event Expenses - Non Labor	7,500	(7,572)	4,000	39,200
Event Inmate Costs	-	-	-	142
Event Labor & Security	1,900	521	979	81,641
Food	-	45	-	911
HEAVY EQUIPMENT R&M	-	-	-	6,305
Housekeeping & Custodian	3,976	(680)	(280)	11,753
Improvement Projects	-	106	-	16,966
Improvement Projects- Facility	-	-	-	4,396
Postage	-	-	-	113
Contract Labor				
Contract Labor	-	-	-	50,123
Inmate Labor	3,459	2,945	2,815	33,151
Total Contract Labor	**3,459**	**2,945**	**2,815**	**83,274**
Insurance				
Health Insurance	1,372	479	872	8,969
Insurance & Bonding	4,709	12,452	2,694	100,981
Total Insurance	**6,081**	**12,931**	**3,565**	**109,950**
Marketing Expenses				
Advertising	-	-	-	60
Marketing/Promotion	-	-	187	7,393
Total Marketing Expenses	**-**	**-**	**187**	**7,453**
Office Expenses				
Bank Charges	355	384	493	6,854
MOBILE TELECOMMUNICATIONS	-	-	-	101
Office Supplies/Expense	(463)	2,001	139	10,578
Office Telecommunications	1,155	1,789	1,194	18,361
Total Office Expenses	**1,047**	**4,174**	**1,825**	**35,894**
Payroll Expenses				
Payroll Taxes	712	1,744	1,248	18,135
Personnel Costs	9,760	24,148	17,188	220,175
Total Payroll Expenses	**10,472**	**25,892**	**18,436**	**238,310**
Professional & Management Fees				

These statements have not been compiled, reviewed, or audited. No assurance is provided on these statements.

Income Statement

	Sep-18	Aug-18	Jul-18	YTD
ANF Management Fee	6,483	6,483	6,483	77,796
Professional Fees	1,350	1,500	1,500	20,525
Total Professional & Management Fees	**7,833**	**7,983**	**7,983**	**98,321**
Repairs & Maintenance				
Fuel/Auto Expense	353	917	616	7,509
R&M - Equipment	602	123	424	4,857
R&M - Facility	415	160	160	4,967
R&M - Grounds	-	-	-	1,414
R&M-General	4,070	5,298	4,487	60,634
Total Repairs & Maintenance	**5,440**	**6,497**	**5,687**	**79,380**
Taxes & Licenses				
Taxes & Licenses	-	-	-	27,504
Total Taxes & Licenses	**-**	**-**	**-**	**27,504**
Utilities				
Electricity	19,924	16,870	18,930	221,783
Gas (Utilities)	88	96	129	17,655
Water/Sewage/Waste	2,473	2,572	1,874	41,728
Total Utilities	**22,485**	**19,538**	**20,934**	**281,166**
Total Operating Expenses	**71,530**	**73,748**	**67,457**	**1,173,377**
Operating Income / (Loss)	**(61,596)**	**(46,453)**	**(45,639)**	**(91,843)**
Other Income and Expense				
Other Expenses				
Meals	-	-	-	(1,476)
Misc Exp. - From CC Liab	-	-	-	(16,053)
Miscellaneous	-	-	-	(111)
Total Other Expenses	**-**	**-**	**-**	**(17,640)**
Total Other Income and Expense	**-**	**-**	**-**	**(17,640)**
Net Income / (Loss) before Tax	**(61,596)**	**(46,453)**	**(45,639)**	**(109,483)**
Net Income	**(61,596)**	**(46,453)**	**(45,639)**	**(109,483)**
Total Comprehensive Income	**(61,596)**	**(46,453)**	**(45,639)**	**(109,483)**

These statements have not been compiled, reviewed, or audited. No assurance is provided on these statements.

Measuring the Impacts of a New Multi-use Agricultural and Show Facility and Renovation of the Garrett Coliseum and the Alabama Agricultural Center

by:

Phillip Mixon, Ph.D.
Research Economist
Center for International Business and Economic Development
Troy University

Wiley Blankenship
Director
Center for International Business and Economic Development
Troy University

August 28, 2012

TROY UNIVERSITY
SORRELL COLLEGE
OF BUSINESS

Center for International Business and
Economic Development
Troy University
Troy, AL 36082

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Measuring the Impacts of a New Multi-use Agricultural and Show Facility and Renovation of the Garrett Coliseum and the Alabama Agricultural Center

Introduction

The Garrett Coliseum Redevelopment Corporation—that includes the State of Alabama, City of Montgomery, and Montgomery County—is proposing to build a new multi-use agricultural/show facility and renovate the Garrett Coliseum and the Alabama Agricultural Center (hereafter referred to as "facilities"). The new building will focus on animal shows and boarding and will have the ability to host approximately 50 events of varying size and duration per year. Due to the quick turnaround needed to examine the potential economic impact of the facility, the Troy University Center for International Business and Economic Development (CIBED) relied on interviews with current and potential users of the facilities. On May 8, 2012, the Alabama Cattlemen Association hosted a general meeting of users and potential users of the facilities. The users of the current facilities provided estimates of current attendance and events as well as providing the potential growth of attendance and events if the renovation and construction is completed. In order to produce a reasonable impact based on the assumptions provided and the interviews conducted, this study uses three different levels of assumptions with regard to visitor spending —1) an ultra-conservative estimate; 2) a conservative estimate and 3) a best-case, optimistic estimate—which represents the full 50 events with optimistic spending assumptions.

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Tourism/event-based spending is difficult to measure, even with the ability to conduct surveys during targeted events, such as football games. In addition, the economic literature is not favorable in terms of accuracy due to several factors including overestimation of permanent employment, ignoring transfer spending, overestimation of consumer spending, and underestimation of overtime and part-time employment. It usually takes a significant amount of time and new economic activity to recover the costs of building large sports facilities unless it can generate dollars through steady attendance with associated ticket prices that cover the debt service (as we see with many professional football stadiums). That said, unlike stadiums, this type of facility allows for year-round use with multiple sets for various entrainment, sports, and animal shows. There is also the quality-of-life contribution along with the ability of the facility to host functions that produce revenue to sustain the facility and attract individuals and families to spend on hotel rooms, restaurants, and other retail goods.

