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November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the December 3, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, December 3, 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 December 3, 2018

Waived Rules Items to Consider for December 3, 2018

2. Consider Authorization of to Exercise an Option and Adopt an Amendment to Group Flexible Purchase Payment Deferred Fixed Annuity Contract with Nationwide Life Insurance Company, Risk Management

Items to Consider for the Monday, December 17, 2018 Montgomery County Commission Regular Meeting Agenda

3. Consider Authorization of Group Life Insurance and AD&D Coverage Secured through John Dorough (Harmon Dennis Bradshaw, Inc.) with Lincoln at a rate of \$.150 / \$1000 of Coverage with a Three (3) Year Rate Guarantee, Risk Management

A COUNTY OLDER THAN THE STATE

4. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Cloverfield/Federal Road from Lowndes County Line to US-31, Project# STPAA-5117(252); MCP 51-82-17; CPMS Ref. # 100067616 and Related Resolution, Engineering Department
5. Consider Authorization of Board Member Appointments, Montgomery County Community Punishment & Corrections Authority
6. Consider Authorization of Board Member Appointments, Montgomery County Parks and Recreation Board
7. Consider Authorization of Amendment of Group Healthcare Summary Plan Description for the Employees of Montgomery County Commission, County Commission
8. Consider Authorization of Bid Award to Troy Cablevision, Inc., for Private Data Network, Bid Number 51965-19B-006, Information Systems
9. Consider Authorization of Bid Award to Falls Facility Services, Inc., for Janitorial Services, Bid Number 51901-19B-007, Support Services

Personnel Action Item

10. Consider Authorization to Hire an IT Technician/Network Infrastructure at Step 3, Pay Grade A07 (\$43,533), Information Systems

General Information

11. 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
12. Copy of Letter from Presiding Circuit Judge Johnny Hardwick Fifteenth Judicial Circuit requesting **Partial Funding for a Part-Time Retired Judge** to Assist in Hearing Cases brought before the Juvenile Division of the Family Court and request for **Amendment to the Memorandum of Understanding (MOU) with the Alabama Office of Courts** concerning the Contract for the Existing Juvenile Court Referee
13. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce and Real Estate Matter

14. Copy of Letter from Executive Director Cynthia Brown with the Heritage Training & Career Center **requesting \$25,000** for the Program **(On 11/19/18, Commissioner Harris appropriated \$6,000 from his Designated Revenue Account for this program. On 4/2/18, the Commission appropriated \$10,000 from the Joint Designated Revenue Account for this program)**
15. Copy of Letter from William E. Powell with Southeastern Livestock Exposition (SLE) regarding the 2019 SLE Rodeo and Livestock Week and **requesting \$20,000** for the Event **(On 2/20/18, the Commission appropriated \$20,000 from Joint Designated Revenue for this event. On 4/3/17, the Commission approved a Budget Change Request in the Amount of \$10,000 from County Commission Appropriations for this event)**
16. Copy of Letter from Marketing/Public Relations Specialist Felicia Taylor with Alabama State University **requesting \$25,000** for the ACT Prep Academy of Academic Excellence Program
17. Copy of Brochure from Alpha Upsilon Lambda Chapter Education Foundation regarding the 23rd Annual Martin Luther King, Jr., Memorial Scholarship Breakfast **Various Sponsorships are Available. (On 1/8/18, the Commission approved a Budget Change Request in the Amount of \$2,500 from Donation Revenue for Annual MLK Breakfast)**
18. Copy of Email from Vice President and Alabama Representative Justus Armstrong with Youth Infrastructure Coalition **requesting to Meet** with the Commission concerning Interstate 14 Project
19. Copy of Information regarding the Montgomery Humane Society
20. 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)**
21. 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)
22. Copy of Schedule of Upcoming Bids/Contract Renewals for December 2018

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
DECEMBER 3, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Mr. Mike Hicks with Alliance Insurance Group – Presentation regarding Award of Request for Proposal (RFP) to Alliance Insurance Group Administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account (**Agenda Item 17**)
- 8:15 a.m. Ms. Cassandra Crosby with Crosby Drinkard Group, LLC – Presentation regarding 2019 Legislative Agenda (**Tan Paper Side Packet**)
- 8:25 a.m. Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board – Presentation regarding Fire Hydrants in the County (**General Information Item 11**)
- 8:30 a.m. Manager John W. Dorough, III, with Harmon Dennis Bradshaw – Telephone Conference regarding Group Life Insurance and AD&D Coverage Secured through John Dorough (Harmon Dennis Bradshaw, Inc.) with Lincoln at a rate of \$.150 / \$1000 of Coverage with a Three (3) Year Rate Guarantee (**Future Agenda Item 3**)
- 8:35 p.m. Managing Director Mike Dunn with STIFEL and Executive Vice President Neill Wright with Liberty Bank – Presentation regarding the Bond Issue for Funding Proposed Building Projects
- 8:40 a.m. Presiding Circuit Judge Johnny Hardwick Fifteenth Judicial Circuit – Presentation requesting Partial Funding for a Part-Time Retired Judge to Assist in Hearing Cases brought before the Juvenile Division of the Family Court and Amendment to the Memorandum of Understanding (MOU) with the Alabama Office of Courts concerning the Contract for the Existing Juvenile Court Referee (**General Information Item 12**)
- 8:50 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation requesting authorization to Hire an IT Technician/Network Infrastructure at Step 3, Pay Grade A07 (\$43,533) (**Personnel Actions Item 10**)
- 8:55 a.m. County Engineer George Speake – Presentation regarding an Agreement with the Alabama Department of Transportation regarding Resurfacing Cloverfield/Federal Road from Lowndes County Line to US-31, Project# STPAA-5117(252); MCP 51-82-17; CPMS Ref. # 100067616 and Related Resolution (**Future Agenda Item 4**)
- 9:00 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 9:10 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce and Real Estate Matter (**General Information Item 13**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn



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

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively 'Nationwide') have endorsement relationships with the National Association of Counties. More information about the endorsement relationships may be found online at www.nrsforu.com. Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17093AO (05/18)

2-1



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Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents can be found in the enclosed folder.

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest rate annually on the following schedule:

2018	2019	2020	2021	2022	2023
3.5%	3.0%	2.5%	2.0%	1.0%	0.5%

The contract's quarterly Crediting Rate¹ will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance.

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the per participant exchange and transfer limit is also increased from 20% to 40%.

The contract's quarterly Crediting Rate will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be less than under Option One. At the time of this letter, this difference is 0.1% annually, but the variance is not guaranteed to remain at this level.

3) Option Three (Default Option)

The existing balance in your current Fixed Contract will maintain the current GMIR for these existing balances only, unless otherwise agreed to by Nationwide and the Plan Sponsor. 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. This change will be effective in 2019.

Accordingly, you will need to provide direction for your participants' future allocations to replace their current Fixed allocation. Two options are available. If this option is chosen, you will also need to select a sub-option:

- A. Continue to offer Nationwide Fixed Contract. An application for a new Fixed contract is enclosed. This contract will be established with an initial Crediting Rate of 1.2% and a 0.5% GMIR.
- B. Utilize the Plan's existing Default Investment Alternative (DIA). If the Participant does not elect a new investment to replace the Fixed option, it will be treated as if no investment direction has been given and the Default Investment Alternative will be used for future contributions. Your plan's current fund lineup can be viewed online at www.nrsforu.com.

Please Note: if you do not take action, you are electing to place those participant allocations in your existing DIA. The participants will be notified of the change so that they may have the opportunity to change their allocation.

¹The Crediting Rate is the interest rate credited as an annual effective yield.



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?

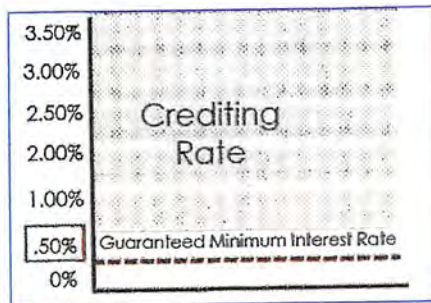
The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

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.

What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 0.5%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate. See the graphic below:



What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

The following applies to Options 1 or 2 only:

When will the change to the GMIR be effective for Options 1 and 2?

This adjustment will begin in the first quarter of 2019, meaning participants with assets invested in the fixed annuity contract will still receive their current GMIR throughout 2018. Additionally, the GMIR will step down over a period of five years, giving participants ample time to evaluate future asset allocation decisions. Please refer to the Guaranteed Minimum Interest Rate Amendment: Option Sheet for an illustration of the schedule.

What is the schedule of the GMIR step down?

2018	2019	2020	2021	2022	2023
3.5%	3.0%	2.5%	2.0%	1.0%	0.5%

Please note: reducing the GMIR may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will gradually step down the GMIR to 0.5%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the GMIR.

What is the exchange and transfer limit under Option 2?

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.

2-4



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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 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

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*.

OPTION 1

Or

OPTION 2

**REQUIRED
DOCUMENTS**

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, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

PNM-17094AO (05/18)

2-5

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.

2-6

Contract Maintenance Charge

Nationwide may deduct a Contract Maintenance Charge. The Contract Maintenance Charge is a flat dollar fee deducted from the Contract Value. If this charge is deducted by Nationwide, the amount and frequency is stated on the Contract Specifications Page. Unless otherwise agreed to by Nationwide in writing, the Contract Owner will determine how this charge is to be allocated and deducted from Participant Accounts.

Participant Account Charge

Nationwide may deduct a Participant Account Charge from each Participant Account. The Participant Account Charge is a flat-dollar fee. If this charge is deducted by Nationwide the amount and frequency is stated on the Contract Specifications Page.

Plan Expenses and Additional Service Charges

The Contract Owner may elect to have expenses associated with the Plan or fees associated with additional services provided to Participants deducted from the Contract Value. If any charges associated with such Plan expenses or additional services are deducted from the Contract Value, Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the Plan expenses or additional services to be deducted and how these deductions will be apportioned among the Participant Accounts.

