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VICE CHAIRMAN

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ISAIAH SANKEY
DOUG SINGLETON



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March 1, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLm*
County Administrator

SUBJECT: Information pertaining to the March 5, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, March 5, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

I will be on vacation starting Monday, March 12, 2018 and will return on Tuesday, March 20, 2018.

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

1. County Commission Information Session Schedule for March 5, 2018

Waived Rules Items to Consider for Monday, March 5, 2018

2. Consider Authorization of Resolution Approving Relocation of Polling Place in Precinct 501, Montgomery County Commission District Five Represented by County Commissioner Doug Singleton, County Commission
3. Consider Authorization of Final Pay Application from Pierce Roofing, Inc., for the Scott Street Parking Deck Roof Renovations, County Commission

Items to Consider for the Monday, March 19, 2018 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Amendment Number 3 to Contract with Keefe Commissary Network, LLC, regarding a Ninety (90) Day Extension, beginning April 3, 2018 and ending on July 2, 2018, for Commissary and Trust Fund Management, Contract Number 52200-14B-024, Sheriff's Office

5. Consider Authorization of In Building Radio Distribution Agreement with Verizon Wireless of the East, LP, d/b/a Verizon Wireless, Information Systems
6. Consider Authorization of Montgomery County Technical Infrastructure, Information Systems
7. Consider Authorization of Resolution Proclaiming the Month of April as “Fair Housing Month”, County Commission
8. Consider Authorization of Performance Evaluation for 2016-2017 (Consolidated Report) for County Administrator
9. Consider Authorization of Board Member Reappointments, The Industrial Development Board of the City of Montgomery
10. Consider Authorization of Amendment Number 5 to Contract with SharpCut Lawn Service, regarding a One Hundred Twenty (120) Day Extension, beginning March 19, 2018 and ending on July 17, 2018, for Landscape at the Montgomery Industrial Park, Contract Number 53100-14B-030, Support Services

Personnel Action Items

11. Consider Authorization to Reclassify One Appraiser II to Appraiser I and Authorize Related Position Fill Request for Appraiser I, Appraisal Department
12. Consider Authorization of a Two Step Irregular Pay Increase for Community Corrections Officer Michael Ligon from Pay Grade A06, Step 1 (\$36,284) to Pay Grade A06, Step 3 (\$38,846), Community Corrections

General Information

13. Copy of Letter from 2018 Montgomery Honorary Walk Chairs Bill Wallace and Julia Wallace with the Alabama Kidney Foundation requesting Funding in the Amount of \$10,000 for the 2018 Kidney Walk (**On November 2, 2015, the Commission approved a Budget Change Request in the amount of \$5,000 for this event and on March 6, 2017, the Commission approved a Budget Change Request in the amount of \$10,000 for this event**)
14. Copy of Email from General Services Director Tom Pierce with the City of Montgomery regarding Operating Expenses and Purchase of the Property concerning the Fairview Farmers Market and Copies of Budget Change Request Number 49, Approved May 2, 2016 and Budget Change Request Number 44, Approved April 17, 2017
15. Copy of Letter from Sheriff Derrick Cunningham regarding a request from Lowndes County Sheriff John Williams to Purchase Surplus Vehicles from the Montgomery County Sheriff's Office

16. Copy of Letter from Sheriff Derrick Cunningham regarding a request from Bullock County Sheriff Raymond Rodgers to Purchase a Surplus Vehicle from the Montgomery County Sheriff's Office
17. Copy of Invoice from the City of Montgomery for the Felder Road Improvements to Benefit the 187th Fighter Wing, Alabama Air National Guard, in the Amount of \$30,000
18. Copy of Letter from Midtown Montgomery Neighborhood Alliance Crews Reaves requesting to Meet with the Commission on March 19, 2017
19. Copy of Email from CEO Gilbert F. Darrington with Health Services, Inc., requesting to Meet with the Commission
20. Copy of Letter from President Matt Holdbrooks with Kid One Transport System, Inc., requesting Funding in the Amount of \$8,000 to transport children and expectant mothers of Montgomery County, with little or no means of transportation, to medical care free of charge **(On April 4, 2016, the Commission approved a Budget Change Request in the Amount of \$8,000 for the Program. On March 6, 2017, the Commission approved a Budget Change Request in the Amount of \$8,000 for the Program.**
21. Copy of Letter from Executive Director Danny Mitsios with the Montgomery Ballet requesting Funding in the Amount \$5,000 for the Program **(On 10/3/16, Commissioner Hall appropriated \$1,000 from his account for Performances and Programs. On 7/24/17, Vice Chairman Walker appropriated \$1,000 from her account for Performances and Programs)**
22. Copy of Central Alabama Regional Planning and Development Commission's Ten-Year Funded Project List for Autauga, Elmore and Montgomery Counties
23. Copy of Map of Emergency Sirens Located in Montgomery County
24. Copy of February 5, 2018 Commission Meeting Minutes in which it was agreed that a Commissioner should present a request for an organization prior to the organization making a presentation to the entire Commission
25. Copy of September 6, 2016 Commission Meeting Minutes concerning Approval of Policy regarding Requests for Funding from Non-Profit Organizations
26. Copy of Schedule of Upcoming Bids/Contract Renewals for March – May 2018

Previous Requests for Funding

27. Copy of Letter from Executive Director Cynthia Brown with Heritage Training & Career Center requesting Funding in the Amount of \$20,000 for Training Economically Disadvantaged Individuals **(The Montgomery County Commission has not funded this organization in the past)**

28. Copy of Letter from Executive Director Anna Alan Jemison with Bridge Builders Alabama requesting Funding in the Amount of \$20,000 for the 2018 Youth Leadership Program (**On 8/15/16, the Commission approved a Budget Change Request in the Amount of \$10,000 for Program Expenses**)
29. Copy of Letter from Executive Director Charles Lee with That's My Child requesting Funding in the Amount of \$40,000 for the Program (**On 8/7/17, Vice Chairman Walker appropriated \$2,000 to the organization for Program Expenses**)
30. Copy of Letter from the LEAD Foundation Board regarding LEAD Academy (Charter School) requesting Funding in the Amount of \$250,000

Requests for Presentations

Chairman Dean has requested that CEO Gilbert F. Darrington with **Health Services, Inc.**, make a presentation at a future Commission Meeting (**General Information Item 19**)

Vice Chairman Walker has requested that Executive Director Danny Mitsios with the **Montgomery Ballet** make a presentation at a future Commission Meeting (**General Information Item 21**)

Commissioner Harris has requested that Development Director Eve Loeb and Artistic Director Rick Dildine with the **Alabama Shakespeare Festival** make a presentation at a future Commission Meeting

Commissioner Harris has requested that Interim Director Ed Bridges with the **Montgomery Museum of Fine Arts** make a presentation at a future Commission Meeting

Commissioner Sankey has requested that Pastor Robert Wagstaff with **All Collaborating to Serve Community Development Corporation (ACT-CDC)** make a presentation at a future Commission Meeting

Commissioner Sankey has requested that Mrs. Rozelia Harris with the **Nat King Cole Society, Inc.**, make a presentation at a future Commission Meeting

Commissioner Sankey has requested that Executive Director Cynthia Brown with **Heritage Training & Career Center** make a presentation at a future Commission Meeting (**General Information Item 27**)

If you have any questions, please contact me.