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A Multi-purpose Facility Impact on the Regional Economy

This research employs income and employment multipliers to measure the economic effects on the regional economy because of the construction and operation of the facilities. We measure the quantitative effects on the local economy by applying economic multipliers for the corresponding sector of economic activity. A multiplier is interpreted as "the impact of a one-unit change in expenditures, employment, or income that results in a corresponding total impact on employment, capital, or income in the larger economy." Multipliers simply represent the recycling of money and income in the geographic location. For this research, the functional regional economy is defined as Montgomery County, Autauga County, and Elmore County. The crucial measurement tools in this study are employment totals, construction, operations expenditures, and tax impacts associated with the operation of the facility.

Three types of multipliers can be derived from the measurement tools in this study: direct, indirect, and induced. See the illustration for each in Table 1. The *direct* multiplier effect represents the initial change in the entertainment and sports industries' economic impact on the local economy. For instance, if the facilities generate $1 million in revenue, this figure becomes the direct economic impact on the local community. The *indirect* multiplier effect measures changes in industry-to-industry transactions as supplying industries respond to the increases in demand from the directly-affected industry. For instance, the facilities will purchase a variety of local services. However, the indirect multiplier does not capture the individual employee spending in the retail and service sectors that include food, housing, real estate, and other services. In turn, the *induced* multiplier effect includes both industry-to-industry transactions

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and household consumption purchases, which does include employee spending. The total economic impact is reached by summing the direct, indirect, and induced impacts.

Local, regional, and state decision-makers are increasingly utilizing economic impact analysis in policy and planning decisions (Crompton, 2006). Economic impact analysis is an essential policy and planning tool available to local governments and decision-makers to assess the economic impact generated by tourism development (Tyrell & Johnson, 2001). The economic impact estimates can be used by decision-makers in a variety of ways. State and regional tourism agencies utilize these estimates in the evaluation process of competing programs. Economic development officials use economic impact estimates to inform government officials and the general public about value of development projects. Economic impact studies provide public agencies and private business with benchmarks to set goals and objectives for effective management of programs. Results from economic impact analyses assist in luring sponsors for events and/or development. Regional planners and tourism developers can use economic impact information to determine the financial feasibility of and site selection for tourism-related infrastructure and superstructure (e.g., accommodations, transportation, attractions, and other service facilities). Finally, economic impact projections can be utilized by local and state governments to support the use of public resources in various development projects.

A goal of tourism development projects is to attract non-local visitors to the destination. When non-local visitors select a specific destination, expenditures from these individuals inject new money into the local economy. Non-local visitors' expenditures create additional jobs and

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income for local residents as well as increase local and state tax revenues. Economic impact analysis estimates the increase in local income levels, regional employment figures, and increases in output by local industries caused by non-local visitors to the area. Economic impact projections provide leverage for local officials to justify increases in public spending on infrastructure development, tourism programs and services, as well as support services.

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Economic Impact Analysis

Economic impact analysis provides essential information for decision-makers to utilize in determining which policies and programs to implement. The conceptual framework for conducting an economic impact analysis begins when local residents and visitors pay taxes to the local government. After the government receives these payments, they determine the appropriate programs or facilities in which to allocate these public funds. Local communities anticipate the new programs or facilities will attract non-local visitors to the area. These non-local visitors inject new money into the local economy through expenditures on trip-related activities and services. The new money injected into the local economy by visitors produces an increase in income and jobs for local residents. An increase in income and jobs is the return on investment of the public funds invested by local governments (Crompton, Lee & Shuster, 2001).

In order to estimate the economic impacts of the sport and entertainment complex, expenditure patterns of non-local visitors must be determined. The expenditures of these visitors in the local area occur as a direct consequence of the travel and tourism activity (or event) in the community. Visitors' expenditures inject new money into the local economy producing secondary effects (i.e., indirect and induced impacts). Indirect impacts emerge when this new money is re-spent in the local community by recipients (i.e., business owners) of the tourists' expenditures. For example, local business owners use part of the receipts from tourists' expenditures on the purchase of products and services from local suppliers. Induced impacts are created by the circulation of wages and salaries paid by employers of related industries to local residents. For example, local business owners use part of the receipts from tourists' expenditures to pay their employees. The employees use a portion of their wages to purchase products and

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services from local suppliers. The aggregated economic impact, also known as total output, is the summation of direct, indirect, and induced impacts (Howard & Crompton, 2005).

The most widely used method in determining the economic impacts of tourism related products is an Input-Output analysis (Steinback, 1999). For this study, application of input-output model is employed using a computer software package named IMPLAN. IMPLAN (Impact Analysis for Planning) was developed by the United States Department of Agriculture - Forest Service in conjunction with the Federal Emergency Management Agency and the United States Department of Interior - Bureau of Land Management to support the Forest Service in policy and planning issues to land and resource management (Minnesota IMPLAN User's Manual). IMPLAN is a computer-based economic analysis software that builds a multiplier matrix reflecting the interconnectedness of industries within a given economy. After IMPLAN builds the model of the given economy, the software can track a final demand shock (i.e., injection of expenditures) as it flows through the given economy and estimate the resultant impacts of the final demand shock. This allows the software to perform all the necessary calculations based on the characteristics of the study area as well as information collected by researchers on expenditure and visitation patterns of visitors.

IMPLAN generates estimates for total output, labor income, valued added, and employment. Total output is an estimate of the value of sales by all industries in the given economy. Labor income is all forms of employment income, including wages, benefits, and proprietor income. Value added implies the direct and secondary impacts generated from the production of output and is equivalent to the value of total output minus input purchases. This

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includes employee compensation, proprietary income, other property type income, and indirect business taxes. Employment indicates the number of jobs generated from the additional production. Employment includes full-time and part-time jobs (Minnesota IMPLAN User's Manual).

Related Economic Multipliers

Table 1: All Related Economic Multipliers

Type of Multiplier	*Direct*	*Indirect*	*Induced*
Income	Employee income	Suppliers income	Local sector income due to employee spending
Employment	Facility jobs	Suppliers jobs	Local sector jobs due to employee spending
Operations	Operations expenditures	Suppliers income	Local sector income due to expenditures

This study used the IMPLAN® software package and EMSI, which allow for the estimation of the multiplier effects on changes in final demand for one industry on all other industries in the local area. All dollar figures are in 2012 dollars.

Assumptions Provided and Interview Responses

The following bulleted list provides the events currently being held at the facilities based on interview responses on May 8, 2012, and follow-up communications.