Additional Expense Charges

If the Contract Owner requests Nationwide to perform additional services related to the Contract, but not specifically described herein, then Nationwide may deduct charges for such services from the Contract Value. Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the additional services described herein and how these deductions will be apportioned among the Participant Accounts.

Premium Charges

Nationwide will deduct from the Contract Value, the amount of any premium taxes levied by a state or any other government entity upon Purchase Payments received by Nationwide. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law.

3. INTEREST CREDITING UNDER THE CONTRACT

The INTEREST CREDITING UNDER THE CONTRACT section of the Contract is hereby deleted in its entirety and replaced with the following:

INTEREST CREDITING UNDER THE CONTRACT

The Contract provides an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Interest Rate which is listed on the Contract Specifications Page. Nationwide credits interest to the Contract at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfers and Exchanges to the Contract at any time.

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.

2-8

4. **PURCHASE PAYMENTS**

The PURCHASE PAYMENTS section of the Contract is hereby deleted in its entirety and replaced with the following:

PURCHASE PAYMENTS

Acceptance of Purchase Payments

Purchase Payments, representing Participant Contributions or other Plan contributions on behalf of Participants to Participant Accounts, will be made directly to Nationwide at the address listed on the Contract Specifications Page. Nationwide will only accept Purchase Payments denominated in the currency of the United States of America. Nationwide may accept Purchase Payments in another manner, such as securities in-kind subject to the following:

- (1) The Contract Owner provides advance notice to Nationwide and any specific information requested by Nationwide regarding the nature of the Purchase Payment; and
- (2) Nationwide provides its written consent to accept the Purchase Payment.

In addition, Nationwide reserves the right to discontinue accepting additional Purchase Payments at any time.

Processing of Purchase Payments

Purchase Payments will be applied to the Contract as described on the Contract Specifications Page. If the allocation of the Purchase Payment is not identified by the Contract Owner concurrently with Nationwide's receipt of the Purchase Payment or if the Purchase Payment is lacking any other supporting information reasonably necessary for Nationwide to process the Purchase Payment, Nationwide may return the Purchase Payment to the Contract Owner, without any further liability on the part of Nationwide.

Crediting and Recapture

To the extent permitted by law, Nationwide may in its discretion, credit additional amounts to the Purchase Payments. Typically, these credits are done at the request of the Contract Owner and are designed to cover expenses incurred by the Contract Owner upon leaving a previous investment provider. Nationwide anticipates recouping these expenses over time through managing of credited interest rates to take into account any additional crediting. In the event the Contract is terminated prior to recouping the costs associated with providing these credits, Nationwide will subtract the remaining unrecouped expenses associated with these credits from the Withdrawal Value.

2-9

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.

2-10

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- 1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- 2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- 3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- 4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

6. TERMINATION AND WITHDRAWALS

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

In the event Nationwide provides annuity payment options to Retired Participants, notwithstanding anything in the Contract to the contrary, including Contract termination, Nationwide will retain the assets attributable to Retired Participants that are receiving annuity payments from Nationwide.

Termination by the Contract Owner

The Contract Owner may terminate the Contract at any time by notifying Nationwide in writing. Once Nationwide 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 Nationwide'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.

2-11

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.

2-12

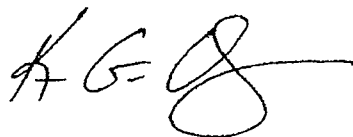
7. This Amendment is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Amendment, this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:



By: _____

By: _____

2-13



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, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

PNM-17095AO (05/18)

2-14



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)

2-15

Tammy Nix

From: John Dorough <jdorough@hdbinsurance.com>
Sent: Thursday, November 29, 2018 2:56 PM
To: Donald Mims
Cc: Tammy Nix; Melody Singleton; Danny Cox
Subject: Montgomery County Commission - Group Life renewal options - FINAL
Attachments: MCC FINAL Carrier Quote Compilation_REVISED_11_28_2018.xlsx

Donnie,

Attached please find the final options from each carrier for the 1-1-2019 Group Life insurance renewal.

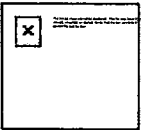
My recommendation to the County Commission would be to move the coverage to Lincoln as the new provider effective 1-1-2019. I would also recommend the 3 year rate guarantee pricing as well. I have had success in the past going to insurance carriers half way through a rate guarantee period and negotiating a rate extension. This is easier to do if we have a 3 year rate guarantee runway in case we have claims early there would be time in the second and third year for things to run better which would give me more of a leg to stand on to negotiate an extension.

I will be ready for the call Monday but will need to know what time and what number to call in to as I will be in Rhode Island.

Thanks again for this opportunity.

Feel free to call me with any thoughts or questions.

Sincerely,



John W. Dorough, III, GBDS

Manager, Individual and Employee Benefits Department

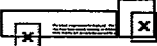
Harmon Dennis Bradshaw

7115 Halcyon Summit Drive, Montgomery, AL 36117

PO Box 241667, Montgomery, AL 36124

☎ Office Number 334.273.7277 | 📞 Cell 334.324.0325 | 📠 Fax 334.273.1009 | ✉ mailto: jdorough@hdbinsurance.com

www.hdbinsurance.com



Montgomery County Commission										
Insurance Carrier Quote List and Responses*										
For Renewal 1-1-2019										
		Group Life	Group AD&D	Combined Rate	Current Volume	Monthly Premium	Annualized Premium	Annual Increase Over Current	NOTES	
	The Standard (current)	\$0.100	\$0.015	\$0.115	\$32,499,500	\$3,737.44	\$44,849.31			
	The Standard (renewal rate)	\$0.140	\$0.015	\$0.155	\$32,499,500	\$5,037.42	\$60,449.07	\$15,599.76	2 Year Rate Guarantee	
1	Reliance Standard		Not Competitive, DTQ							
2	MetLife	\$0.158	\$0.037	\$0.195	\$32,499,500	\$6,337.40	\$76,048.83	\$31,199.52	2 Year Rate Guarantee	
3	Prudential		Not Competitive, DTQ							
4	Unum		Not Competitive, DTQ							
5	Guardian		Not Competitive, DTQ							
6	The Hartford		Not Competitive, DTQ							
7	CIGNA	\$0.145	\$0.020	\$0.165	\$32,499,500	\$5,362.42	\$64,349.01	\$19,499.70	3 Year Rate Guarantee	
8	Mutual Of Omaha		Not Competitive, DTQ							
9	Lincoln	\$0.129	\$0.015	\$0.144	\$32,499,500	\$4,679.928	\$56,159.14	\$11,309.826	2 Year Rate Guarantee	
9a	Lincoln	\$0.135	\$0.015	\$0.150	\$32,499,500	\$4,874.925	\$58,499.10	\$13,649.790	3 Year Rate Guarantee	
10	Principal		No Response							
11	SunLife	\$0.155	\$0.015	\$0.170	\$32,499,500	\$5,524.92	\$66,298.98	\$21,449.67	2 Year Rate Guarantee	

*All carriers quoted net of commission/fee

ELTON N DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

November 20, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake 11/20/2018

SUBJECT: Approval of Agreement for Resurfacing
Cloverfield/Federal Road from Lowndes County Line to US-31
Project# STPAA-5117(252), MCP 51-82-17, CPMS Ref. # 100067616

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Cloverfield/Federal Road from Lowndes County Line to US-31.

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY COMMISSION
Montgomery County**

**Project No. STPAA-5117(252)
County Project No. MCP 51-82-17
CPMS Ref# 100067616**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurface and traffic stripe on CR-24 (Cloverfield/Federal Road) from Lowndes County line to AL-3 (US-31); Length-2.955 miles; Project# STPAA-5117(252), MCP 51-82-17; CPMS Ref# 100067616;

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The project will be limited to \$571,933.94 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 571,933.94
County Funds	\$ 142,983.48

TOTAL (Incl CE&I & Indirect Cost)	\$ 714,917.42

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.
The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The COUNTY shall not solicit bids until the entire bid package (plans,

specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____

Clerk (Signature)

By: _____

As Chairman (Signature)

Type Name of Clerk

(AFFIX SEAL)

Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.

State Local Transportation Engineer

Don T. Arkle, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurface and traffic stripe on CR-24 (Cloverfield/Federal Road) from Lowndes County line to AL-3 (US-31); Length-2.955 miles; Project# STPAA-5117(252), MCP 51-82-17; CPMS Ref# 100067616;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

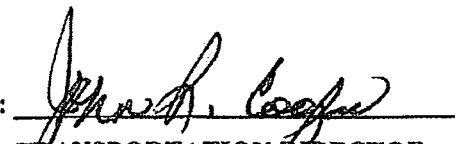
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

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 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
 District Attorney
 All others

4 year term
 6 year term
 3 year term

5-2

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 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

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



**BlueCross BlueShield
of Alabama**

October 15, 2018

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence St
Montgomery, Alabama 36104-4268

Re: Group Number(s) 97913/001
Effective Date of Change: 01/01/2018

Dear Mr. Mims:

Thank you for making Blue Cross and Blue Shield of Alabama your choice for plan benefits for your employees and their dependents.

Enclosed please find an insert for your benefit booklet that includes RENEWAL/REQUESTED changes. Upon finalization this insert should be added to your benefit booklet dated January 1, 2016.

We remind you that you are the "plan administrator" and "plan sponsor" under ERISA or other applicable law, and/or the terms of your plan. Among other things, this imposes upon your group the sole legal responsibility to (i) prepare the benefit booklet, (ii) determine whether the benefit booklet distributed to plan participants satisfies ERISA's definition of Summary Plan Description (SPD) or other applicable legal requirements, (iii) ascertain that the booklet accurately and fully describes the benefits that you intend for us to provide or administer, and (iv), distribute the booklet in a timely fashion and appropriate manner to plan participants. Nothing in our agreements with you and no actions taken by us are intended to delegate any of these responsibilities under the plan or applicable law to us.

Pending finalization of your insert (that is, a written direction from you to us telling us to publish the insert for you as written), we will administer the terms and benefits of your plan in accordance with the group enrollment agreement or application, the Administrative Services Agreement (ASA) or Financial Contract, the most recently approved benefit booklet and the enclosed draft insert, which we will treat as operative (by "operative," we mean that the insert and the booklet it amends will serve as the primary but not the sole instrument upon which we will base our administration of the plan, without regard to whether the insert is ever finalized or distributed to the plan's participants). If there is any conflict between any of the foregoing documents, we will resolve that conflict in a manner that best effectuates the intent of your group and us.