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MARCH 5, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Director of Elections Daryl Parker – Presentation regarding Resolution Approving Relocation of Polling Place in Precinct 501, Montgomery County Commission District Five Represented by County Commissioner Doug Singleton (**Waived Rules Item 2**)
- 8:20 a.m. Honorary Walk Chairs Bill Wallace and Julia Wallace and South Alabama Regional Director Becki Connally with the Alabama Kidney Foundation – Presentation regarding the 2018 Kidney Walk (**General Information Item 13**) *Bill Wallace was scheduled to meet with the Commission at the request of Vice Chairman Walker prior to approval of our policy that a Commissioner should present a request for an organization prior to the organization making a presentation to the entire Commission*
- 8:30 a.m. Director of General Services Tom Pierce with the City of Montgomery – Presentation regarding Fairview Farmers Market (**General Information Item 14**)
- 8:40 a.m. Chief Appraiser Clay Henley – Presentation regarding Reclassification of One Appraiser II to Appraiser I and Related Position Fill Request for Appraiser I (**Personnel Action Item 11**)
- 8:50 a.m. Sheriff Derrick Cunningham – Presentation regarding Amendment Number 3 to Contract with Keefe Commissary Network, LLC, regarding a Ninety (90) Day Extension, beginning April 3, 2018 and ending on July 2, 2018, for Commissary and Trust Fund Management, Contract Number 52200-14B-024 (**Future Agenda Item 4**), Request from Lowndes County Sheriff John Williams to Purchase Surplus Vehicles from the Montgomery County Sheriff's Office (**General Information Item 15**), and Request from Bullock County Sheriff Raymond Rodgers to Purchase a Surplus Vehicle from the Montgomery County Sheriff's Office (**General Information Item 16**)
- 9:00 a.m. Executive Director Paul Brown with Community Corrections – Presentation regarding Two Step Irregular Pay Increase for Community Corrections Officer Michael Ligon from Pay Grade A06, Step 1 (\$36,284) to Pay Grade A06, Step 3 (\$38,846) (**Personnel Action Item 12**)
- 9:10 a.m. Chief Information and Technology Office Lou Ialacci – Presentation regarding In Building Radio Distribution Agreement with Verizon Wireless of the East, LP, d/b/a Verizon Wireless (**Future Agenda Item 5**) and Montgomery County Technical Infrastructure, Information Systems (**Future Agenda Item 6**)
- 9:20 a.m. County Engineer George Speake –Update regarding Engineering Operations
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

TO: Montgomery County Commission
FROM: Montgomery County Election Center
RE: Change of Polling Place
Date: February 23, 2018

Landmark Church of Christ, the polling place for Precinct 501 in Montgomery County, has requested to no longer serve in that capacity. Taylor Road Baptist Church at 1685 Taylor Road in Montgomery has agreed to serve as the new polling place for Precinct 501. The facility at Taylor Road Baptist Church has been assessed and meets all requirements to serve as a polling place.

It is our hope that the Montgomery County Commission will as soon as possible make this change of polling place by resolution.

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT FIVE
REPRESENTED BY
COUNTY COMMISSIONER DOUG SINGLETON**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: "The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct..."

WHEREAS, the polling place of Precinct 501 located at Landmark Church of Christ, 1800 Halcyon Boulevard, Montgomery, AL 36117 needs to be relocated per the request of Landmark Church of Christ. Taylor Road Baptist Church has agreed to become the new polling location for Precinct 501 in their church located at 1685 Taylor Road, Montgomery, AL 36117.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 501 from 1800 Halcyon Boulevard to 1685 Taylor Road, effective June 5, 2018.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 5th day of March, 2018.

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner

February 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application from Pierce Roofing, Inc.

Please find attached an application for final payment to Pierce Roofing, Inc., for replacement of the roof at the Scott Street parking deck. I respectfully request that rules be waived to approve payment of the remaining balance of \$1,562.50 at the meeting on March 5, 2018.

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. 1

DATE: 07/09/17

TO OWNER: Montgomery County Commission P. O. Box 1667 Montgomery, AL 36102	PROJECT: Scott Street Parking Deck Roof Renovations 200 Scott Street Montgomery, AL 36104 GMC Project#AMGM160024A
FROM CONTRACTOR: Pierce Roofing, Inc 452 County Rd. 41 Prattville, AL 36067 FEIN <u>63-1263583</u>	TO ARCHITECT: Goodwyn, Mills and Cawood, Inc. 2660 East Chase Lane Suite 200 Montgomery, AL 36117

TOTAL ORIGINAL CONTRACT
CHANGE ORDER(S)
TO CONTRACT TO DATE

Numbers _____ through _____

\$ 31,250.00
\$ -0-
\$ 31,250.00

1.	Brought Forward: TOTAL CONTRACT TO DATE	\$	<u>31,250.00</u>
	AMOUNT COMPLETE	<u>100</u> %	\$ <u>31,250.00</u>
2.	Stored Materials per the attached inventory of Stored Materials		\$ <u>-0-</u>
3.	Total Completed Work and Stored Materials		\$ <u>31,250.00</u>
4.	Less Retainage		\$ <u>-1562.50</u>
5.	Total Completed Work and Stored Materials, less Retainage		\$ <u>29,687.50</u>
6.	Total Due		\$ <u>29,687.50</u>
7.	Less Total Previous Payments to Contractor		\$ <u>-0-</u>
8.	Balance Due This Estimate		\$ <u>29,687.50</u>

EXCLUDED SALES & USE TAX:

- A. ESTIMATED SALES TAX AMOUNT - THIS ESTIMATE: \$ 1,185.99
 B. ESTIMATED SALES TAX AMOUNT - PROJECT TOTAL TO DATE: \$ 1,185.99

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By Ralph Pierce Date 7-9-17
President
 (Title)

Sworn and subscribed before me this 9th day of July 2017
[Signature] L. S.
 Notary Public

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

By [Signature] (Architect)
Goodwyn Mills & Cawood
 Date 8.18.17

REVIEW AND APPROVALS

Approved by _____ Date _____
 (Owner) Signature

Approved by _____ Date _____
 Signature

SCHEDULE OF VALUES

ESTIMATE No. 1

FOR ATTACHMENT TO CERTIFICATE for PAYMENT

DATE: 07/09/17

TO OWNER: Montgomery County Commission P.O. Box 1667 Montgomery, AL 36102	PROJECT Scott Street Parking Deck Renovations 200 Scott Street Montgomery, AL 36104 GMC Project# AMGM160024A
FROM CONTRACTOR: Pierce Roofing, Inc. 452 County Rd. 41 Prattville, AL 36067 FEIN <u>63-1263583</u>	FROM CONTRACTOR:

ITEM NO.	DESCRIPTION OF WORK ITEM	SCHEDULED VALUE	% Complete	AMOUNT COMPLETE
1.	Thermal & Moisture Protection	\$29,687.50	100	\$29,687.50
2.	Close Out	\$1,562.50	0	-0-
	General Requirements			
TOTALS THIS PAGE		\$31,250.00		\$29,687.50

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mas}

DATE: February 28, 2018

RE: Contract No. 52200-14B-024
Commissary & Trust Fund Management

I request that the attached Amendment No. 3 to Keefe Commissary Network, LLC be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for ninety (90) days, beginning April 3, 2018 and ending on July 2, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52200-14B-024

Amendment No. 3

Contract with Keefe Commissary Network for commissary and trust fund management off-site service to be provided at Montgomery County Detention Facility is hereby extended for ninety (90) days beginning April 3, 2018 and ending July 2, 2018.

All other provisions of the contract will remain the same.

WITNESS:

KEEFE COMMISSARY NETWORK, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Florence Cauthen,

Date: February 28, 2018

Re: Verizon Agreement for In Building Service

The County Commission approved an in-building agreement to improve Verizon coverage on October 22, 2012. Verizon is now offering to upgrade their services for the County.

I have attached a copy of the new paperwork associated with their current Verizon Wireless In-building Agreement (IBA) – three documents (UEA, ROEA, and IBRDA) with diagrams. The services being provided will improve the Verizon cell phone coverage in Annex I and Annex III. There are areas where coverage has diminished due to renovations and changes in technology. The coverage is also hindered by the amount of concrete in the walls in Annex III and the underground construction in Annex I. The County Attorney has reviewed the documents and has a recommendation that can be added.