Current Events at the Facilities

- Southeastern Livestock Exposition – 20,000 people per event
- AJAC Round-up – 400 people at event
- Open Horseman Association – approximately 15,000 people at event
- Stock Horse Show and Educational Clinic – 280 people at event
- Junior High and High School Rodeos – 600 people at event
- State Rodeo Championship – 500 people at event
- Alabama Horse Fair – 3,000 people at event
- State 4-H show – 1,000 people at event
- Regional 4-H shows – 700 people per event
- Goat shows – 120 people per event
- Dog shows – 1,200 people per event
- Sheep shows – 200 people per event
- Hog shows – 600 people per event
- Heart of Dixie Cutting Horse shows – 200 people per event
- Alabama Palomino Horse Show – 200 people per event
- 3-Up Classic Barrel Racing Show – 200 people per event
- Alabama America Quarter Horse Association Show – 400 people per event
- Alabama National Fair – 200,000 people per event[1]

During the interviews, the current users provided the basis for the following assumptions:

1. The facilities in their current state are not adequate to even sustain the operations much less expand.
2. A state of the art facility is needed to attract more participants and fans to the events.
3. If the current facilities are upgraded and a new covered and air conditioned building is built, most if not all of the events could expect their attendance to increase by at least 50%.

[1] The Alabama National Fair is treated differently than the other activities. This will be explained later in the Alabama National Fair section.

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4. The central location and transportation infrastructure in Montgomery, Alabama, give it a distinct advantage over the competing facilities.

These assumptions allowed the researchers at CIBED to construct the financial estimates used to create the impact estimates discussed below.

ANNUAL PROJECTED EVENTS

Based on the formula:

Number of Participants in Hotels **X** Number of room nights **X** $170

Number of Participants in RVs **X** Number of Nights **X** $50

The financial projections are based on the following breakdown of visitors and their origins and preferences of lodging. The researchers assume 75% of participants are not local residents. This is not a heroic assumption given the urban nature of the facilities location. The researchers also assume the participants will prefer to rent the 70 RV hookups, and once the RV hookups are rented the rest will stay in local hotels/motels.

The following calculation serves as the basis for the economic impact of the current operations at the facilities.

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Table 2: Projections Used in Analysis

Event	# of People	# of Events	Total # of people	Non-Local	RV	RV Rental	Hotel/Motel	Hotel Rental
Southeastern Livestock Exposition	20,000	1	20,000	15,000	70	$ 10,500	14,930	$ 3,807,150
AJAC Round-up	400	1	400	300	70	$ 10,500	230	$ 58,650
Open Horseman Association	15,000	1	15,000	11,250	70	$ 10,500	11,180	$ 2,850,900
Stock Horse Show and Educational Clinic	280	1	280	210	70	$ 10,500	140	$ 35,700
Junior High and High School Rodeos	600	4	2,400	1,800	70	$ 10,500	1,730	$ 441,150
State Rodeo Championship	500	1	500	375	70	$ 10,500	305	$ 77,775
Alabama Horse Fair	3,000	1	3,000	2,250	70	$ 10,500	2,180	$ 555,900
State 4-H show	1,000	1	1,000	750	70	$ 10,500	680	$ 173,400
Regional 4-H shows	700	4	2,800	2,100	70	$ 10,500	2,030	$ 517,650
Goat shows	120	1	120	90	70	$ 10,500	20	$ 5,100
Dog shows	1,200	2	2,400	1,800	70	$ 10,500	1,730	$ 441,150
Sheep shows	2,000	1	2,000	1,500	70	$ 10,500	1,430	$ 364,650
Hog shows	600	1	600	450	70	$ 10,500	380	$ 96,900
Heart of Dixie Cutting Horse shows	200	8	1,600	1,200	70	$ 10,500	1,130	$ 288,150
Alabama Palomino Horse Show	200	3	600	450	70	$ 10,500	380	$ 96,900
3-Up Classic Barrel Racing Show	200	1	200	150	70	$ 10,500	80	$ 20,400
Alabama AQHA Show	400	1	400	300	70	$ 10,500	230	$ 58,650
Ultra-conservative Total	46,400	33	53,300	39,975	1,190	$178,500	38,785	$ 13,186,900
Conservative Total	58,000	41	66,625	49,969	1,488	$223,125	48,481	$ 16,483,625
Optimistic Total	72,500	52	83,281	62,461	1,859	$278,906	60,602	$ 20,604,531

31-14

For the purpose of modeling the economic impacts, the researchers will use three levels of economic activity to evaluate the economic impact of the facility. The three levels are an ultra-conservative view (status quo), a realistic conservative view (25% increase in participation), and optimistic view (50% increase in participation) based on the spending assumptions. The levels of analysis allow for a more comprehensive evaluation of the proposed renovations and new construction.

31-15

Construction of the Facility

Total Employment Impacts Due to Construction

Table 3: Total Employment Impacts Due to Construction

Year 2013	Direct Impact of Employment	Indirect Impact of Employment	Induced Impact of Employment	Employment Multiplier	Total Impact of Employment
Total	168 jobs	50 jobs	125 jobs	2.04	343 jobs

Table 3 shows that 168 temporary construction jobs will be directly created, 50 indirectly created based on industry-to-industry transactions, and 125 jobs created based on employee spending in the local economy for a total of 343 temporary construction jobs created in the economy. The employment multiplier of 2.04 indicates that for every one job construction creates an additional 1.04 of a job is created in local employment.

Total Output Impacts Due to Construction

Table 4: Total Output Impacts Due to Construction

Year 2013	Direct Impact	Indirect Impact	Induced Impact	Output Multiplier	Total Impact
Total	$25,000,000	$6,558,381	$12,804,599	1.77	$44,362,979

Table 4 shows an estimated construction cost of $25 million, $6.6 million indirectly created based on industry-to-industry transactions, and $12.8 million in output created based on employee spending in the local economy for a total of $44 million temporary output created in the economy. The output multiplier of 1.77 indicates that for every one dollar spent on construction an additional $0.77 is created in local output.

31-16

Tax Impact of Construction

State and local tax revenue will receive a temporary increase from the construction of the facility. Local tax revenues should see a temporary increase in sales and motor vehicle tax collection. No direct sales tax is generated from the construction. Yet, the indirect and induced spending should generate a one-time increase of approximately $523,697.