You should carefully review the insert. If the insert meets your approval, please sign this letter and either mail it to me in the enclosed envelope, or fax it to my attention at (205) 220-0397. If you have suggested changes to the document, please make them on the draft copy and mail or fax to me.

MTGY CO. COMMISSION
OCT 25 '18 PM4:26

Mr. Mims
(97913/001)
March 18, 2016
Page 2

Please call me at (205) 220-7049, or email me at Ashley.Mims@BCBSAL.ORG if you have any questions or concerns.

Sincerely,



Ashley Mims
Benefit Analyst
Benefits and Group Accounts

Enclosure

cc: Brent W. Cherry

FOR GROUP'S USE

☐ I have reviewed the enclosed insert, and wish to distribute it as written to the plan's participants in accordance with ERISA or other applicable law. I do not need you to print any additional copies of this insert at this time. I understand that, as a courtesy, you will publish copies of this insert on your website at **www.AlabamaBlue.com** where they can be accessed by me and the plan's participants.

☐ I have reviewed the enclosed insert, and wish to distribute them as written to the plan's participants. I instruct Blue Cross to print the insert as written and ship ____ [number of copies] printed copies to my group, in care of my attention.

By: _____

Title: _____

Date: _____

INSERT

Montgomery County Commission

97913/001

January 1, 2018

Attention: This insert amends the Group Healthcare Summary Plan Description for the employees of **Montgomery County Commission**
Effective **January 1, 2016**
(Print date on back cover **06/2016**)
Effective **January 1, 2018**, the following revisions are applicable:

The **Physician-Administered Drugs** sections of your benefit booklet are amended by replacing all instances with **Provider-Administered Drugs**.

The **Prime Therapeutics Specialty Pharmacy Network** sections of your benefit booklet are amended by replacing all instances with **Pharmacy Select Network**.

The **PrimeMail** sections of your benefit booklet are amended by replacing all instances with **Home Delivery Network**.

The **Preferred Health Reimbursement Arrangement (HRA)** section of your benefit booklet is deleted in its entirety.

The **Plan and Health Savings Accounts** section of your benefit booklet is deleted in its entirety.

COST SHARING

Out-of-Area Services

E. Blue Cross Blue Shield Global Core

If you are outside the United States (hereinafter "BlueCard service area"), you may be able to take advantage of Blue Cross Blue Shield Global Core when accessing covered healthcare services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if you contact the service center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts. In such cases, the hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered healthcare services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain

reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered healthcare services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the service center or online at www.bcbsglobalcore.com. If you need assistance with your claim submission, you should call the service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

HEALTH BENEFITS

Physician Benefits

Telephone and online video consultations program To enroll in the telephone and online video consultations program, go to Teladoc.com/Alabama or call 1-855-477-4549. General Medical: Telephone and online video consultations are available through Teladoc to diagnose, treat and prescribe medication (when necessary) for certain general medical issues (flu, allergies, sinus infection, sore throat, etc.) Telephone consultations are available 24 hours a day, 7 days a week. Online video consultations (where available) are offered 7 days a week, 7 a.m. to 9 p.m.	100% of the allowed amount, after a \$10 copayment per consultation	Not covered
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Physician Preventive Benefits

SERVICE OR SUPPLY	IN-NETWORK PLAN PAYS	OUT-OF-NETWORK PLAN PAYS
Routine preventive services and immunizations: See AlabamaBlue.com/preventiveservices and AlabamaBlue.com/SourceRxACAPPreventiveDrugList for a listing of the specific drugs, immunizations and preventive services or call our Customer Service Department for a paper copy of this listing Certain immunizations may also be obtained through the Pharmacy Vaccine Network. See AlabamaBlue.com/pharmacy for more information	100% of the allowed amount, no deductible or copayment	Not covered
Additional preventive services: • Urinalysis, limited to one per calendar year • Complete blood count (CBC), limited to one per calendar year • Cholesterol testing (cholesterol, HDL, LDL, VLDL, TRIG), limited to one each per calendar year • Blood glucose and A1C testing, limited to one each per calendar year	100% of the allowed amount, no deductible or copayment	Not covered

HEALTH BENEFIT EXCLUSIONS

R

The exclusion for **recreational** in paragraph R of the Health Benefit Exclusions section of your benefit booklet is deleted in its entirety and replaced with the following:

Services or expenses for **recreational** or educational therapy (except for plan-approved ABA Therapy, diabetic self-management programs, pulmonary rehabilitation programs or Phase 1 or 2 cardiac rehabilitation programs).

GENERAL INFORMATION

No Assignment

As discussed in more detail in the Claims and Appeals section of this booklet, most providers are aware of our claim filing requirements and will file claims for you. If your provider does not file your claim for you, you should call our Customer Service Department and ask for a claim form. However, regardless of who files a claim for benefits under the plan, we will not honor an assignment by you of payment of your claim to anyone. What this means is that we will pay covered benefits to you or your in-network provider (as required by our contract with your in-network provider) – even if you have assigned payment of your claim to someone else. With out-of-network providers, we may choose whether to pay you or the provider. When we pay you or your provider, this completes our obligation to you under the plan. Upon your death or incompetence, or if you are a minor, we may pay your estate, your guardian or any relative we believe is due to be paid. This, too, completes our plan obligation to you.

NOTICE OF NONDISCRIMINATION

Blue Cross and Blue Shield of Alabama complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Blue Cross and Blue Shield of Alabama:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages

If you need these services, contact our 1557 Compliance Coordinator. If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person or by mail, fax, or email at: Blue Cross and Blue Shield of Alabama, Compliance Office, 450 Riverchase Parkway East, Birmingham, Alabama 35244, Attn: 1557 Compliance Coordinator, 1-855-216-3144, 711 (TTY), 1-205-220-2984 (fax), 1557Grievance@bcbsal.org (email). If you need help filing a grievance, our 1557 Compliance Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Service, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

FOREIGN LANGUAGE ASSISTANCE

Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-216-3144 (TTY: 711).

Korean: 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-216-3144 (TTY: 711)번으로 전화해 주십시오.

Chinese: 注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-855-216-3144 (TTY: 711)

Vietnamese: CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-216-3144 (TTY: 711).

Arabic: 1-855-216-3144 انتباه: إذا كنت تتحدث العربية، توجد خدمات مساعدة فيما يتعلق باللغة، بدون تكلفة، متاحة لك. اتصل (الهاتف النصي: 711) بـ.

German: ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-216-3144 (TTY: 711).

French: ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-216-3144 (ATS: 711).

French Creole: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-216-3144 (TTY: 711).

Gujarati: ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હોય, તો ભાષા સહાયતા સેવા, તમારા માટે નિ:શુલ્ક ઉપલબ્ધ છે. 1-855-216-3144 પર કોલ કરો (TTY: 711).

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-216-3144 (TTY: 711).

Hindi: ध्यान दें: अगर आपकी भाषा हिंदी है, तो आपके लिए भाषा सहायता सेवाएँ नि:शुल्क उपलब्ध हैं। 1-855-216-3144 (TTY: 711) पर कॉल करें।

Laotian: ໂປດຄຳບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເຈັ້ງຄ່າ, ແມ່ນມີຢູ່ສຳລັບທ່ານ. ໂທ 1-855-216-3144 (TTY: 711).

Russian: ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-216-3144 (телетайп: 711).

Portuguese: ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-216-3144 (TTY: 711).

Polish: UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-216-3144 (TTY: 711).

Turkish: DİKKAT: Eğer Türkçe konuşuyor iseniz, dil yardımı hizmetlerinden ücretsiz olarak yararlanabilirsiniz. 1-855-216-3144 (TTY: 711) irtibat numaralarını arayın.

Italian: ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-216-3144 (TTY: 711).

Japanese: 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-855-216-3144
(TTY: 711) まで、お電話にてご連絡ください。

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: November 20, 2018

RE: Invitation to Bid No. 51965-19B-006
Private Data Network

Request that approval of award on the above referenced Invitation to Bid to the low bid of Troy Cablevision, Inc., in the amount of \$1,490.00 be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

Purchasing Department

Montgomery County Commission

ABSTRACT FOR BIDS: 62 Bids Emailed				BID #1		BID #2		BID #3		BID #4		BID #5	
INVITATION TO BID NO: 51965-198-006				AT & T Corp. 38 Washington Ave. Montgomery, AL 36104 Attn: Date Lunn (334)273-2108-3050 Minority Business Owned Yes X No		WideOpenWest 7887 East Bellevue Ave Englewood, CO 80111 Attn: Wiley Bishop (729)479-3500 Minority Business Owned Yes X No		Spectrum Enterprise 12405 Powerscourt Dr. St. Louis, MO 63131 Attn: Kathleen Ciccone (888)438-2427 Minority Business Owned Yes X No		Troy Cablevision, Inc. 1006 South Brundidge St. Troy, AL 36081 Attn: Jake Cowan (334)770-3338 Minority Business Owned X Yes No		Cyranet 1400 A Montlmar Dr. Mobile, AL 36609 Attn: Doug Roberts (251)308-5000 Minority Business Owned X Yes No	
DATE ISSUED: October 17, 2018													
DATE OPENED: November 8, 2018													
INFORMATION SYSTEMS													
DELIVERY DATE:				TBD									
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	Alternate #1												
	100 Mbps												
	Installation Cost	Ea	1									\$500.00	\$500.00
	Monthly Cost	Ea	2	\$450.00	\$900.00	\$600.00	\$1,200.00	\$720.00	\$1,440.00	\$495.00	\$990.00	\$488.00	\$976.00
2	Alternate #2												
	500 Mbps												
	Installation Cost	Ea	1									\$500.00	\$500.00
	Monthly Cost	Ea	2	\$650.00	\$1,300.00	\$750.00	\$1,500.00			\$595.00	\$1,190.00	\$588.00	\$1,176.00
3	Alternate #3												
	1 Gbps												
	Installation Cost	Ea	1									\$500.00	\$500.00
	Monthly Cost	Ea	2	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$1,210.00	\$2,420.00	\$745.00	\$1,490.00	\$748.00	\$1,496.00
TOTAL BID AMOUNTS													

Notes:

AT & T Corp.: Pricing is per location does not include taxes, etc.; Vendor cannot agree to dispute resolution.