I am requesting that this Agreement be placed on a future agenda.

Thank you

MEMORANDUM

TO: Montgomery County Commission

FROM: Marilyn Ratzel, Esq. Troutman Sanders LLP

DATE: February 15, 2018

RE: SYNOPSIS OF THE PROPOSED IN BUILDING RADIO DISTRIBUTION AGREEMENT,
RIGHT OF ENTRY AGREEMENT AND FIBER EASEMENT AGREEMENT

Please Note: The Agreements discussed below and attached hereto are for review only and not for execution. An execution package will be provided once the Agreements are reviewed and approved.

- **In Building Radio Distribution Agreement (“IBRD Agreement”)**

The IBRD Agreement grants a license to Verizon Wireless over and across the Montgomery County Court Annex for the installation of an in-building distributed antenna system (“IBRD”). The purpose of an IBRD is to provide the occupants and invitees of the building enhanced wireless services and better cell reception. An IBRD system typically consists of a series of small antennas placed at strategic locations throughout the building and connected to a microcell, rerad or a similar device which serves to amplify Verizon’s signal throughout the building.

The term of this license agreement is for 5 years, with 4 automatic 5-year extensions. The term commences upon the date that Verizon commences installation of the IBRD. If Verizon commences the construction between the 1st and the 15th of a month, the Commencement Date will fall on the first of that month. If Verizon commences installation between the 16th and the 31st of a month, the Commencement Date will fall on the first day of the following month.

Verizon may terminate the IBRD Agreement by giving written notice at least 60 days prior to the end of any term. It may also terminate at any time with 30 days-notice. If Verizon is in default of the Agreement and fails to commence a cure within 60 days after notice of default, the Montgomery County Commission may terminate the IBRD Agreement. Upon termination or expiration, Verizon will remove the IBRD in its entirety and restore the premises to its original condition, reasonable wear and tear excepted.

The IBRD Agreement contains standard contract provisions addressing insurance, environmental concerns and indemnification, all of which should be reviewed prior to execution.

Exhibit “A” to the Agreement will be a drawing indicating the location of Verizon’s equipment, cabling and antennas.

Exhibit “B” to the IBRD Agreement will be the fiber easement route, as determined by Verizon and the property owner.

- **Right of Entry Agreement**

Prior to installing an IBRD in any particular building, Verizon must conduct minimal non-invasive environmental testing to find out if there is any asbestos or lead paint or any other such environmental concerns on the property. The presence of asbestos or lead paint means that the installation team must take additional protective measures, which can increase the costs of the installation for Verizon. The Right of Entry Agreement is an agreement whereby Verizon is granted a temporary license to enter the property for the limited purpose of conducting such testing. The Right of Entry Agreement expires the earlier of: the date that Verizon enters into the IBRD Agreement; or the date that Verizon determines the property is not suitable for an IBRD installation.

Exhibit A to the Right of Entry Agreement is a legal description of the Montgomery County Court Annex

- **Fiber Easement**

In order to power the IBRD, it is necessary for Verizon to run fiber from the nearest public right-of-way to the building, where it connects to Verizon’s equipment. The fiber easement establishes an easement in favor of Verizon over the portion of the property from the right-of-way to the building. The fiber easement is a 10’ wide easement, and the fiber path is determined with approval of the property owner.

Exhibit A to the Fiber Easement Agreement is a legal description of the Montgomery County Court Annex

Exhibit B to the Fiber Easement Agreement is a legal description of the agreed-upon easement area, along with a plat showing the easement path.

IN BUILDING RADIO DISTRIBUTION AGREEMENT

This Agreement ("Agreement") is made as of _____, 20__ ("Effective Date") between Montgomery County Commission, whose principal place of business is: 100 South Lawrence Street, Montgomery, AL 36104 ("Licensor"), and Verizon Wireless of the East, LP, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

Background

Licensor owns the Premises. Licensor and Licensee desire to enter into this Agreement to allow Licensee to own, design, construct, operate, maintain, repair and upgrade an IBRD System on the Premise.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

Agreement

1. License. Licensor hereby licenses to Licensee certain spaces on and within Licensor's premises at 100 South Lawrence Street, Montgomery, Alabama, 36104 (the "Premises") for the installation of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices ("IBRDs") and the installation of antennas serving such IBRDs ("IBRD Antennas") together with a space for cables, fibers or the equivalent connecting such IBRDs and IBRD Antennas, whether through conduit or otherwise. The IBRDs and IBRD Antennas and the connecting cables fibers or equivalent and any other related equipment installed hereunder are the "IBRD System" or the "System". The IBRD System components and design principles are described on Exhibit A. Any microcells, cable runs or other aspects of the IBRD System installed by Licensee shall be for Licensee's exclusive use only. Licensee may replace and augment the IBRDs, IBRD Antennas and other portions of the IBRD System with similar or comparable equipment and modify any frequencies upon which such equipment operate as needed to provide in-building coverage in keeping with the design principles in Exhibit A.

2. Construction, Installation, & Maintenance. All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. Licensee, with Licensor's cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. Licensor expressly acknowledges and agrees that Licensee shall have the right to install exterior antennas as part of the DAS, as part of the initial installation contemplated under this Agreement, and as part of any future modifications.

Licensors shall maintain, in good operating condition and repair, the structural elements of the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas, as applicable. Licensors shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from Licensee describing such defect, unless the defect constitutes an emergency, in which case Licensors shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If Licensors fail to make such repairs, Licensee may do so, and the cost thereof shall be payable by Licensors to Licensee on demand, together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. In the event of an emergency, Licensee, at its option, may make such repairs at Licensors's expense, before giving any written notice, but Licensee shall notify Licensors in writing within three (3) business days following such emergency.

3. Power and Fiber. Licensors will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of the IBRD System, at Licensors's cost. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensors liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of the Licensors. Licensors also grants to Licensee an easement ("Easement") for fiber/T-1 running from the nearest public right of way to the Premises to the extent necessary to serve the IBRD System, in Licensee's sole determination. The location of the Easement is described and depicted on Exhibit B attached hereto and made a part hereof. Licensors agrees to execute and allow Licensee to record a separate document evidencing these easement rights.

4. Ownership & Control. The IBRD System is personal property of the Licensee and the Licensee at all times owns and controls the IBRD System. Licensors and Licensee agree, and Licensors shall so inform, any purchaser or mortgagee of the Premises, of this Agreement and that all equipment forming a part of the IBRD System shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason and Licensee shall have 90 days after such expiration or termination to accomplish such removal. Licensee shall restore any areas of Licensors's premises damaged by such removal, except normal wear and tear.

5. Term; Consideration. This Agreement shall be effective as of the Effective Date, provided however, the initial term of this Agreement shall be five (5) years beginning on the Commencement Date (as hereinafter defined), with four (4) automatic 5-year renewal terms, unless the Licensee terminates it at the end of the then current term by giving the Licensors written notice of intent to terminate at least six (6) months prior to the end of the then current term. The initial term and any renewal terms, if any, shall collectively be referred to herein as the "Term". The Agreement shall commence based upon the date Licensee commences the installation of the

IBRD System at the Premises. In the event the date Licensee commences installation of the IBRD System at the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Licensors and Licensee agree that they shall acknowledge in writing the Commencement Date.

In consideration for the rights granted herein, Licensors premises will receive the benefits of enhanced wireless communications arising from operation of the IBRD System. The design, construction, equipment, installation and maintenance of the IBRD System shall be at Licensee's sole cost.

6. Access. Licensors agrees to provide Licensee, its employees and/or agents access to the Premises twenty-four (24) hours a day, seven (7) days a week for the purpose of designing, constructing, installing, upgrading, maintaining and repairing the IBRD System and testing of the radio frequency coverage of the area.