31-17

Facility Operations

Total Employment Impacts of Operations

Table 5: Total Employment Impacts of Operations

Year 2013	Direct Impact of Employment	Indirect Impact of Employment	Induced Impact of Employment	Employment Multiplier	Total Impact of Employment
Ultra-conservative	172 jobs	34 jobs	64 jobs	1.57	270 jobs
Conservative	214 jobs	89 jobs	121 jobs	1.98	424 jobs
Optimistic	286 jobs	164 jobs	156 jobs	2.12	606 jobs

Table 5 shows that 172 to 286 jobs will be created directly, between 34 and 164 jobs indirectly created based on industry-to-industry transactions, and 64 to 156 jobs will be created based on employee spending in the local economy for a total of 270 to 606 jobs created in the economy. The employment multipliers of 1.57, 1.98, and 2.12 indicate that for every one job construction an additional 0.57 to 1.12 job(s) are created in local employment. However, the literature suggests that many of the jobs created from these types of facilities tend to be part-time employment.

Total Impacts of Operations

Table 6: Total Impacts of Operations

Year 2013	Direct Impact	Indirect Impact	Induced Impact	Multiplier	Total Impact
Ultra-Conservative	$13,365,400	$4,275,481	$9,490,881	2.03	$27,131,762
Conservative	$16,706,750	$5,344,350	$13,200,153	2.11	$35,251,243
Optimistic	$20,883,438	$8,452,178	$16,132,863	2.17	$45,468,479

Table 6 shows the direct, indirect, and induced output impacts resulting from spending in the area due to the operation of the facility. The direct impact of the facility operations will yield a direct economic contribution of $13.3 to $20.8 million per year. This impact generates an indirect amount of $4.2 to $8.4 million per year in industry-to-industry transactions and an induced impact of $9.4 to $16.1 million per year from employee spending. The total impact (direct, indirect, and induced) of the facility operations yields $27.1 to $45.4 million per year. The operations multipliers equal 2.03, 2.11, and 2.17, which indicate that for every one dollar in operations income an additional $1.03, $1.11, or $1.17 is generated in the local economy.

Tax Impacts of Operations

Table 7: Tax Impacts of Operations

Year 2013	Indirect Property Taxes	Sales Tax	Other Taxes[2]	Total Taxes
Ultra-conservative	$61,662	$966,146	$323,067	$1,350,875
Conservative	$77,078	$1,611,516	$403,834	$2,092,428
Optimistic	$96,347	$1,968,953	$504,793	$2,570,093

Table 7 shows the tax impacts that will be created from the operations of the facility. The operations will create $61,662 to $96,347 per year of indirect property taxes. These property taxes are not paid by the facilities, but will occur due to the improvement in land values around the facilities and new residents in the area. The operations will also generate an estimated $966,000 to $1,968,000 per year in sales tax revenue. The operations will also generate an estimated $323,000 to $504,000 per year in other tax revenue. The facility operations will generate between $1.35 and $2.57 million per year in new direct and indirect tax revenues. Please note the tax calculations are based on the status quo for tax rates in the study area. If, for example, the hotel bed tax increases or decreases, these estimates will not be an accurate estimation of tax revenues.

[2] Includes hotel bed taxes, motor vehicle taxes and other taxes not included above.

31-19

Alabama National Fair

The Alabama National Fair currently operates the Garrett Coliseum and Alabama Agricultural Center. They also hold the Alabama National Fair (the Fair) at the site. The Fair averages roughly 200,000 people in attendance and sells tickets for admission. The Fair will continue to utilize the site in its current state; therefore, the Fair was excluded from the economic impact analysis. However, this in no way diminishes the importance of the Fair to region and charities it helps in Alabama. The economic impact of the Fair is significant, and it is likely it would dwarf the economic impacts previously stated in this report. This report is more of an attempt to show that a new up-to-date facility at the Alabama Agricultural Center could service the debt associated with its construction.

31-20

Financing and Debt Servicing

All construction activities will be funded through a public bond issue. The City of Montgomery has recently been rated AA+ by Moody's and accordingly will receive excellent rates. Though the researchers did not have the specifics of the issue, using the AA+ rating as a basis with a 30-year amortization will require roughly $1.3 million in annual debt payments.[3] Therefore, the ultra-conservative estimate (the status quo) generates enough revenue to retire the debt—assuming consistent annual events and excluding the Fair. Interesting is the fact that the conservative returns provide enough tax revenue to retire the debt in 20 years;[4] however, if the optimistic projections are met the debt could be retired in 10 years.[5]

[3] Based on a 3.071% interest rate.
[4] Based on a 2.698% interest rate.
[5] Based on a 1.768% interest rate.

31-21

Concluding Remarks

The impact study results reveal that the Alabama Agricultural Center can be a positive economic entity in the region. The facility has the potential to become an important economic resource for the regional economy. Moreover, the economic significance of this facility rests in the indirect and induced expenditures created by activities held in the facility. The results presented here offer a multi-scenario approach to substantiate the investment in the facility from both an employment and dollar perspective. However, these results rely on the interview responses given at the May 8, 2012, meeting; and, if the academic literature holds true, it is likely that an overestimation of the permanent employment and underestimation of part-time employment is inherent in the IMPLAN results. Moreover, the tax information is based on the current tax rates in Montgomery and will change if the tax rates change.

31-22

References

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Resolution Requesting District Tax Election for 6 Additional Mills

The following form provides for a request for an election on and for an increase in mills for the Montgomery County Public Schools District in unincorporated Montgomery County, including the corporate limits of the City of Montgomery, not including the corporate limits of the Town/City of Pike Road. The hereby requested increase will increase 6 mills, hereby increasing the total millage to 16 mills to be used for the purpose of funding Montgomery County Public Schools and its school district only for educational purposes.

BE IT RESOLVED by Montgomery County Board of Education (herein called "the Board"), in the State of Alabama, as follows:

Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:

(a) Montgomery County (herein called "the County") is currently levying and collecting a 1 mill county tax, a 3-mill county tax, and a 3-mill special school district tax for the purposes of funding public schools in Montgomery County for a total combined rate of 10 mills, in which was originally set in place in the year 2006 based on an Alabama Constitutional Amendment.

(b) The County is currently not levying a special county tax, which would allow additional mills to be levied on property for educational purposes in the Montgomery County Public Schools District. Therefore, additional mills would maximize the authorized mills for Montgomery County Public Schools Only based on Alabama Law.

(c) All of the area lying within the District is subject to the jurisdiction and control of the Board. The boundaries of the District are coterminous with the corpórate limits of the County, including the City of Montgomery corporate limits with the exception of the corporate limits of the Town of Pike Road.

(d) The Board had determined that it is necessary and needed that the said special 10 mills district tax now being levied in the District be continued and increased by 6 additional mills in order to maximize the total millage authorized by Alabama Law to 16 mills for educational purposes only for the Montgomery County Public School District Only based on need.