Wide Open West(WOW): Monthly cost on each alternate is per site. See Exceptions

Spectrum Enterprise: Please see arbitration clause. Monthly cost does not include taxes,surcharges, and fes should any be applicable

Troy Cablevision, Inc.: Pricing is total cost for each alternate

8-2

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51965-19B-006				Coast to Coast Computer Products Inc. 4277 Valley Fair St. Simi Valley, CA 93063 Attn: Melissa Servatdoo (800)223-8890 Minority Business Owned X Yes No									
DATE ISSUED: October 17, 2018													
DATE OPENED: November 8, 2018													
INFORMATION SYSTEMS													
DELIVERY DATE:				TBD									
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	Alternate #1												
	100 Mbps												
	Installation Cost	Ea	1	\$250.00	\$250.00								
	Monthly Cost	Ea	1	\$1,200.00	\$1,200.00								
2	Alternate #2												
	500 Mbps												
	Installation Cost	Ea	1	\$250.00	\$250.00								
	Monthly Cost	Ea	1	\$1,750.00	\$1,750.00								
3	Alternate #3												
	1 Gbps												
	Installation Cost	Ea	1	\$250.00	\$250.00								
	Monthly Cost	Ea	1	\$2,318.00	\$2,318.00								
TOTAL BID AMOUNTS													

Notes:

Coast To Coast: Pricing is for both sides

8-3

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 in compliance 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.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 95 BIDS MAILED																
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:																
DELIVERY DATE:																
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5				
				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:

9-2

**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 ☐ 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 III, 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:

9.3

Interoffice Memo

To: County Commission

From: Lou Ialacci 

Cc: Donald Mims, Florence Cauthen

Date: November 27, 2018

RE: Request for Starting Salary for IT Technician/Network Infrastructure

I have selected a candidate for a vacant IT Technician/Network Infrastructure position, subject to normal employment verification procedures. The position fill was previously approved and after a lengthy search we have found an excellent candidate who has 4 years' experience in the equipment and systems currently used by the County. Commensurate with the qualifications and experience of the candidate, I need to start him at a Step 3 of the pay grade and am requesting your approval of the additional steps. The additional cost is in my budget as the previous employee was paid at a higher step.

I am requesting the Commission place this request on the next formal agenda. This will allow us to make an offer and complete the employment process as we have worked short-handed for quite some time.

Thank you for your favorable consideration.

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. COMMISS
OCT 15 '18 AM 9:23

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

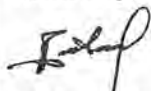
Dear Donnie,

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



JOHNNY HARDWICK
PRESIDING CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

MONTGOMERY COUNTY COURTHOUSE
P.O. Box 1667
MONTGOMERY, ALABAMA 36102
EMAIL: Johnny.Hardwick@alacourt.gov

PHONE: (334) 832-1357
FAX: (334) 832-1323

November 29, 2018

Mr Donald Mims

Administrator, Montgomery County

P O Box 1667

Montgomery, AL 36102-1667

Dear Mr. Mims,

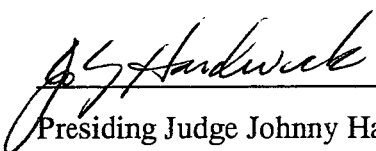
A caseload study has revealed that the Montgomery County Domestic Relations and Juvenile Court is in need of 2.5 additional Judges to handle the volume of cases filed in the court. Therefore it appears that the legislature will not create any new Judgeships for Montgomery County in the near future.

Due to the increased case load of the three Family Court Judges of the 15th Judicial Circuit, I am seeking to appoint a part-time, retired judge to assist in hearing cases brought before the Juvenile Division of the Family Court. I am suggesting that the cost of the part time judge be shared by the Administrative Office of Courts, the Montgomery County Commission the Montgomery County Department of Human Resources and the 15th Judicial Circuit. Therefore, I am requesting \$15,000.00 from the County Commission.

This request is being made in hopes that the families and children of Montgomery County can receive more expedient services as well as public safety being served in a timely manner.

Thank you for attention to this matter.

Sincerely,


Presiding Judge Johnny Hardwick



JOHNNY HARDWICK
PRESIDING CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

MONTGOMERY COUNTY COURTHOUSE
P.O. Box 1667
MONTGOMERY, ALABAMA 36102
EMAIL: Johnny.Hardwick@alacourt.gov

PHONE: (334) 832-1357
FAX: (334) 832-1323

November 29, 2018

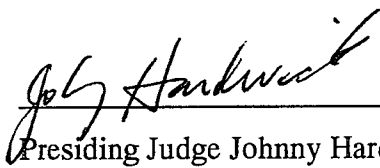
Chair Elton Dean
Co Chair Dan Harris
 Ronda Walker
 Isaiah Sankey
 Doug Singleton

Dear Montgomery County Commissioners:

I am writing to request that the Memorandum of Understanding (MOU) between the Administrative Office of Courts (AOC) and The Montgomery County Commission (see attached) be amended to redefine the duties of the Juvenile Court Referee. The present memorandum states that the Juvenile Court Referee is authorized to administer detention and shelter care hearings. In addition to those cases, we are requesting that the Juvenile court referee handle delinquency and dependency cases, except for transfers for criminal prosecution and the termination of parental rights matters. This matter was brought to my attention by legal counsel at AOC and they suggest that we request an amendment to the move.

Thank you for your assistance in this matter.

Sincerely,



Presiding Judge Johnny Hardwick



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (**not to exceed a gross salary amount of \$51,621.60**) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$39.76 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning October 1, 2018 and ending September 30, 2019.

II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

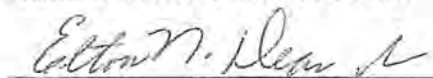
III. AOC will invoice the Commission at the end of each quarter in FY 2019 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorers, AOC Accountant. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Jennifer Moorers, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:

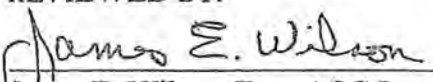

Randy Helms, ADC
Administrative Office of Courts

9/26/18
Date


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

10/15/18
Date

REVIEWED BY:


James E. Wilson, Esq., AOC Legal Division

9/26/2018
Date

MONTGOMERY
AREA CHAMBER OF COMMERCE

November 29, 2018

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

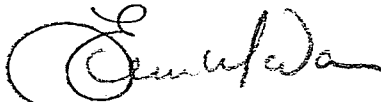
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday December 3, 2018 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) 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,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE RIVER REGION.

13-1



Heritage Training & Career Center

2249 Congressman W. L. Dickinson Dr. ● Montgomery, AL 36109 ● (334) 260-6161

November 27, 2018

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

Dear Commissioner Dean:

On behalf of the Board of Directors, staff and participants we wish to take this opportunity to thank Montgomery County Commission for the generous grant 2018. By providing us these funds you assisted us in achieving the following successful outcomes: We served over 105 participants; we were able to secure 70+ jobs for unemployed low-income residents in Montgomery County alone, eight (8) adults with families attained their GED Certification, we transported more than 15 clients monthly to and from work and training and we rehabbed more than 40 homes in the City of Montgomery in the past two years. It is almost impossible to measure the importance and outcomes of blight removal. Many older adults prefer to remain in their own homes as they age and adjust their homes to meet their needs over time. The housing program has been especially effective for older adults and has allowed them to meet the challenges of chronic illnesses and physical limitations.

We are requesting \$25,000.00 to assist us in year 2019. It is through agency partnerships like yours and mine that we are able to continue providing these services to the many, many citizens in Montgomery County that are in need of manpower training, support services to become self-sufficient and housing repair opportunities to help sustain homes for the elderly and less fortunate.

If additional information is needed, please contact us at (334) 260-6161.

Sincerely yours,

Cynthia Brown
Executive Director



SOUTHEASTERN LIVESTOCK EXPOSITION

201 S Bainbridge Street • Montgomery, AL 36104 • 334/265-1867

www.bamabeef.org

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Marion Junction, AL

President - Elect

Randy Davis
Elmore, AL

Vice President

Frank Ellis
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J Lee Alley
LD Fitzpatrick
Tim Coe
*Nealy Barrett
Camp Powers
Bob Helms
Thomas Ellis
Walter Crim

*Deceased

Commissioner Ronda Walker
Montgomery County Commission
100 S. Lawrence St.
Montgomery, AL 36104

November 12, 2018

Dear Commissioner Walker:

We really appreciate the Montgomery County Commission being one of our longtime sponsors for the annual Southeastern Livestock Exposition (SLE) Rodeo and Livestock Week. This is the largest livestock event in the state and we are pleased to continue bringing it to the Capital City.

Because of sponsors like you we have expanded the event to encompass 10 days which bring 20,000 fans, exhibitors and parents to Montgomery from throughout the state and even surrounding states. We have added the following events to the JBE and Rodeo:

- March 7 – 150 youth and coaches representing 27 high school and seven collegiate teams, competed.
- March 8-10 – National Barrel Horse Association Competition: This three-day event brought 800 teams of competitors.
- March 9-10 – Alabama High School Rodeo: This event brought 175 participants and families. Each youth received a \$100 scholarship.
- March 16 – Youth Awards Luncheon with 400 folks attending.

MTGV CO. COMMISSIONER
NOV 13 '18 AM 9:19

15-1

Rec'd - Ronda Walker

The activities start on March 6th and conclude on March 16th. The SLE Rodeo along with the Junior Beef Expo dates for 2018 are March 14 - 11.