7. Interference. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensors or other tenants of the Premises existing as of the date of this Agreement. Should the IBRD System cause measurable interference, and provided Licensors gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensors agrees that it and/or any other tenant of the Premises (current or future) will install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Licensee. Should Licensors's or another tenants' equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensors of it, Licensors will take all steps necessary to correct and eliminate the interference, including causing other tenants of the Premises causing such interference to correct and eliminate the interference. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

8. Default; Termination. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Licensors. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Licensors (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursues it thereafter), Licensors may thereafter terminate this Agreement by written notice to Licensee. Upon any termination or expiration, Licensee may remove the entire IBRD System, at the option of Licensee. Licensee shall repair or restore any damage to Licensors's premises resulting from the removal of the IBRD System, normal wear and tear excepted. This Agreement may only be terminated in accordance with its terms.

9. Taxes. Licensee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises which Licensors demonstrates is the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of the

IBRD System, including any increase in real estate taxes at the Premises which Licensor demonstrates arises from the IBRD System and/or Licensee's use of the Premises. Licensor and Licensee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Licensor or Licensee at the Premises. Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Premises. Nothing in this paragraph shall be construed as making Licensee liable for any portion of Licensor's income taxes in connection with any Premises or otherwise. Except as set forth in this paragraph, Licensor shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises and shall do so prior to the imposition of any lien on the Premises.

Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. Licensor shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Licensor will pursue such dispute at Licensee's sole cost and expense upon written request of Licensee.

10. Indemnification, Insurance, Waiver of Consequential Damages. Each Party shall indemnify and hold the other harmless against any claim of liability or loss or bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Licensor and Licensee shall procure and maintain throughout the term of this Agreement commercial general liability insurance with limits of two million dollars (\$2,000,000.00) for bodily injury (including death), and for property damage each occurrence. Licensor and Licensee each agree that it will include the other Party as an additional insured as their interest may appear under this Agreement. Licensor agrees that Licensee may self-insure. The Parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance covering property damage obtained by either Party concerning or including the Premises or property shall waive the insurer's right of subrogation against the other Party. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or

operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

11. Quiet Enjoyment. Licensors covenants that Licensee, upon performing all the covenants shall peaceably and quietly have, hold and enjoy the Premises.

12. Title; Condition. Licensors represents and warrants to Licensee as of the execution date of this Agreement, and covenants during the term of this Agreement that Licensors is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. Licensors further represents, warrants and covenants during the Term (i) that there are no liens, judgments or impediments of title on the Premises, or affecting Licensors' title to the same, (ii) that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Licensee as set forth above, and (iii) that no lead paint, asbestos or other hazardous substance, as defined by any applicable state, federal or local law or regulation, is present at the Premises. **[IF THE LICENSOR HOLDS THE PROPERTY THROUGH A GROUND LEASE OR OTHER AGREEMENT WITH THE FEE OWNER:** Licensors further represents, warrants and covenants for the term of this Agreement that Licensors is not in default under its agreement with the owner of the Premises, the term of such agreement extends to the term of this Agreement with any and all renewal terms, and no approvals from the owner of the Premises is required for this Agreement to be implemented in its entirety.]

13. Assignment. This Agreement may be sold, assigned or transferred by either Party to its principal, affiliates, subsidiaries or any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of the other Party. As to other parties, any sale, assignment or transfer by either Party must be with the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

14. Notices & Contacts. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensors: Montgomery County Commission
 100 South Lawrence Street
 Montgomery, Alabama 36104

Licensee: Verizon Wireless of the East, LP
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attn: Network Real Estate

15. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Licensors and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Licensors or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

16. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Premises is located.

17. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

18. Subordination and Non-Disturbance. At Licensors's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by Licensors which from time to time may encumber all or part of the Premises; provided, however, as a condition precedent to Licensee being required to subordinate its interest in this Agreement to any future Mortgage encumbering all or any part of the Premises, Licensors shall obtain for Licensee's benefit a non-disturbance and attornment agreement in favor of Licensee in a form reasonably satisfactory to Licensee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Licensee's right to remain in occupancy of and to have access to the Premises as long as Licensee is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Premises, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill Licensors's obligations under this Agreement, and (3) promptly cure all of the then-existing Licensors defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Licensee will execute an agreement for Lender's benefit in which Licensee (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Premises, and (3) agrees to accept a cure by Lender of any of Licensors's defaults, provided such cure is completed within the deadline applicable to Licensors. In the event Licensors defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Premises, Licensee, may, at its sole option and without obligation, cure or correct Licensors's default and upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and Licensee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Licensee to cure or correct such defaults.

19. Environmental.

a. Licensors will be responsible for all obligations of compliance with applicable Federal, State and Local legal requirements governing environmental and industrial hygiene matters, including those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a legal requirement is caused by the specific activities of Licensee in the Premises.

b. Licensors shall hold Licensee harmless and indemnify Licensee from and assume all duties, responsibility and liability, at Licensors's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters, except to the extent that any such non-compliance is caused by Licensee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by Licensee. In the event that Licensee encounters any hazardous substances that do not result from its activities, Licensee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Licensee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Licensors agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

20. Casualty. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensors has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Licensors. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

21. Condemnation. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, Licensee, in Licensee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, Licensee may, at Licensee's option, to be exercised in writing within fifteen (15) days after Licensors shall have given Licensee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment,

conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its license interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Licensee does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Agreement is not terminated by reason of such condemnation, Licensors shall promptly repair any damage to the Premises caused by such condemning authority.

22. Confidentiality. During the term of this Agreement, Licensors and Licensee may have access to information that is considered confidential and proprietary by the other Party. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature, to the extent marked with a "confidential", "proprietary" or similar legend; or if originally disclosed orally or by way of observation, to the extent identified as confidential information at the time of such original disclosure and to the extent summarized in reasonable detail and confirmed as being confidential information in written notice delivered to the receiving party within ten (10) days after original disclosure or reasonably understood to be confidential based on the nature of the information disclosed ("Confidential Information"). The receiving Party may use Confidential Information only for the purposes of this Agreement. The receiving Party shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall the receiving Party take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, the receiving Party shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. Information that (a) is or falls into the public domain, (b) is disclosed to the receiving Party by a third party which is not under an obligation of confidentiality to the disclosing party, (c) was already known to the receiving Party and/or (d) is independently developed by the receiving Party without reference to the Confidential Information shall not be deemed Confidential Information. This provision shall survive the termination of this Agreement and shall remain in full force and effect for so long as the Confidential Information remains confidential.

23. Trademarks and Publicity. Each Party shall not use the name, tradename, servicemark or trademark or the other Party or use such Party's name directly or indirectly in any promotional or advertising material, marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement without prior written consent of such Party.

24. Submission of Agreement; Partial Invalidity; Authority. The submission of this Agreement for examination does not constitute an offer to license the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not

invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

25. Applicable Laws. During the Term, Licensor shall maintain the Premises, any buildings, building systems, common areas of any buildings, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). Licensee shall, in respect to the condition of the Premises and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee to the Premises. It shall be Licensor's obligation to comply with all Laws relating to the Premises in general, without regard to specific use (including, without limitation, modifications required to enable Licensee to obtain all necessary building permits).

26. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

27. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

28. Independent Contractors. Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing shall be construed to constitute the Parties as employer and employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

29. Force Majeure. No Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control, any date or times by which the Parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party.

30. Most Favored Licensee. Licensor represents and warrants that the benefits and terms and conditions granted to Licensee by Licensor hereunder are now and shall be, during the Term, no less favorable than the benefits and terms and conditions for substantially the same or

similar tenancies or licenses granted by Licensors to other parties. If at any time during the Term Licensors shall offer more favorable benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then Licensors shall, within 30 days after the effective date of such offering, notify Licensee of such fact and offer Licensee the more favorable offering. If Licensee chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same benefits or terms and conditions to Licensee. Licensee shall have the right to decline to accept the offering. Licensors' compliance with this requirement shall be subject, at Licensee's option, to independent verification.