Section 2. Petition to County Commission. The Board does hereby respectfully petition and request that the Montgomery County Commission call an election to be held on the next available date by a vote of Montgomery County voters in Montgomery County, to include the City of Montgomery and exclude the Town/City of Pike Road, determine whether or not a 6-mill special county tax in the District shall be levied annually for public school purposes within the corporate limits of the county, to include the City of Montgomery corporate limits, excluding the town/City of Pike Road for a period of 30 consecutive years commencing with the tax year in which the tax will become due and payable on October 1, 2019. Section 3.

Delivery of the Request. The Secretary of the Board shall be and hereby Is directed and instructed to prepare and deliver a certified copy of this resolution to the Montgomery County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution.

MONTGOMERY
AIRPORT AUTHORITY

October 3, 2018

Mr. Elton Dean
P. O. Box 1667
Montgomery, Alabama 36102

Dear Honorable Elton Dean, Chairman of Montgomery County Commission:

Thank you for the support you have given to the Montgomery Regional Airport, especially during the Air Force's recent Air National Guard F-35 basing competition. I believe that having the "Best Hometown in the Air Force" right here in the River Region was a major factor in winning the F-35 basing rights.

Another factor was how all the River Region's leaders, businesses and communities leaned forward to achieve this goal. The Montgomery Regional Airport Authority was pleased to help by purchasing land for the future extension of Runway3-21 for $460,000. This showed the Air Force F-35 Site Activation Task Force our commitment to making sure the F-35 could always conduct their National Security and Homeland Defense missions by having a second runway in case the primary runway was closed.

Extending Runway 3-21 from its present 4,000 feet to 8,000 feet is the #1 recommendation from our 2015 Airport Master Plan. In addition to F-35 operations, having two runways allows us continuity of commercial operations if the main runway is closed for some reason. Eight of ten similar sized metropolitan cities across the country have two fully capable commercial runways.

Working with Senator Shelby's office, we will be preparing a Federal Aviation Administration Airport Improvement Grant Application in November of 2019 to continue the runway extension project. In order to provide a solid cost estimate, we need to conduct a Preliminary Engineering Design and Environmental Assessment which will cost $270,000. This work will take about one year to complete. The Airport Authority has committed $90,000 to this project. We need assistance from the City of Montgomery and Montgomery County by each sharing a third of the cost so we can finish the project in time to be able to submit the grant pre-application next year.

On behalf of the Montgomery Regional Airport Authority, the River Region's airport passengers and the Alabama Air National Guard, I respectfully request the City of Montgomery (Montgomery County) help share a third of the cost for the design project for $90,000. We would be pleased to present this proposal in greater detail to you and the City Council (County Commission) at your convenience.

Montgomery Regional Airport is poised to be an even greater economic engine for the River Region. Your support at this critical time is vital to continuing the airport's progress.

Thank you for considering this request.

Sincerely,

Mrs. Tammy Knight-Fleming
Chairwoman, Montgomery Airport Authority

Montgomery Regional Airport
4445 Selma Highway
Montgomery, Alabama 36108
T 334 281 5040
F 334 281 5041
flyMGM.com

33-1

The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING FUNDING ALABAMA AIR NATIONAL GUARD INFRASTRUCTURE PROJECTS FOR THE 187TH FIGHTER WING

Vice Chairman Walker made a motion to adopt the Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained and the motion carried. (Copies of Memorandum and Resolution, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH GULF STATES DISTRIBUTORS REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 7, 2018 AND ENDING ON MARCH 8, 2018, FOR SHERIFF'S LEATHER AND ACCESSORIES, CONTRACT NUMBER 52110-14B-026

Commissioner Harris made a motion to approve Amendment Number 4 to Contract with Gulf States Distributors regarding a Sixty (60) Day Extension, beginning January 7, 2018 and ending on March 8, 2018, for Sheriff's Leather and Accessories, Contract Number 52110-14B-026. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH KEEFE COMMISSARY NETWORK, LLC REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING FEBRUARY 1, 2018 AND ENDING ON APRIL 2, 2018, FOR COMMISSARY & TRUST FUND MANAGEMENT, CONTRACT NUMBER 52200-14B-024

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Keefe Commissary Network, LLC regarding a Sixty (60) Day Extension, beginning February 1, 2018 and ending on April 2, 2018, for Commissary & Trust Fund Management, Contract Number 52200-14B-024. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH SHARPCUT LAWN SERVICE REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 17, 2018 AND ENDING ON MARCH 18, 2018, FOR LANDSCAPE MAINTENANCE AT THE MONTGOMERY INDUSTRIAL PARK, CONTRACT NUMBER 53100-14B-030

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

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

AGENDA
JAN 22 2018

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Resolution regarding Funding for the 187th Fighter Wing Infrastructure Projects

The Montgomery County Commission, at its meeting on January 8, 2018, agreed to place on the next agenda a Resolution authorizing funding of the Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing.

I am requesting that the Commission adopt the attached Resolution.

DLM/tn

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

RESOLUTION

WHEREAS, the United States Air Force announced that the 187th Fighter Wing was selected to receive new F-35 fighter jets; and,

WHEREAS, the direct economic impact will be $70 million up front capital investment and the increase of 1,000 jobs; and,

WHEREAS, Mayor Todd Strange and Chairman Elton N. Dean, Sr., executed a commitment letter on May 8, 2017 to the Honorable Heather Wilson, Secretary of the Air Force, in which they committed $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; and,

WHEREAS, this commitment was based upon design estimates to meet the Air Force requirements related to force protection and installation security; and,

WHEREAS, the 187th Fighter Wing is integral to the economic well-being of Montgomery Alabama. It continues the legacy of the Tuskegee Airman "Red Tails" flying under the historic designation of the 100th Fighter Squadron; and,

WHEREAS, the Montgomery County Commission believes this support for the mission of the 187th Fighter Wing strengthens our continued commitment to being known as the "Best Hometown in the Air Force"; and,

WHEREAS, the Montgomery County Commission desires to fund $1,080,000 for construction of the entry control point "gate" and to fund $30,000 for an industrial access road grant, which represents 40% of the cost with the City of Montgomery contributing 60%; and,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission authorizes funding prior to September 30, 2020 of $1,080,000 for construction of the entry control point "gate" and $30,000 for an industrial access road grant for the Alabama Air National Guard, 187th Fighter Wing.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2018.