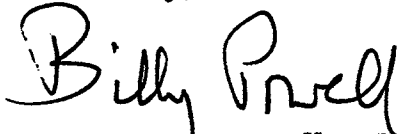
The SLE is extremely pleased to bring the top Professional Rodeo Cowboy Association rodeo (the major leagues of rodeo) in the southeast to Montgomery. Our stock contractor and rodeo producer, Jerry Nelson, Frontier Rodeo Company, is the best in North America as evident by him being named PRCA Stock Contractor of the Year for 2015, 2016 and 2017. This means there will be more world champion athletes in town for our rodeo than for any other event. In fact, 14 cowboys who won money in our March rodeo, competed in Las Vegas for the National Finals Rodeo.

The SLE is requesting \$20,000 from the County Commission to help sponsor the SLE Rodeo and Livestock Week. This sponsorship will help promote the livestock week and increase the number of young people and their families and rodeo fans who come from across Alabama to Montgomery to participate. This event fills hotels all over town as well as restaurants and fast food venues. The livestock shows bring many large vehicles like pickups, trucks with trailers that will use a lot of gas. Additionally, this sponsorship will provide part of the premium money for the young people who are exhibiting cattle and horses during this week-long event.

With your continued support we will be able to increase the \$3 million economic impact on the county by bringing thousands of folks to Montgomery County.

It is because of support from the County Commission that we can produce and expand this big event. Thank you for your consideration. I look forward to hearing from you at your earliest convenience.

Sincerely,



William E. Powell, III, PhD

WEP: med

Enclosure

cc: Chairman Elton Dean

✓Administrator Donnie Mims

SLE Officers

Alabama State University

Division of Continuing Education
32 Commerce Street
Montgomery, AL 36104

November 15, 2018

Montgomery County Commission
Commission Chairman Elton Dean & County Commissioners
P.O. Box 1667
Montgomery, Alabama 36102

Dear Commissioners,

Alabama State University's Division of Continuing Education is happy to inform you of our **ACT Prep Academy Of Academic Excellence**. The project ensures academic success for all students through a supplementary enhanced program, a valued added method to ensure positive results and make an impact on academic learning.

The classes will take place at our **32 Commerce Street location of Alabama State University** in downtown Montgomery, across from the Montgomery Chamber of Commerce every Tuesday, Thursday and Saturday. We are equipped with 12 classrooms, two computer labs, conference room and breakroom area in a very safe and secure building for the students to prepare for their ACT studies.

In addition, we will host a Pre-Registration Orientation in January 2019. The Orientation will also introduce instructors and allow them to give an overview of their class plans. Additionally, this is when we find some parents needing assistance with their child and/or children so they have the same educational opportunities as other students. We would like to thank you for your support during our youth college in the amount of **\$19,995.00** and because of that sponsorship **50** youth from your various districts had an opportunity to experience summer fun and learning on a college campus through our **Summer Kids Youth College Adventure Program (SKYCAP)**.

As a result of this new program, we need your help financially for our low-income parents that are interested in our **ACT Prep Academy Of Academic Excellence**. We are asking if the Commission as a whole would please consider a sponsorship of at least but not limited to **\$25,000.00** for youth that might otherwise not have this opportunity to enter college.

Thank you so very much for helping us in our endeavor to empower our students with knowledge. We strive hard to help students prepare for the next level in education.

Respectfully,

Felicia Taylor

Marketing/Public Relations Specialist
Division of Continuing Education
Alabama State University

Powered By: ASU'S Division of Continuing Education

www.alasu.edu/continuingeducation or call 334-229-4686

16-1

Alpha Upsilon Lambda Chapter Educational Foundation

23rd Annual Martin Luther King, Jr. Memorial Scholarship Breakfast

Saturday, January 19, 2019 at 8:00 a.m.
The Renaissance Montgomery
201 Tallapoosa Street
Montgomery, Alabama 36104



Corporate Sponsorships



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

October 7, 2018

Dear Sir or Madam,

Alpha Upsilon Lambda Chapter invites you to become a Sponsor for the 23rd Annual Martin Luther King, Jr. (MLK) Memorial Scholarship Breakfast. The Breakfast will be held on Saturday, January 19, 2019 at 8:00 am at the Renaissance Montgomery Hotel & SPA at the Convention Center, 201 Tallapoosa Street, Montgomery Alabama.

The purpose of the Breakfast is to:

- a. Continue the tradition of raising "Dollars for College Scholars."
- b. Pay tribute to the late Dr. Martin Luther King, Jr., our fraternity brother.
- c. Recognize Montgomery area citizens as "King Legacy Advocates"

Founded on December 4, 1906 at Cornell University in Ithaca, New York, Alpha Phi Alpha Fraternity, Inc. has continued to supply voice and vision to the struggle of African Americans and people of color around the world. The fraternity has long stood at the forefront of the African-American community's fight for civil rights, through Alpha men such as Martin Luther King Jr., Adam Clayton Powell, Thurgood Marshall, Andrew Young, Edward Brooke and Cornel West. The fraternity through its college and alumni chapters serves the community through nearly a thousand chapters in the United States, Europe and the Caribbean. Founded in 1932, the Alpha Upsilon Lambda Chapter of Alpha Phi Alpha has supported scholarship recipients who have attended more than 50 colleges and universities throughout the country. Please review the enclosed pamphlet, Alpha Dollars for Scholars Program, for more complete information about our scholarship program.

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

17-2



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

Please review the enclosed sponsor package and indicate the level of support towards our program. Thank you for your support in the community. You may contact me at 334.294.6316 or email aulalphamedia@gmail.com. Our mailing address is listed below:

Alpha Upsilon Lambda Chapter Educational Foundation
MLK Memorial Scholarship Breakfast
P. O. Box 6058, Montgomery, AL 36106
ATTN: Corporate Sponsor Committee

Sincerely,

Akili Harris
Corporate Sponsor Committee Chairman

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

17-3



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

Purpose: Alpha Upsilon Lambda Education Foundation is organized for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501 (c) 3 of the internal Revenue Code, or corresponding section of any tax codes.

Governance: The Foundation is governed by an independent Board of Directors. The Board members have the duty to exercise reasonable care in making decisions on behalf of the Foundation, within the scope of their individual and collective authority as outlined in the Foundation's Article of Incorporation; Bylaws, as amended; and other applicable documents.

Approved Programs and Organizations: Following is a list of Board - approved programs and organization for funds distribution. The Board, at its discretion, may from time to time modify and/or amend this list.

Scholarship Programs

- Felix James Scholarship
- Harrison F. DeShield Jr. Scholarship
- Martin Luther King Jr. Legacy Award Scholarship
- Charles Price Scholarship
- Percy L. Blackmon Scholarship

Community- Based Organization, Programs and Projects

- American Cancer Society
- Big Brothers/Big Sisters
- Boy Scouts of America
- Cleveland Avenue YMCA
- Education Program ("Go to High School, Go to College")
- Family Guidance Center
- Head Start (Fatherhood Program)
- March of Dimes
- National Association for the Advancement of Colored People ("NAACP")
- Pan-Hellenic Council
- Project Alpha
- Voter Registration Program ("A Voteless People is a Hopeless People")
- Relay for Life

Collection and Distribution of Funds

The Foundation's activities in accomplishing its goal is primarily derive from distribution of funds generated from fundraising activities; and the volunteering of time and expertise by the Foundation and

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

17-4



ALPHA PHI ALPHA FRATERNITY, INC.

Alpha Upsilon Lambda Chapter

P.O. Box 6058

Montgomery, AL. 36106-6058

(334) 834-0042

fraternity members to exempt organizations such as, but not limited, The Boys Scouts, YMCA, religious organizations that have established programs in tutoring, mentoring, youth development, elimination of illiteracy and juvenile delinquency prevention. This equates to 20%.

Eighty percent (80%) of the funds generated will be distributed by the Foundation in the form of college scholarship to high school seniors

Distributions by the Foundation will only be made to entities exempt under Code section 501 (c) 3. Entities to which the Foundation will make a distribution will be required to produce documentation of their IRS exempt status.

Since 1997, Alpha Upsilon Lambda has sponsored the annual Martin Luther King Jr., Memorial Breakfast in honor of our late/great fraternity brother. Proceeds have enabled the fraternity to provide financial assistance to more than 120 students.

The average college graduate enters the job market with a \$30,000 loan. In recognition of the awesome financial burden families must endure, the fraternity has expanded the scholarship program to the following categories:

1. Martin Luther King, Jr. (MLK) Scholarships: For prospective college and university students who have outstanding high school academic, civic and social records.
2. MLK Continuing Scholarships: For previously selected MLK scholars who establish outstanding records during their first year in college.
3. Harrison DeShields, Jr., Scholarship: For graduate students. Matching funds are provided by the DeShields family and friends.
4. Felix James Scholarship: For Alabama State University teacher education majors. Matching funds are provided by the James Family and friends.
5. Charles Price Scholarship: For high school graduates who have the potential of demonstrating the tenets espoused by Judge Charles Price. Matching funds are provided by the Price family and friends.
6. Percy L. Blackmon Scholarship: This is a new \$1,000 annual scholarship in honor of the late Percy L. Blackmon, Jr., who graduated with honors from Alcorn State University with a degree in Mathematics, and obtained a Master's in Public Administration from Auburn University Montgomery. In 2009, he retired as a Colonel from the United States Army National Guard after 37 years of service. In 2010 after 39 years of service, he retired as the District Manager of the Social Security Administration in Selma, AL.