31. **[IF APPLICABLE] Prime Lease.** The Licensors and Licensee acknowledge that the Licensors' rights in the property derive from a certain _____ dated _____ between the Licensors herein and _____, hereinafter referred to as the "Prime Lease." The Licensors shall not terminate the Prime Lease prior to the expiration of its term without the express written consent of the Licensee. In the event the Licensors receive any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Prime Lease, the Licensors shall notify the Licensee of such notice as soon as the notice is received by the Licensors pursuant to the terms of the Prime Lease and the Licensee may take any such actions to cure any such failure under the Prime Lease. The Licensee shall be under no obligation to take such action but may do so solely at its own discretion. In the event the Licensee pays any amount or performs any obligations on behalf of the Licensors pursuant to the terms of the Prime Lease, the Licensee may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from the Licensee to the Licensors pursuant to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands, intending to be bound,
as of the Effective Date.

LICENSOR:

Montgomery County Commission

By: _____

Name: _____

Title: _____

LICENSEE:

Verizon Wireless of the East, LP
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

By: _____

Name: _____

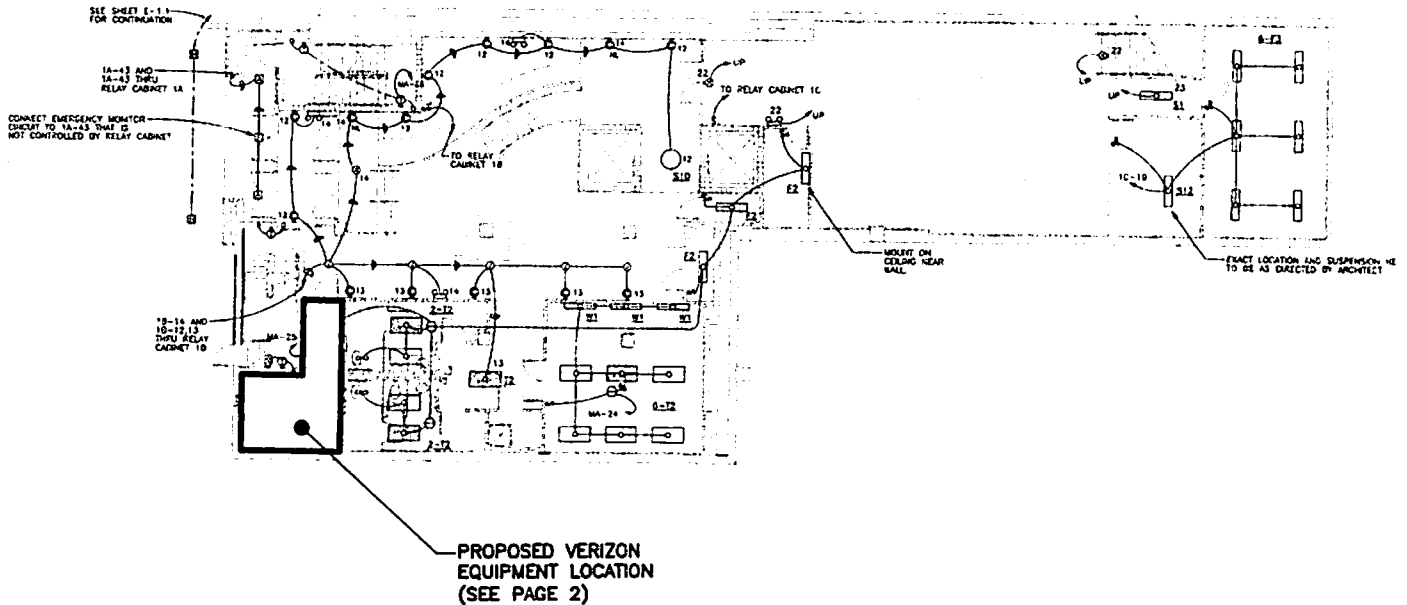
Title: _____

EXHIBIT A
IBRD SYSTEM DESIGN PRINCIPLES

(see attached)

NOTE:

- FIBER CONNECTIVITY TO BE PROVIDED BY LESSOR
- (4) 30A 240V POWER CIRCUITS TO BE PROVIDED BY LESSOR
- 2ND GPS ANTENNA ON ROOF. NEW 1/2" COAX
- POSSIBLE DEMARK OF FIBER FROM STREET ON 2ND FLOOR



1 MEZZANINE LEVEL EQUIPMENT ROOM 217
of 2 NOT TO SCALE

SMW
ENGINEERING GROUP, INC.
158 BUSINESS CENTER DR
BIRMINGHAM, AL 35244
TEL: 205-252-6985

verizon
VERIZON WIRELESS
10300 OLD ALABAMA ROAD CONN
ALPHARETTA, GA 30022
[678] 277-3500

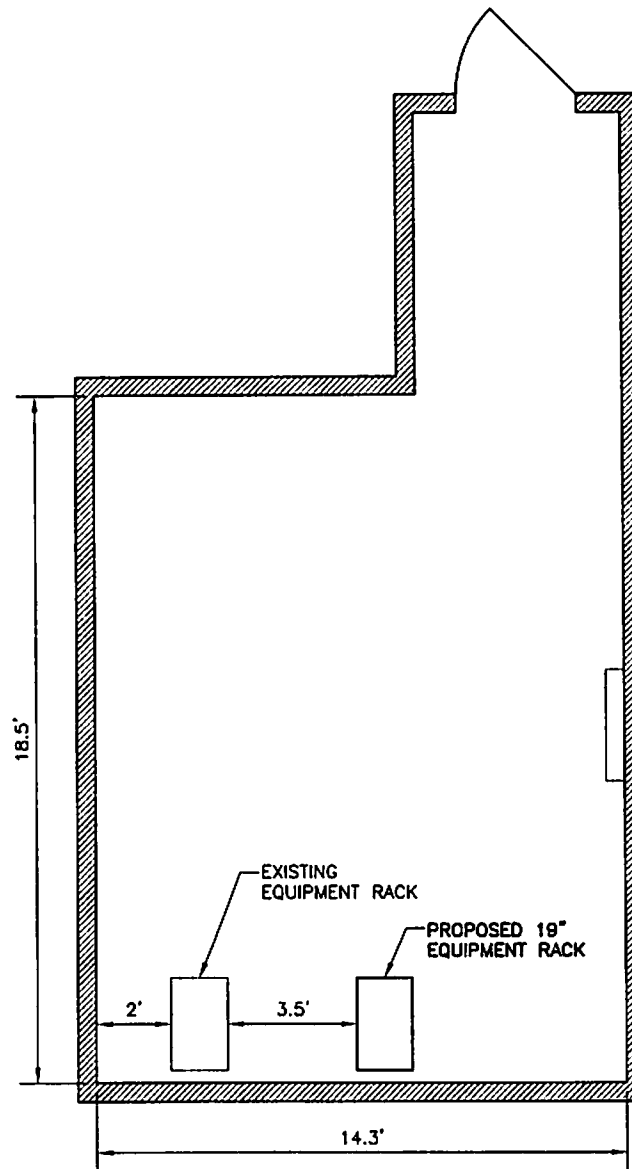
PROJECT INFORMATION

PROJECT NAME:	MONTGOMERY COUNTY COMMISSION	ADDRESS:	100 S. LAWRENCE ST. MONTGOMERY, AL 36104
PROJECT #:	2012779905		
LAND OWNER:	MONTGOMERY COUNTY COMMISSION	DATE ISSUED:	11/14/17
LATITUDE:	N 32° 22' 32.4"	SMW JOB #:	17-2887
LONGITUDE:	W 86° 18' 24.2"	DRAWN BY:	BMD