BY:____________________________
Chairman

ATTEST: ____________________________
County Administrator

UPCOMING BIDS/CONTRACT RENEWALS

Month	Contract No.	Item	Department	Vendor	Renewal Date	Rebid Date
OCT						
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Sea Coast Disposal		Oct. 31, 2018
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct. 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct. 16, 2019
NOV						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov. 23, 2018
	57202-15B-026	Drug Testing Equipment	Comm. Corrections	Drug Testing Program Management, Inc.		Nov. 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services		Nov. 15, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov. 30, 2019
	52200-16B-041	Inmate Food Service	Detention Facility	Summit Food Service	Nov. 30, 2018	Nov. 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov. 20, 2018	Nov. 20, 2019

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UPCOMING BIDS/CONTRACT RENEWALS

	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov. 20, 2018	Nov. 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov. 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov. 30, 2018
DEC						
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd		Dec. 20, 2018
	52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors		Dec. 20, 2018
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC	Dec. 31, 2018	Dec. 31, 2019

34-2

MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON

Month Deposited	FY 2018 Collections	FY 2019 Collections	Increase (Decrease) Amount	%
OCTOBER	39,141	33,453	(5,688)	-14.53%
NOVEMBER	36,171	45,157	8,986	24.84%
DECEMBER	36,427			0.00%
JANUARY	31,941			0.00%
FEBRUARY	44,550			0.00%
MARCH	39,285			0.00%
APRIL	39,456			0.00%
MAY	41,031			0.00%
JUNE	52,193			0.00%
JULY	38,907			0.00%
AUGUST	38,160			0.00%
SEPTEMBER	44,546			0.00%
TOTAL	75,312	78,610	**3,298**	4.38%

YTD Totals 2018	**$481,808**	**$78,610**
YTD Totals 2017	**$483,641**	
YTD Totals 2016	**$474,632**	

35-1

MONTGOMERY COUNTY COMMISSION

SALES TAX COMPARISON - ACTUAL COLLECTIONS

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

	FY 2018	FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,637,555	3,640,617	85,805	3,726,423	88,868	2.44%
NOVEMBER	3,589,959					
DECEMBER	3,679,876					
JANUARY	4,381,344					
FEBRUARY	3,390,222					
MARCH	3,533,778					
APRIL	4,082,814					
MAY	3,762,749					
JUNE	3,778,041					
JULY	3,996,094					
AUGUST	3,739,413					
SEPTEMBER	3,785,305					
Year to Date	**$3,637,555**	**$3,640,617**	**$85,805**	**$3,726,423**	**$88,868**	**2.44%**

Total YTD 2018	**$45,357,151**	**$3,637,555**
Total YTD 2017	**$44,320,643**	**$3,576,342**
Total YTD 2016	**$43,552,955**	**$3,454,774**

36-1

MONTGOMERY COUNTY COMMISSION

SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

	FY 2018	FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,617,078	3,567,962	85,805	3,653,768	36,689	1.01%
NOVEMBER	3,514,481					
DECEMBER	3,614,897					
JANUARY	4,352,746					
FEBRUARY	3,368,368					
MARCH	3,486,733					
APRIL	4,052,651					
MAY	3,691,004					
JUNE	3,747,031					
JULY	3,881,025					
AUGUST	3,648,050					
SEPTEMBER	3,744,702					
Year to Date	$3,617,078	$3,567,962	$85,805	$3,653,768	$36,689	1.01%
Total YTD 2018	$44,718,766			$3,617,078		
Total YTD 2017	$43,672,831			$3,556,400		
Total YTD 2016	$42,941,719			$3,425,186		

36-2

County Sales Tax No Audits/Refunds Included

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

	EDUCATION SALES TAX				GASOLINE TAX			
	FY 2018	FY 2019	Increase (Decrease)		FY 2018	FY 2019	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%	Collections	Collections	Amount	%
OCTOBER	2,384,646	2,399,152	14,506	0.61%	139,037	137,322	(1,715)	-1.23%
NOVEMBER	2,306,695				142,218			
DECEMBER	2,400,495				139,435			
JANUARY	2,838,370				121,148			
FEBRUARY	2,158,600				123,734			
MARCH	2,270,301				119,190			
APRIL	2,637,722				138,955			
MAY	2,429,456				140,157			
JUNE	2,437,243				142,692			
JULY	2,588,641				142,740			
AUGUST	2,445,755				140,788			
SEPTEMBER	2,454,153				145,352			
Year to Date	$2,384,646	$2,399,152	$14,506	0.61%	$139,037	$137,322	-$1,715	-1.23%
Total YTD 2018	$29,352,076	$2,384,646			$1,635,445	$139,037		
Total YTD 2017	$28,832,488	$2,334,564			$1,630,613	$137,536		
Total YTD 2016	$28,751,678	$2,286,368			$1,622,822	$132,886		

36-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

	FY 2018	FY 2019	Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%
OCTOBER	231,009	237,680	6,672	2.89%
NOVEMBER	217,201			
DECEMBER	206,461			
JANUARY	187,943			
FEBRUARY	194,862			
MARCH	213,377			
APRIL	274,212			
MAY	244,681			
JUNE	260,783			
JULY	268,768			
AUGUST	256,774			
SEPTEMBER	239,950			
Year to Date	**$231,009**	**$237,680**	**$6,672**	**2.89%**

Total YTD 2018	**$2,796,021**	**$231,009**
Total YTD 2017	**$2,634,537**	**$213,184**
Total YTD 2016	**$2,710,090**	**$210,405**

36-4

Lodging Tax

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

Statistical Report for October 2018

US Marshal Inmates Received	29
FBOP Inmates Received	110
US Marshal Inmate Carryovers from Previous Month	71
FBOP Inmate Carryovers from Previous Month	37
Total USMarshal Inmate Days	2327
Total FBOP Inmate Days	1082
Total Federal Inmate Days	3409

****

State Inmates Received	326
State Inmate Carryovers from Previous Month	535
Total State Inmates in Facility this Month	861
Total State Carryovers to Next Month	534
Total State Inmate Days	16,475

****

Total Inmates (State and Federal Combined)	1108
Total Inmate Days (State and Federal Combined)	19,884
Average Daily Population	663

****

Total Days Billed to the State	16,475
Amount Charged to the State	$ 28,831.25
Sheriff's Allowance	$ 348.75
Total Charged to the State	$ 29,180.00

****

Total Spent for Food this Month	$59,418.00
Amount Over Allowance	$59,069.25
Amount Under Allowance	--
Average Cost for Food per Inmate Day	$3.61

37-1

DFC "A" - SHERIFF'S FEED BILL

THE STATE OF ALABAMA,

Vendor Number 63600165305

Payable to MCC & Derrick Cunningham County Sheriff's Office.