Charter Members

H. Councill Trenholm, C. Johnson Dunn, J. Garrick Hardy, Albert E. Fewes, Nathan E. Langford, Augustus Frazier, William O. Nixon, G. Hubert Lockhart, Rufus A. Lewis

175



**Alpha Upsilon Lambda Chapter
Educational Foundation
23rd Annual Martin Luther King, Jr.
Memorial Scholarship Breakfast**

Corporate Sponsorship Levels

Saturday, January 19, 2019 at 8:00 a.m.
The Renaissance Montgomery Hotel & SPA at the Convention Center
201 Tallapoosa Street, Montgomery, Alabama 36104

PLATINUM SPONSOR (\$10,000)

- ☐ Second Tier Seating at the dais (2 seats)
- ☐ Sponsored Youth Table (1 table in a prominent section)
- ☐ Vendor table
- ☐ Advertising at targeted events with Alpha Phi Alpha Fraternity, Inc.
 - o Relay for Life
 - o March of Dimes
 - o American Cancer Society
 - o Boy Scouts
 - o Project Alpha
- ☐ Full page color ad in the program booklet
- ☐ Reserved Corporate Table [1 table (10 seats) in a prominent section]
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter (Monthly for one year)
- ☐ Logo placement on Chapter and Foundation websites (For one year)
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

DIAMOND SPONSOR (\$5,000)

- ☐ Second Tier Seating at the dais (2 seats)
- ☐ Sponsored Youth Table (1 table in a prominent section)
- ☐ Vendor table
- ☐ Full page color ad in the program booklet
- ☐ Reserved Corporate Table [1 table (10 seats) in a prominent section]
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter (Monthly for one year)
- ☐ Logo placement on Chapter and Foundation websites (For one year)
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

All contributions payable to:
Alpha Upsilon Lambda Chapter Educational Foundation,
A 501 (c) (3) organization: ID 42-1548409

**If interested, contact Akili Harris, Corporate Sponsor Committee Chairman at
334.294.6316 or aulalphamedia@gmail.com**

17-6



**Alpha Upsilon Lambda Chapter
Educational Foundation
23rd Annual Martin Luther King, Jr.
Memorial Scholarship Breakfast**

GOLD SPONSOR (\$2,500)

- ☐ Vendor table
- ☐ Full page color ad in the program booklet
- ☐ Reserved Corporate Table [1 table (10 seats) in a prominent section]
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter
- ☐ Logo placement on Chapter and Foundation websites
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

SILVER SPONSOR (\$1,000)

- ☐ Half page ad in the program booklet
- ☐ Five Seats at a Reserved Corporate Table in a prominent section
- ☐ Recognition and Presentation during the Program
- ☐ Recognition on signage (Easels) at the entrance of the breakfast
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter
- ☐ Logo placement on Chapter and Foundation websites
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

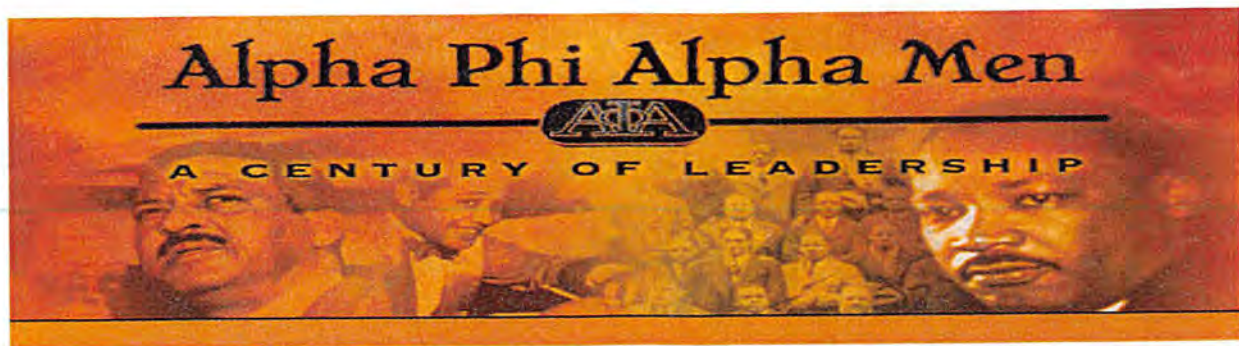
JEWEL SPONSOR (\$700)

- ☐ Quarter page color ad in the program booklet
- ☐ Three Seats at a Reserved Corporate Table in a prominent section
- ☐ Recognition and Presentation during the Program
- ☐ Recognition with company name and/or logo in press releases
- ☐ Recognition in the Chapter's Newsletter
- ☐ Logo placement on Chapter and Foundation websites
- ☐ Corporate Sponsor reception before the breakfast (refreshments, photos, networking)

*All contributions payable to:
Alpha Upsilon Lambda Chapter Educational Foundation,
A 501 (c) (3) organization: ID 42-1548409*

**If interested, contact Akili Harris, Corporate Sponsor Committee Chairman at
334.294.6316 or aulalphamedia@gmail.com**

17-7



PAST LEGACY AWARD RECIPIENTS

Judge Charles Price – Government Service
Attorney Charles Langford - Government Service
Mr. Gregory Calhoun – Business Service
Dr. Laurie Weil – Community Service
Rev. Edward Nettles – Religion
Mr. Mike Jenkins - Government Service
Mrs. Lynn Bershear – Community Service
Dr. Paul R. Hubbert – Education
Mrs. Johnnie R. Carr – Humanitarian
Mrs. Martha Hawkins – Business
Attorney Jere Beasley – Humanitarian
Dr. John Ed Mathison – Religion
Brigadier General Edward Crowell –Government Service
Ellen Brooks – Government Service
Rev. Robert Graetz – Religion
“Enough is Enough Stop the Violence Campaign” Freewill Baptist Church – Community Service
Dr. Richard Bailey – Community Service
Leadership Montgomery – Community Service



Alpha Upsilon Lambda Chapter Educational Foundation

23rd Annual Martin Luther King, Jr. Memorial Scholarship Breakfast

CORPORATE SPONSOR COMMITMENT FORM

_____ Yes, we agree to be a sponsor to the Twenty-third Annual Martin Luther King, Jr. Memorial Scholarship Breakfast. (Please type or print)

Organization: _____

Address: _____

Telephone Number: () _____ Fax Number: () _____

Email: _____

Contact Name: _____

Sponsor Level: *(check one)* _____ PLATINUM SPONSOR (\$10,000)

_____ DIAMOND SPONSOR (\$5,000)

_____ GOLD SPONSOR (\$2,500)

_____ SILVER SPONSOR (\$1,000)

_____ JEWEL SPONSOR (\$700)

Authorized Signature

Print Name

Date

Please make check payable to: Alpha Upsilon Lambda Chapter Educational Foundation, a 501(c) (3) organization: EIN 42-1548409 and Mail to:

Alpha Upsilon Lambda Chapter Educational Foundation
Martin Luther King, Jr. Memorial Scholarship Breakfast
P. O. Box 6058
Montgomery, AL 36106
ATTN: Akili Harris
Corporate Sponsorship Chairman
334.294.6316 aulalphamedia@gmail.com

17-9



17-11

**Alpha Upsilon Lambda Chapter Educational Foundational
Martin Luther King, Jr. Memorial Scholarship Breakfast
P. O. Box 6058
Montgomery, AL 36106**

**Akili Harris
Corporate Sponsorship Chairman
334.294.6316 aulalphamedia@gmail.com**

Tammy Nix

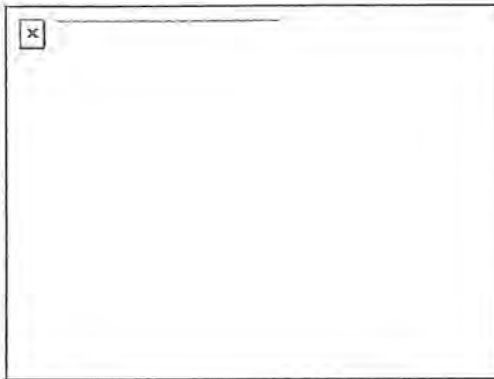
From: Justus Armstrong <jarmstrong@my14.org>
Sent: Wednesday, November 14, 2018 5:04 PM
To: Doug Singleton
Cc: Tammy Nix; Donald Mims
Subject: Interstate 14 Fact Sheets and Map
Attachments: AL Fact Sheet .pdf; Montgomery Outer Loop: I14 map.pdf

Good afternoon Commissioner Singleton,

I hope you have received my previous email regarding a possible presentation to the commission. I wanted to follow up by giving you our Alabama Fact Sheet and proposed route map of Interstate 14 through Montgomery County. These are very useful for looking over the project. I hope to hear from the commission soon about this great project.

Here is the link to our informational video as well:
<https://www.youtube.com/watch?v=2ppGSiXEA2w>

Thank you!



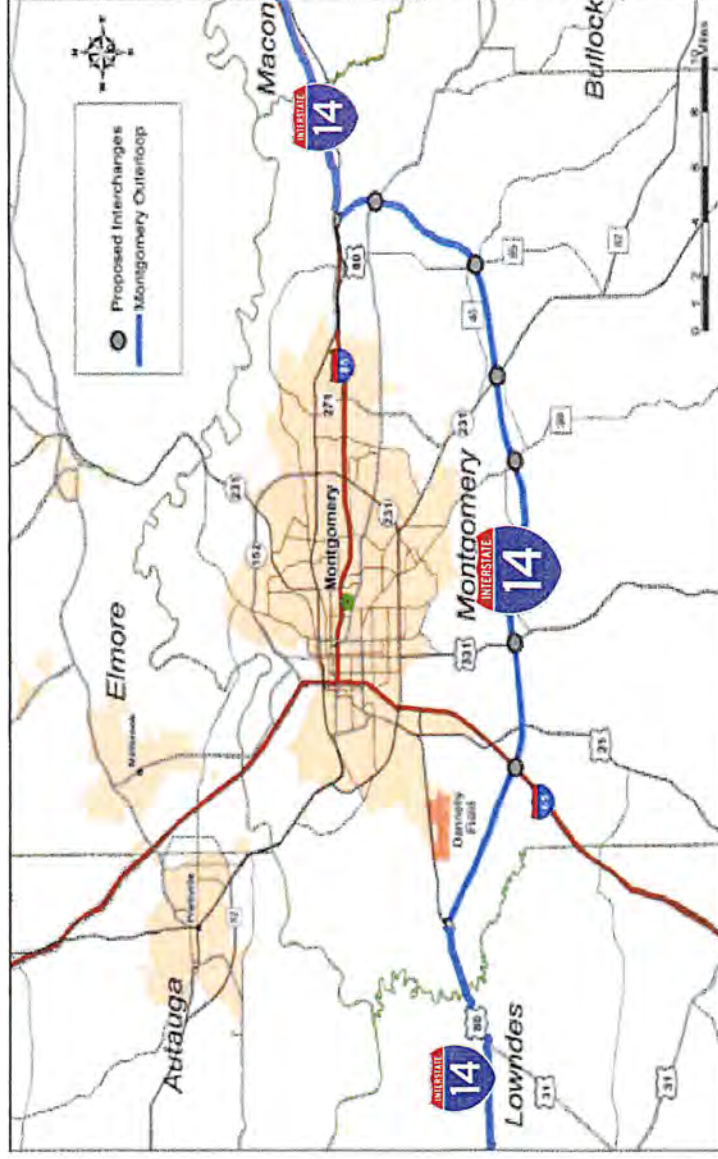
Youth Infrastructure Coalition - My14

www.youtube.com

Learn more about this project and who the Youth Infrastructure Coalition is by going to our website!
<https://my14.org> Sign our petition to show your support!
<https://my14.org/petition> Interstate 14 is a proposed highway that when completed will run from West Texas to Augusta, GA. This video takes a macroscopic look at the transforming impacts ...