5-16

NOTE:

- FIBER CONNECTIVITY TO BE PROVIDED BY LESSOR
- (4) 30A 240V POWER CIRCUITS TO BE PROVIDED BY LESSOR
- 2ND GPS ANTENNA ON ROOF. NEW 1/2" COAX
- POSSIBLE DEMARK OF FIBER FROM STREET ON 2ND FLOOR



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of 2

MEZZANINE LEVEL EQUIPMENT ROOM 217



158 BUSINESS CENTER DR
BIRMINGHAM, AL 35244
TEL 205-252-6985

verizon✓

VERIZON WIRELESS
10300 OLD ALABAMA ROAD CONN
ALPHARETTA, GA 30022
(678) 277-3500

PROJECT INFORMATION

PROJECT NAME:	MONTGOMERY COUNTY COMMISSION	ADDRESS:	100 S. LAWRENCE ST.
PROJECT #:	2012779905		MONTOMERY, AL 36104
LAND OWNER:	MONTGOMERY COUNTY COMMISSION	DATE ISSUED:	11/14/17
LATITUDE:	N 32° 22' 32.4"	SMW JOB #:	17-2687
LONGITUDE:	W 86° 18' 24.2"	DRAWN BY:	BMD

5-17

EXHIBIT B
FIBER EASEMENT

(see attached)

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made as of the ____ day of _____ 20__, between **Verizon Wireless of the East LP, d/b/a Verizon Wireless**, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("VERIZON WIRELESS") and the Montgomery County Commission, whose principal place of business is 100 South Lawrence Street, Montgomery, Alabama, 36104 (collectively, the "LICENSOR").

WITNESSETH:

WHEREAS, LICENSOR owns or has the rights to certain real property located at 100 South Lawrence Street, Montgomery, Alabama, 36104 (the "Site"), and has the authority to grant the access permitted by this agreement, to the Site where VERIZON WIRELESS desires to construct a communication facility and to install related equipment;

WHEREAS, VERIZON WIRELESS and LICENSOR are in the process of negotiating an agreement for the lease of the Site, and in order for VERIZON WIRELESS to determine the viability and feasibility of the Site, VERIZON WIRELESS desires to enter upon and inspect the Site and/or to temporarily locate communications equipment on the Site to conduct short term radio propagation tests such that it can determine the suitability of the Site for its intended use;

WHEREAS, as an accommodation to VERIZON WIRELESS, LICENSOR is willing to grant permission to VERIZON WIRELESS, its employees, agents or contractors, to enter onto the Site in order to conduct such investigations, under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. LICENSOR grants to VERIZON WIRELESS a right of entry and license to enter upon the Site to conduct and perform boundary surveys, tree surveys, environmental testing, and radio propagation studies (the "Permitted Activities"). VERIZON WIRELESS' entry rights are specifically limited to the Permitted Activities and to the Site and shall not include any other activities or any other portion of the real property surrounding the Site. VERIZON WIRELESS shall be responsible for any and all costs related to the Permitted Activities, including installation, operation and removal of equipment on the Site.
2. VERIZON WIRELESS agrees to comply with all local, state and federal laws, rules and ordinances applicable to the Permitted Activities. VERIZON WIRELESS further agrees to exercise due care in the performance of all Permitted Activities on the Site, and not to unreasonably interfere with LICENSOR or any other party's activities on the Site.
3. VERIZON WIRELESS agrees to indemnify and save LICENSOR, its employees, agents or contractors, harmless from and against any and all liability, damage, expense, claims, liens or judgments, resulting from injury to person or damage to property to the extent caused by the

activities of VERIZON WIRELESS, its agents, employees, contractors, or invitees, upon the Site or any property surrounding the Site, including without limitation, the Permitted Activities, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LICENSOR, or its employees, contractors or agents. This indemnification obligation shall survive the expiration or termination of this Agreement. Licensor shall: Provide prompt notice of any claim; reasonably cooperate with VERIZON WIRELESS in the management and defense of covered claims; and allow VERIZON WIRELESS to defend and manage any claim with employees, consultants, contractors and attorneys of its choosing.

4. The term of this Agreement shall be from the date on which this Agreement has been executed by both LICENSOR and VERIZON WIRELESS to the earlier of LICENSOR and VERIZON WIRELESS entering into a lease agreement with respect to the Site, or a decision by VERIZON WIRELESS that the Site is unsuitable.
5. In the event this Agreement expires or is terminated without the existence of a fully executed lease agreement for the Site, VERIZON WIRELESS will promptly remove any and all of its equipment from the Site and restore the Site to the a condition substantially similar to that which existing immediately prior to VERIZON WIRELESS' entry, damage not caused by VERIZON WIRELESS, reasonable wear and tear, excepted.
6. LICENSOR will ensure that VERIZON WIRELESS, its agents, employees, invitees, are granted access to the Site at the scheduled time(s) that the Permitted Activities will be performed.
7. VERIZON WIRELESS shall not take any actions that unreasonably interrupt the normal operations of LICENSOR on the Site. VERIZON WIRELESS agrees that its Permitted Activities shall not cause interference to the use or enjoyment of the property of LICENSOR and any other parties or licensees located at the Site or neighboring landowners, including, but not necessarily limited to interference with radio communication facilities. In the event that VERIZON WIRELESS' equipment or Permitted Activities cause such interference to such use or enjoyment, VERIZON WIRELESS agrees to promptly cease operations until such interference is removed by VERIZON WIRELESS, at its sole expense.
8. Neither party shall be responsible for lost profits or other consequential damages that may arise out of a breach of this agreement.
9. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a witnessed document executed by the parties.
10. This Agreement shall be governed by the laws of the State wherein the Site is located.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their

respective seals the day and year first above written.

LICENSOR:

Montgomery County Commission

By: _____

Name: _____

Title: _____

Date: _____

VERIZON WIRELESS:

Verizon Wireless of the East, LP

d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

Date: _____

After Recording, Return To:

Troutman Sanders LLP
600 Peachtree Street NE, Suite 5200
Atlanta, GA 30308
Attn: Alaina Shamp

STATE OF ALABAMA
COUNTY OF MONTGOMERY

Cross Reference: Deed Book: _____
Page: _____

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__, by and between the Montgomery County Commission ("Grantor") with its principal place of business at 100 South Lawrence Street, Montgomery, Alabama, 36104 and **Verizon Wireless of the East, LP** d/b/a Verizon Wireless ("Grantee") with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (Grantor and Grantee are each a "Party" and collectively, "the Parties").

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located at _____, described in Deed Book _____, Page _____ as recorded in the Office of the Probate Judge of Montgomery County, Alabama land records, and also described on Exhibit "A" attached hereto and by this reference made a part hereof (collectively, the "Property"); and

WHEREAS, Grantor granted to Grantee a license to locate certain telecommunications equipment on the Property; and

WHEREAS, Grantor desires to convey to Grantee a permanent, nonexclusive easement for the purposes of installing fiber, utilities and accessing the Property.

NOW, THEREFORE, in consideration of the Property, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **FIBER EASEMENT.** Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Property, a non-exclusive easement (the "Fiber Easement") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a ten (10') foot wide easement extending from the nearest public right-of-way, _____, to a building located on the Property, and for the purpose of the installation and maintenance of fiber optic cables, utility wires, poles, cables, conduits, and pipes over, under, or along the Property to said building as described on **Exhibit "B"** and depicted on **Exhibit "B-1"**. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement as described herein, seven (7) days a week, twenty-four (24) hours a day. The Easement shall be perpetual and shall not expire except upon the recording of a termination and release executed and delivered by Grantee. The Easement described herein shall run with the land.