For feeding prisoners in the jail of said county during the month of October, 2018
Month Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	535					535	$ 936.25	$ 11.25
2	538					538	$ 941.50	$ 11.25
3	536					536	$ 938.00	$ 11.25
4	537					537	$ 939.75	$ 11.25
5	531					531	$ 929.25	$ 11.25
6	533					533	$ 932.75	$ 11.25
7	540					540	$ 945.00	$ 11.25
8	539					539	$ 943.25	$ 11.25
9	548					548	$ 959.00	$ 11.25
10	552					552	$ 966.00	$ 11.25
11	547					547	$ 957.25	$ 11.25
12	532					532	$ 931.00	$ 11.25
13	527					527	$ 922.25	$ 11.25
14	529					529	$ 925.75	$ 11.25
15	535					535	$ 936.25	$ 11.25
16	530					530	$ 927.50	$ 11.25
17	530					530	$ 927.50	$ 11.25
18	524					524	$ 917.00	$ 11.25
19	519					519	$ 908.25	$ 11.25
20	519					519	$ 908.25	$ 11.25
21	519					519	$ 908.25	$ 11.25
22	521					521	$ 911.75	$ 11.25
23	527					527	$ 922.25	$ 11.25
24	535					535	$ 936.25	$ 11.25
25	534					534	$ 934.50	$ 11.25
26	521					521	$ 911.75	$ 11.25
27	526					526	$ 920.50	$ 11.25
28	524					524	$ 917.00	$ 11.25
29	526					526	$ 920.50	$ 11.25
30	528					528	$ 924.00	$ 11.25
31	533					533	$ 932.75	$ 11.25
Total	16475	0	0	0	0	16475	$ 28,831.25	$ 348.75

Amount Chargeable to the State	(0900-14)	$	28,831.25
Sheriff's Allowance	(0900-31)	$	348.75
Total Amount		$	29,180.00

Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for $ 29,180.00 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and "preparing food, serving food, and other services incident to the feeding of prisoners" from funds under authority of Ala. Code §14-6-43.

Sheriff Signature

Sworn to and subscribe before me this 5th day of November, 2018

Marifa M. Crenshaw
Notary Public Signature

37-2

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 #10-2018

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION
Federal Bureau of Prisons-Community Corrections
Maxwell AFB-Building 1209 820 Willow Street
Montgomery, AL 36112

DATE VOUCHER PREPARED
11/01/2018

CONTRACT NUMBER AND DATE

REQUISITION NUMBER AND DATE

SCHEDULE NO.

PAID BY
FBOP
Montgomery

PAYEE'S NAME AND ADDRESS
Montgomery County Jail
225 South McDonough Street
Montgomery, AL 36104
(334) 832-1665 (Corlis Miles)
Fax: (334) 265-0990 corlismiles@mc-ala.org

TAX ID# 63-6001653 H02
DUNS # 099839086

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM | TO | WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT (1)
Oct Jail Bill 10/01/2018 to 10/31/2018	10/31/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by: COR:	1082	48	Day	51,936.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

TOTAL 51,936.00

PAYMENT:
- [ ] PROVISIONAL
- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL
- [ ] PROGRESS
- [ ] ADVANCE

APPROVED FOR =$

EXCHANGE RATE =$1.00

DIFFERENCES

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

PAID BY

CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON *(Name of bank)*

CASH $ | DATE | PAYEE 3

1. When stated in foreign currency, 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.

37-3

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 # 1018 HSG

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
11/02/2018

CONTRACT NUMBER AND DATE

REQUISITION NUMBER AND DATE

SCHEDULE NO.

PAID BY
USMS M/AL
Montgomery

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 | TO | WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (*Enter description, item number of contract or Federal supply schedule, and other information deemed necessary*)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT (1)
OCT Jail Bill 10/01/2018 to 10/31/2018	10/31/2018	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: ____________ IGA # 02-11-0009 COR: ____________ PH-4AP-D02- -HSG-	2327	48	Day	111,696.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

TOTAL 111,696.00

PAYMENT:
- ☐ PROVISIONAL
- ☐ COMPLETE
- ☐ PARTIAL
- ☐ FINAL
- ☐ PROGRESS
- ☐ ADVANCE

APPROVED FOR =$

EXCHANGE RATE =$1.00

DIFFERENCES

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 1591020XD H52 D02 HDH5000D

PAID BY

CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON *(Name of bank)*

CASH $ | DATE | PAYEE [3]

1. When stated in foreign currency, 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.

37-4

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 # 1018 NMM

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
11/02/2017

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY
USMS M/AL
Montgomery

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 | TO | WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT (1)
OCT Jail Bill	10/31/2018	Non-Medical Transport of Federal Inmates	680	0.545	Mile	370.60
10/01/2018 to		Montgomery County Jail (See Attached List)	1	0.545		0.37
10/31/2018						
		Submitted by:				
		IGA # 02-11-0009				
		COR:				
		PT-4AP-D02- -TRP-				

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

TOTAL 370.97

PAYMENT:
- ☐ PROVISIONAL
- ☐ COMPLETE
- ☐ PARTIAL
- ☐ FINAL
- ☐ PROGRESS
- ☐ ADVANCE

APPROVED FOR =$

EXCHANGE RATE =$1.00

DIFFERENCES

BY 2

Amount verified; correct for payment

TITLE

(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:25302/2292 1591020XD H52 D02 HDT5001D

PAID BY

CHECK NUMBER ON ACCOUNT OF U.S. TREASURY

CHECK NUMBER ON *(Name of bank)*

CASH $

DATE

PAYEE 3

1. When stated in foreign currency, 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.

37-5

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

October 2018 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	10	1.02%
W/M	82	16.33%
B/M	390	68.37%
W/F	15	6.12%
B/F	38	8.16%
O/F	0	0.00%
Total	535	100.00%

Number of Inmates Received During the Month:

O/M	2	0.61%
W/M	50	15.34%
B/M	197	60.43%
W/F	19	5.83%
B/F	57	17.48%
O/F	1	0.31%
Total	326	100.00%

Total Number of Inmates in Jail During the Month:

O/M	12	1.39%
W/M	132	15.33%
B/M	587	68.18%
W/F	34	3.95%
B/F	95	11.03%
O/F	1	0.12%
Total	861	100.00%