Justus Armstrong
Vice President and Alabama Representative
Youth Infrastructure Coalition
m: 706-992-5208
a: P.O Box 57, Columbus, GA, 31902
w: my14.org e: jarmstrong@my14.org

Interstate 14 Route Through Montgomery County



Interstate 14 Route Facts

- East side of the route will pass along Interstate 85 until joining with the Montgomery Outer Loop
- Montgomery Outer Loop/ Interstate 14 will alleviate traffic in the heart of Montgomery with an interstate standard roadway
- West side of the route crosses Interstate 65 and gives drivers another roadway to use
- Uses existing Highway 80 to continue across the state

Interstate 14

“Alabama’s Interstate”



Visit my14.org/video for a quick synopsis of this information.

Summary:

- I-14 will begin in west Texas (I-10) and end in Augusta, GA (I-20).
- Alabama section can begin along US 84 or US 80, connect to I-65 leading to Montgomery, connect to I-85 leading east, and finally connect to US 80 again or US 280 leading to Phenix City, AL.
- Numerous alternative paths are available with differing costs which means choice in budgeting and route.
- The first portion officially opened on January 26, 2017 in Killeen, TX and Fort Hood.
- I-14 Texas was Congressionally designated and is currently being built in segments.
- On January 29, 2018 members of Congress from Texas, Louisiana, and Mississippi created a congressional caucus to promote the expansion of Interstate 14 and to introduce the necessary legislation to authorize that expansion.
- Little is being done in the Eastern Corridor, Alabama and Georgia.
- Places not connected to an interstate tend to be isolated.
- Middle and Southern Alabama lack the vital growth northern Alabama has been experiencing.

Benefits of I-14:

Interstate Connection:

- I-14 will connect a significant number of military installations, seaports, major cities, and large highways to each other.
- I-14 will be a major infrastructure improvement preparing AL cities along the I-14 route for future growth. Unlike Birmingham—a city constantly trying to improve their highways to accommodate day-to-day commuter traffic—these cities will be ready because I-14 will provide an excellent east-west passage for commuters, most of it built using Federal funds.
- Middle and southern AL cities will become thru-way cities and more accessible destination cities.
- In AL, I-14 intersects other interstates and many other major highways
- Currently, east/west travel in the South is primarily along I-10 and I-20. I-14 would provide an alternative route reducing congestion in cities along these other
- I-14 will connect rural communities to cities and to one another making travel easier and aiding medical facilities in rural areas in their struggle for survival.

Strategic Military Impact:

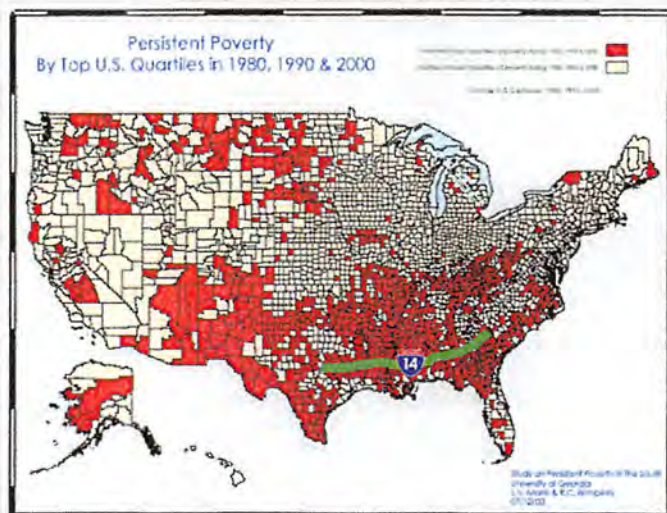
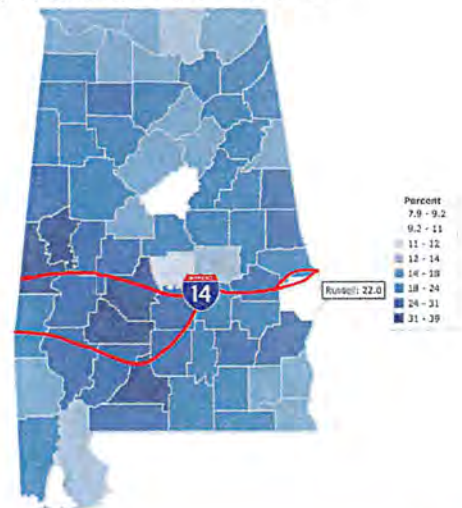
- I-14, the "Forts to Ports" interstate, will connect numerous military installations facilitating rapid deployment and enhancing training opportunities.
- In Alabama, it will connect: Maxwell Gunter Air Force Base, Fort Rucker Army Base, and Mobile's port and Coast Guard Training Base will be more easily accessible.
- Because of the advantages to the military, the Department of Defense should support I-14, helping fight for funding



Enhanced Economic Development:

- The areas through which I-14 will run are stricken with persistent poverty. Like the 14th Amendment provides equal rights to all citizens, the interstate will relieve those suffering from poverty by providing economic opportunity, thus one of its nicknames—the "14th Amendment Highway."

Poverty by County Map of Alabama



- It will provide these opportunities through multiple forms of business development.

400 jobs created
...picked the site near I-20...

Georgia
Macon/Bibb Co.
300 Jobs Created
...northwest Meriwether County
off Interstate 89...

"Location, Location
Many jobs are coming...Macon's
location and transportation network.
Interstate 75 links...I-16 to Savannah
and its world-class seaport."

Arkansas Democrat-Gazette
Trucker moving HQ to I-30, Miller County
"...build \$10 million HQ on I-30..."
"...considered many locations along Interstate
30..."

Phenix longs to cash in on auto
actual figures in 1997 of existing auto sales
as a percentage of
population
...a number of California's top auto sales and repair shops
are in the area...

...would employ at
least 2,000 people
West Point, Ga., and
Lanett, Ala., both
situated off Interstate
85 about 45 minutes
north of Columbus

The Birmingham News
Truck assembly plant great news
"...purchases plant
near I-59..."
"...will eventually
employ 1,000..."

18-4

- **Travel Related Businesses** will benefit from the influx of consumers
- **Manufacturing Businesses** will be encouraged to locate near the interstate. They will be better connected to the rest of the country, making it easier ship products.
- **Agriculture Businesses** will be able to carry their perishable goods to market quicker, and migrant workers will be able to travel from farm to farm more efficiently.
- **Construction Firms** will directly benefit from the construction work and maintenance of interstate.

Why Now?:

- So much growth is happening in Alabama and I-14 would only amplify this trend.
- National agenda includes significant spending on Infrastructure, some of which should be earmarked for I-14 development.
 - Since the Tax Bill passed, next on the list is infrastructure.
- Much of the infrastructure along the route is already in place, i.e. US 80, I-65, and I-85. (Obviously, some of it needs to be modified to meet interstate standards.)
- A huge downside to the interstate system when it was initially developed was the impact it had on pre-existing communities; however, in the largest cities I-14 goes through, this issue is moot because limited access highways already largely exist:
 - Phenix City: JR Allen Pkwy. (Hwy 80)
 - Montgomery: I-65 and I-85
- Because a part of I-14 lies on High Priority Corridors—stretches of highway Congressionally designated as needing improvement—these sections are at the top of the spending priority list. (One of these is Highway 80.)

Why build It?:

- We are facing many transportation issues —traffic jams, bottle necks, lack of highway— I-14 would be a means to resolve several these issues for many communities.
- Alabama has a proven, positive track record with highway projects!
- There is nothing to lose with this interstate, but much to gain



What Needs to be Done:

- Have the legislature create a resolution advocating for the support of I-14 through Alabama.
- Determine which route to construct from suggested alternatives.
- Have the ALDOT designate portions of route already built to interstate standards and designate those areas as "I-14."
- Publicize the project in municipalities along the I-14 route to gain their support for the interstate.
- Encourage the proper local, state, and federal officials to allocate funding.



DOT Study:

https://www.fhwa.dot.gov/planning/section_1927/14th_amendment_highway/report_to_congress/report01.cfm

Information gathered and sponsored by the Youth Infrastructure Coalition. Please contact YIC at youthinfrastructurecoalition@gmail.com or at 706-992-5208 or with any questions or requests for supplemental material.

If you would like to make a financial contribution to this cause, you can give online or by mail through the the Community Foundation of the Chattahoochee Valley, Inc. The Youth Infrastructure Coalition Fund is a component fund of the Community Foundation of the Chattahoochee Valley, Inc. All donations to the fund are subject to the Policies and Procedures of the Community Foundation. To give online, please visit <http://www.cfcv.com/Giving-Through-Us/Give-Today> and select "**Youth Infrastructure Coalition Fund.**" By mail, send checks or cash to 1340 13th St. Columbus, Ga. 31901. Please make checks payable to the "**Youth Infrastructure Coalition Fund of the CFCV.**" Thank you for your support!