2. **REPAIRS.** In addition to the rights granted hereunder, Grantee hereby agrees to, and shall be required to restore, at its expense, any physical damage to the Property, or any improvements thereon, to substantially the same condition as existed prior to Grantee's activities, normal wear and tear excluded.

3. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR: The Montgomery County Commission
 100 South Lawrence Street
 Montgomery, Alabama 36104

GRANTEE: Verizon Wireless of the East LP
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attn: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

4. **AUTHORITY.** Grantor covenants that Grantor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Grantor further covenants that there are no other liens, judgments or impediments of title on the Easement area or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Easement by the Grantee as set forth above.

5. **ASSIGNMENT; SUCCESSORS.** This Agreement may be sold, assigned or transferred by Grantee without any approval or consent of Grantor to Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of Grantor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee

or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder. This terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

6. **MISCELLANEOUS**. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Alabama. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereof. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any Party to any counterpart of this Agreement may be appended to any other counterpart hereof.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed, sealed and delivered this Agreement as of the day and date written above.

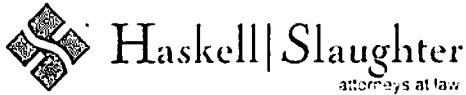
STATE OF _____ COUNTY OF _____ I, the undersigned Notary Public, hereby certify that _____, whose name, as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such _____, and with full authority, executed the same for and as the act of said limited partnership. Given under my hand and official seal this _____ day of _____, 20__. _____ Notary Public My Commission Expires: _____ [NOTARY SEAL]	LESSOR: MONTGOMERY COUNTY COMMISSION By: _____ Print _____ Title: _____
STATE OF _____ COUNTY OF _____ I, the undersigned Notary Public, hereby certify that _____, whose name, as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such _____, and with full authority, executed the same for and as the act of said partnership. Given under my hand and official seal this _____ day of _____, 20__. _____ Notary Public My Commission Expires: _____ [NOTARY SEAL]	LESSEE: VERIZON WIRELESS OF THE EAST LP d/b/a Verizon Wireless By: Cellco Partnership, Its General Partner By: _____(SEAL) Name: _____ Title: _____

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

Legal Description of Fiber Easement



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

February 20, 2018

T T G

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Verizon Wireless ("Verizon")

I have reviewed the new documents with the upgrading of services under the present services provided to the Montgomery County Commission ("MCC") by Verizon. Under the current Verizon Wireless In-Building Agreement ("IBA").

In reviewing the "Memorandum," which is a synopsis of the IBA, I find only one covenant that needs to be added. It should be understood between the parties to said Agreement that: "Verizon represents that the Agreement will not cost MCC any monies for the upgrading of IBA as described herein."

If that covenant is inserted, then I see no reason why the Agreement should not be executed by the MCC upon the receipt of the finalized IBA in its correct form.

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

50051-317

5-28

Interoffice Memo

To: County Commission

From: Lou Ialacci 

Cc: Donnie Mims, Florence Cauthen

Date: February 28, 2018

RE: Montgomery County Technical Infrastructure

The demand for services and security for county networks has grown significantly. To address this demand requires upgrading and adding additional security and services for new and existing buildings/operations. To achieve these improvements requires upgrading the county networks' bandwidth (speed) to our remote buildings from the County's data center at 100 S. Lawrence Street. There are two ways to accomplish this: 1) install fiber optic cables ourselves or 2) lease the fiber.

The County currently spends approximately \$37,500 per year for very slow connections provided by vendors to our major remote sites. (Probate/Revenue offices and Sheriff's locations). The Engineering sites are basically not connected at all.

The Probate Revenue South location can only provide 20% of the required and installed video security coverage. In addition, our computer systems at these locations cannot receive critical "security patches" in a timely manner which is required to help prevent hackers from gaining access to our network.

The Sheriff's Office cannot monitor their locations properly and there is no connectivity to the Engineering locations for monitoring county assets like equipment and supplies. This includes the new fuel management system that has been approved and requires connectivity and security.

I recommend the county invest in our own infrastructure by bidding out the installation of fiber where feasible. The estimates received so far indicate it will cost approximately \$300,000 to complete the private components of this plan. The money saved with the installation of county owned fiber to key locations, like Probate/Revenue South and

West, (owned buildings), Youth Facility (owned), and MCSO warehouse and maintenance buildings (owned) will help subsidize the county's cost for the increased bandwidth at Probate/Revenue East (leased building) and the remaining buildings that are too far away to make it cost effective to run fiber.

The cost avoidance for the county of the all leased option would recover the investment in less than four years.

Attached is a supporting document with the current costs and proposed costs. I will present a map indicating the approach for the locations.

I request the Commission approve this funding as a future agenda item.

County Remote Locations

Name	Address	Site Use	Type	Current Speed	Current Monthly Costs	Type	Speed Needed	Partial Leased Costs Monthly	All Leased Monthly Costs
Probate/Revenue East	5449 Atlanta Highway, Montgomery, AL 36109	Office	Leased	10 Mbps	\$525	Leased	1 Gbps	\$1,600	\$1,600
Probate/Revenue West	3075 Mobile Highway, Montgomery, AL 36108	Office	Leased	10 Mbps	\$525	Private	1 Gbps	\$0	\$1,600
Probate/Revenue South	3425 McGehee Road, Montgomery, AL 36111	Office	Leased	10 Mbps	\$525	Private	1 Gbps	\$0	\$1,600
Montgomery County Youth Facility	1111 Air Base Blvd., Montgomery, AL 36108	Office	Leased	10 Mbps	\$750	Private	1 Gbps	\$0	\$1,600
Engineering District 1 Office & Sign Shop	1800 Terminal Road, Montgomery, AL 36108	Office, Fuel Site	None	None	\$0	Private	1 Gbps	\$0	\$1,600
Engineering District 2 Office	2093 Meriwether Rd. Pike Rd, AL 36116	Office, Fuel Site	None	None	\$0	None	100 Mbps	\$200	\$200
Engineering District 3 Office	5596 E. Hickory Grove Road, Ramer AL 36069	Office, Fuel Site	None	None	\$0	None	100 Mbps	\$100	\$100
MCSO Warehouse	1050 Day Street Rd, Montgomery, AL 36113	Office	Leased	1.5 Mbps	\$200	Private	1 Gbps	\$0	\$0
MCSO Maintenance Shop	1050 Day Street Rd, Montgomery, AL 36113	Office	None	None	\$0	Private	1 Gbps	\$0	\$0
MCSO Pike Rd. Substation	9569 Vaughn Rd. Montgomery, AL 36064	Office	Leased	6 Mbps	\$200	Leased	100 Mbps	\$200	\$200
MCSO K-9 Facility	129 K-9 Way Montgomery, AL 36105	Office, Fuel Site	Leased	6 Mbps	\$200	Leased	1 Gbps	\$1,600	\$1,600
MCSO Ramer Substation	129 MAIN STREET RAMER, AL 36069	Office, Fuel Site	Leased	50 Mbps	\$200	Leased	100 Mbps	\$100	\$100
Annex 1	100 S. Lawrence St. Montgomery, AL 36104	Main Data Center	Monthly Totals		\$3,125			\$3,800	\$10,200

Current All Leased Costs - Insufficient Bandwidth	\$37,500
Projected Annual Partial & Leased Costs	\$45,600
Projected Annual All Leased Costs - Increased BW	\$122,400
One Time Capital Expenditure	\$300,000
Annual Costs Difference Partial / All Leased	\$76,800
ROI Number of Years	3.91

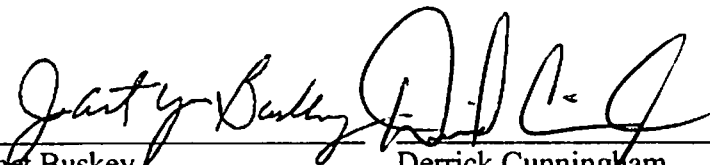
6-3



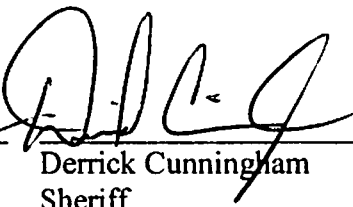
March 2, 2018

We support the expansion of Montgomery County's fiber optics and respectfully request that the Montgomery County Commission fund such expansion, as requested by the County's Information Systems Department.