Number of Inmates Released or Removed During the Month:

O/M	3	0.92%
W/M	56	17.13%
B/M	199	60.86%
W/F	20	6.12%
B/F	48	14.68%
O/F	1	0.31%
Total	327	100.00%

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

O/M	9	1.69%
W/M	76	14.23%
B/M	388	72.66%
W/F	14	2.62%
B/F	47	8.80%
O/F	0	0.00%
Total	534	100.00%

37-6

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

October 2018 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	2
W/M	12
B/M	49
W/F	4
B/F	3
O/F	1
Total	71

Number of Inmates Received During the Month:

O/M	4
W/M	1
B/M	22
W/F	1
B/F	0
O/F	1
Total	29

Number of Inmates in Jail During the Month:

O/M	6
W/M	13
B/M	71
W/F	5
B/F	3
O/F	2
Total	100

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	3
B/M	17
W/F	2
B/F	1
O/F	2
Total	25

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

O/M	6
W/M	10
B/M	54
W/F	3
B/F	2
O/F	0
Total	75

37-7

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

October 2018 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	7
W/M	9
B/M	21
W/F	0
B/F	0
O/F	0
Total	37

Number of Inmates Received During the Month:

O/M	0
W/M	4
B/M	14
W/F	0
B/F	0
O/F	0
Total	18

Number of Inmates in Jail During the Month:

O/M	7
W/M	13
B/M	35
W/F	0
B/F	0
O/F	0
Total	55

Number of Inmates Released or Removed During the Month:

O/M	1
W/M	4
B/M	16
W/F	0
B/F	0
O/F	0
Total	21

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

O/M	6
W/M	9
B/M	19
W/F	0
B/F	0
O/F	0
Total	34

37-8

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct, 18	Nov, 18	Dec, 18	Jan, 19	Feb, 19	Mar, 19	Apr, 19	May, 19	June, 19	July, 19	Aug, 19	Sept, 19	TOTAL:
~County Probation Offenders	148	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	355.00	-	-	-	-	-	-	-	-	-	-	-	$355.00
~Pre-Trial Release Participants	29	0	0	0	0	0	0	0	0	0	0	0	
(Jail Bed- Days Saved)	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	225.00	-	-	-	-	-	-	-	-	-	-	-	$225.00
~Drug Court Offenders	15	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	1,180.00	-	-	-	-	-	-	-	-	-	-	-	$1,180.00
~Jail/Prison Diversion Offenders	199	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	2,257.00	-	-	-	-	-	-	-	-	-	-	-	$2,257.00
Amt. Billed to AL Dept. of Corrections	33,915.00	-	-	-	-	-	-	-	-	-	-	-	$33,915.00
~Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	$0.00
~Drug Screenings	197	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	735.00	-	-	-	-	-	-	-	-	-	-	-	$735.00
~E.V.E.N. DV Program Enrolled	99	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	1,055.00	-	-	-	-	-	-	-	-	-	-	-	$1,055.00
~Other Fees Collected	180.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$180.00
TOTAL FEES: (15-16 FY)	$ 39,902.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,902.00
Prior Year Fees (Comparison):	$36,904.50	$32,165.50	$38,940.00	$42,019.00	$38,795.00	$44,326.00	$47,860.50	$43,035.00	$45,803.00	$43,195.00	$41,014.00	$38,627.00	
TOTAL POPULATION SERVED: (Population at end of Reporting Month)	490	0	0	0	0	0	0	0	0	0	0	0	
Comparison Population Previous Year	494	500	507	496	490	502	504	499	490	487	469	477	
~Community Service Participants	20	0	0	0	0	0	0	0	0	0	0	0	
(Community Service Hours)	99	0	0	0	0	0	0	0	0	0	0	0	
Value of Labor at $7.25 per Hr. (Minimum Wage)	$ 717.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$717.75

	Drug Court	AL D.O.C.	Client Fees	E.V.E.N.
Budget Allocation (Anticipated Revenue)	$42,120.00	$378,888.00	$60,000.00	$28,992.00
Total Amount Collected/Billed to Date	$1,180.00	$33,915.00	$3,572.00	$1,055.00
Balance (of anticipated revenue)	$40,940.00	$344,973.00	$56,428.00	$27,937.00

Revenue Comparison to Prior Year

Current FY Year to Date Total	$39,902.00
Prior Year to Date	$36,904.50
Difference From Prior Year	$2,997.50 +

Total Projected Fees from All Other Sources*	$510,000.00		
Target Amount expected to be collected/billed by date	$42,500.00	Target Percent	8.33%
Total Collected/Billed to date	$39,902.00	% of Goal Collected/Billed to date**	7.82%

**Goal = $510,000 divided by 12 & X# of Months Completed this FY

Difference from Anticipated Revenue to Date: + or - -$2,598.00

*Other than from County Appropriations

38-1

Montgomery County Community Corrections

Revenue Received or Billed
FY 2018-2019 (October 2018 - September 2019)

MONTH/YR	DRUG COURT FEES	ALL DRUG COURT DRUG SCREENING FEES	PROBATION SUPERVISION FEES	JAIL/PRISON DIVERSION FEES	PRE-TRIAL RELEASE FEES	DRUG SCREENING FEES	ELECTRONIC MONITORING FEES	E.V.E.N. PROGRAM FEES	*SUBTOTAL (FEES)*	OTHER MONIES COLLECTED	AL DEPT. OF CORRECTIONS (Jail/Prison Diversion)	ADOC BILLING STATUS*	MONTHLY TOTALS
Oct.- 18	$1,180.00	$600.00	$355.00	$2,257.00	$225.00	$135.00		$1,055.00	*$5,807.00*	$180.00	$33,915.00	B	$39,902.00
Nov.-18									*$0.00*				$0.00
Dec.-18									*$0.00*				$0.00
Jan.-19									*$0.00*				$0.00
Feb.-19									*$0.00*				$0.00
March-19									*$0.00*				$0.00
April-19									*$0.00*				$0.00
May-19									*$0.00*				$0.00
June-19									*$0.00*				$0.00
July-19									*$0.00*				$0.00
Aug.-19									*$0.00*				$0.00
Sept.-19									*$0.00*				$0.00
Oct.-19													GRAND TOTAL:
TOTALS:	$1,180.00	$600.00	$355.00	$2,257.00	$225.00	$135.00	$0.00	$1,055.00	*$5,807.00*	$180.00	$33,915.00		$39,902.00

38-2

"R" Denotes Payment Received and "B" Denotes Payment Billed