@YouthInfrastructureCoalition



@YICofUSA



Youth Infrastructure Coalition



My14.org

5
18-7

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

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.)

erty in the animal, or who
his care, or acts as its
on or about any premises

nd associations.

inment under the direct
ensed veterinarian for a
exposure, or as otherwise

an as defined in Section
ealth and approved by the
ts 1990, No. 90-530, p. 816,

icate; validity; to whom

immunized for rabies as
at to be immunized by the
y duly licensed veterinar-
e and annually thereafter.
rinted certificate furnished
c Health, upon which shall
t; its age, color, sex, breed,
ldress of the owner; the lot
irus, inactivated virus); the
ne injected; and a serially
r as that of the certificate.
the person authorized to
g with the provisions of this
nauthorized to administer
al copy of the certificate
of the dog or cat immunized,
e copy to be retained by the
all be valid for a period of
unized under this chapter.
ee years after date of issu-

rovisions of this chapter for
barter, or exchange animal
intended for human use, to
ts 1990, No. 90-530, p. 816,

ization a sum established by
the State Veterinarian, and

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

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

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

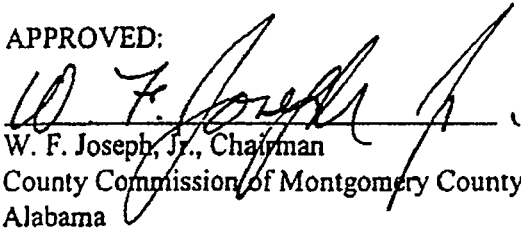
WHEREAS, §3-1-5 reads as follows:

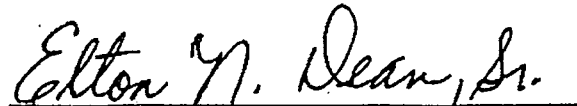
(a) Every person owning or having in charge any dog or dogs shall at all times confine such dog or dogs to the limits of his own premises or the premises on which such dog or dogs is or are regularly kept. Nothing in this section shall prevent the owner of any dog or dogs or other person or persons having 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.

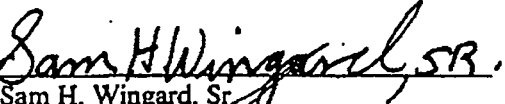
(b) This section shall not apply to the running at large of any dog or dogs within the corporate limits of any city or town in this state that requires a license tag to be kept on dogs nor shall this section apply in any county in this state until the same has been adopted by the county commission of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

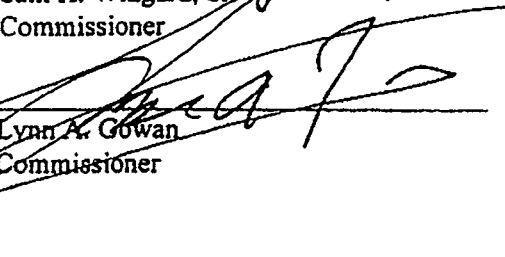
APPROVED:


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


Elton N. Dean, Sr.
Commissioner


Sam H. Wingard, Sr.
Commissioner


Alex Williams, Jr.
Commissioner

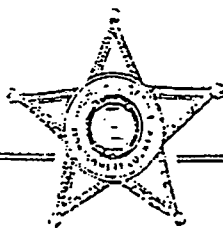

Lynn A. Gowan
Commissioner

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



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 *DM*
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

2003 OCT 29 P 4:55

MONTGOMERY COUNTY
COMMISSION

19-8

4-1.

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:

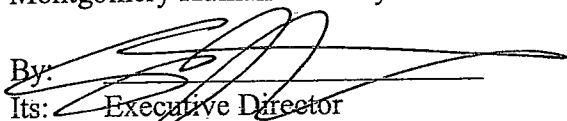
The County agrees to pay the Montgomery Humane Society the sum of five-hundred-thousand dollars (\$500,000.00).

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.

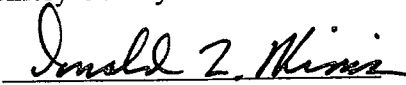
IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the 1st day of October, 2018.

Montgomery Humane Society

By: 

Its: Executive Director
1150 John Overton Drive
Montgomery, AL 36110

Montgomery County Commission

By: 

Its: County Administrator
P.O. Box 1667
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.



MTGW CO. COMMISSION
OCT 10 '18 4:18:20

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)	4,466
(County/City)	

19-10



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,

A handwritten signature in black ink, appearing to read 'Junie J. Pierce, III', is written over the typed name.

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

19-11

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:

Quantity:

19-12



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

Bid Proposal

Date	Estimate #
6/27/2018	19053

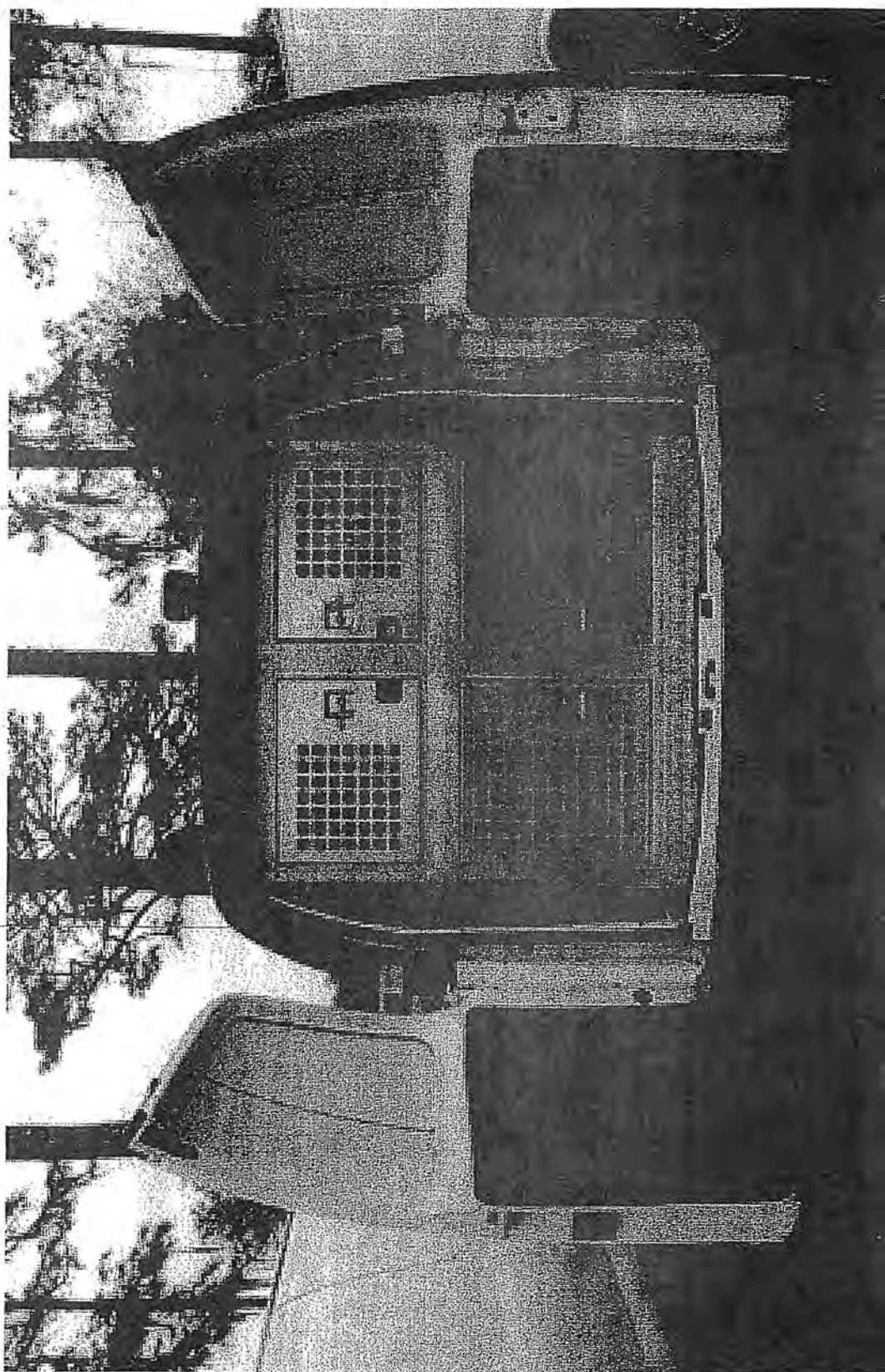
Name / Address
Montgomery Humane Society Robert Bryant 1150 John Overton Drive Montgomery AL 36110 334-409-0622

Ship To
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		



19-14



19-15

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)

19-16

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

19-17

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)

19-18

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)

19-19

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

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.

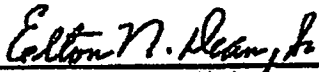
3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent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

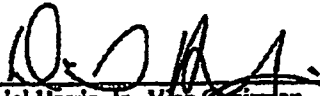
4. Said retainer shall cover the following which shall not be subject to hourly billing:

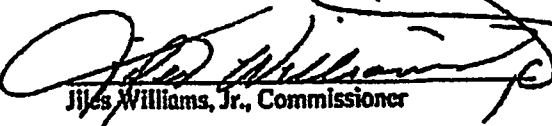
- a. Top priority given to the legal needs of Montgomery County;
- b. Attendance at Montgomery County Commission meetings;
- c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;
- d. Any and all delivery of documents to the county and/or 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.

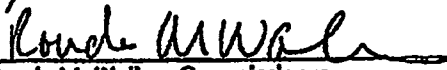


20-3


Elton N. Dean, Sr., Chairman


Daniel Harris, Jr., Vice Chairman


Jiles Williams, Jr., Commissioner


Ronda M. Walker, Commissioner


Andrew D. Hall, Commissioner

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 
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

20-5



MONTGOMERY
AIRPORT AUTHORITY

MTGY CO. COMMISSION
OCT 10 '18 AM 9:11

CHAIRWOMAN
Tammy Knight-Fleming

VICE CHAIRMAN
Conwell Hooper

SECRETARY/TREASURER
Larry Dixon

DIRECTORS
Greg Calhoun
Robert Gould
Barrie Harmon
Jerry Kyser
Chester Mallory
Sandra Nickel

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 Runway 3-21 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

21-1

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 *plm*
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/tm

- 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

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>DEC</u>						
	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
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.		Dec. 31, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services		Dec. 31, 2018

22-1