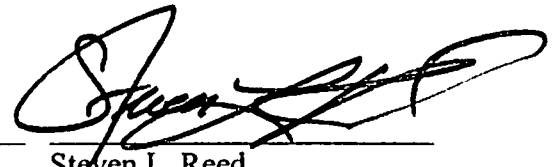
The expansion of fiber optics will greatly increase efficiency and security for all County operations, employees and residents. We are united in our support for this important advancement for Montgomery County and appreciate the Commission's investment in our future.



Janet Buskey
Revenue Commissioner



Derrick Cunningham
Sheriff



Steven L. Reed
Probate Judge

Tammy Nix

From: Leslie York <lyork@carpdc.com>
Sent: Thursday, March 01, 2018 10:01 AM
To: Steve.Golsan@autauga.com; Pam.George@autaugavilleal.com;
jane.hyde@autaugavilleal.com; davisfamily2448@yahoo.com;
Cathy.Dickerson@prattvilleal.gov; Michele.Free@prattvilleal.gov;
wrbechd@elmoreco.org; coosada@elmore.rr.com; sandray101@aol.com;
townclerk@townofeclectic.com; clerk@townofelmore.com; mayor@townofelmore.com;
anita.weaver@cityofmillbrook-al.gov; cityclerk@tallassee-al.gov;
trobinson@cityofwetumpka.com; Donald Mims; Lisa@pikeroad.us; liz@pikeroad.us
Cc: Pamela Trammell; John Greene; Greg Clark; Cade Gunnells
Subject: FW: From Shabbir Olia - Fair Housing Memo
Attachments: Fair Housing Memo - March 2018.pdf

Importance: High

Good morning! To ensure that all of our local governments receive necessary information regarding "furthering" Fair Housing initiatives, I am forwarding the email sent out by Shabbir Olia of ADECA. Please designate by proclamation the month of April 2018 as Fair Housing Month. In addition, CARPDC would appreciate a copy of your Proclamation for our files. This designation should be an annual proclamation and ADECA has provided much information (attached) that may be used to further fair housing efforts. If you have any questions about issuing the proclamation please feel free to call on our Community Development Department staff, Pamela Trammell, John Greene, Cade Gunnells, or myself.

Thank you in advance for your efforts!

Leslie York

Community Development Manager
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334.262.4300
334.262.6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. **Mark Caine**

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

From: Nobles, Teresa [mailto:Teresa.Nobles@adeca.alabama.gov]
Sent: Thursday, March 1, 2018 8:13 AM
To: Acuff, Charles <swannie@cci-hsv.com>; Acuff, Terry <terryacuff@cci-hsv.com>; Alsbrooks, Lena <malsbrooks@rpcgb.org>; Armstrong, Rachel <rarmstrong@searpcdc.org>; Ball, Charles <cball@rpcgb.org>; Barnes, Annette <abarnes@athensal.us>; Bernard, Kevin <kevin.bernard@tarcog.us>; Blankenship, Lucas <lucas.blankenship@tarcog.us>; Bostick, Corine <cbostick@nacolg.org>; Boyd, Tiffany <tboyd@nacolg.org>; Brazzle,

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

STATE OF ALABAMA

March 1, 2018

A handwritten signature in black ink, appearing to read "K. W. Boswell".

TO: All Interested Parties

FROM: Kenneth W. Boswell
Director

SUBJECT: Fair Housing and Equal Opportunity Information

April is Fair Housing Month. In recognition of this, the Governor of Alabama has issued a Proclamation in honor of Fair Housing Month in the State of Alabama. This Proclamation recognizes the significance of fair housing, and encourages all Alabamians to observe and support both the letter and spirit of the Fair Housing Laws. Attached is a copy of the Governor's Proclamation. We encourage all grant recipients and interested parties to help us observe and support Fair Housing Month.

Each applicant for, and recipient of, U.S. Department of Housing and Urban Development (HUD) grant funds is expected to carry out the various "fair housing" and "equal opportunity" provisions of the Housing and Community Development Act of 1974, as amended, and other applicable civil rights laws and regulations. The attachment to this memorandum identifies and briefly summarizes a variety of statutory requirements, along with measures or actions that can be undertaken at the local government level to assure compliance. In particular, the Fair Housing Act requires that each grant recipient work diligently to affirmatively further fair housing within its local jurisdiction by developing voluntary programs to achieve fair housing goals. Information on this attachment will assist local governments in achieving those goals.

Also, attached herewith are Equal Housing Opportunity posters that are published in both English and Spanish language versions. These posters should be displayed within the grant recipient's local government buildings and other public facilities.

If you have questions or need additional information, please contact Dr. Kathleen Rasmussen in ADECA's Community and Economic Development Division at (334)353-0323 or at kathleen.rasmussen@adeca.alabama.gov.

KWB:KAR:tmn
Attachments



Proclamation

By the Governor of Alabama

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

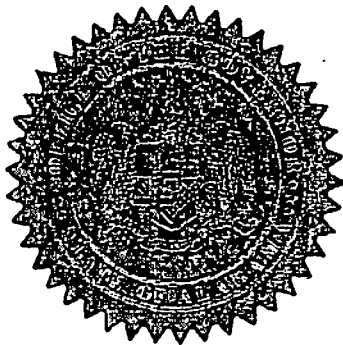
WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, set forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, the State of Alabama continues to affirmatively further fair housing for its citizens, and

NOW, THEREFORE, I, Kay Ivey, Governor of Alabama, do hereby proclaim April 2018, as

Fair Housing Month

in the State of Alabama.



Given Under My Hand and the Great Seal of the Office of the Governor at the State Capitol in the City of Montgomery on the 23rd day of January 2018.

Kay Ivey
Kay Ivey/Governor

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

February 27, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The County Commission has received from the Personnel Department the Performance Evaluation (Consolidated Report) based upon the individual performance evaluations prepared by Commissioners for my position as County Administrator for the review period September 15, 2016 – September 14, 2017.

I am requesting that the Commission approve this Performance Evaluation and the merit increase as per the attached form.

Should you have any questions, please contact me.

DLM/tn

Attachments

MONTGOMERY COUNTY MERIT/INSERVICE
PAY REVIEW
FOR THE MONTH OF SEPTEMBER

8/3/2017

DEPARTMENT: CC - County Commission

NAME: MIMS, DONALD LEE

SOCIAL SECURITY NUMBER: XXX-XX-2100

POSITION CODE: 200165011

C U R R E N T

GRADE/STEP: A16 / 13
HOURLY RATE: \$68.0008
BI-WEEKLY AMOUNT: \$5,440.0840
ANNUAL PAY: \$141,441.6640

N E W

GRADE/STEP: A16 / 14
HOURLY RATE: \$69.6900
BI-WEEKLY AMOUNT: \$5,574.9440
ANNUAL PAY: \$144,948.5440
MERIT/INSERVICE DATE: 09/14/2017
NEXT MERIT/INSERVICE DATE: 09/14/2018

_____ THIS EMPLOYEE IS RECOMMENDED FOR A MERIT INCREASE.

_____ MERIT INCREASE NOT RECOMMENDED AT THIS TIME.

COMMENTS: _____

DATE: _____ APPROVED: APPOINTING AUTHORITY _____

_____ DISBURSING OFFICER _____

_____ PERSONNEL OFFICER _____

Administrator, County Commission Performance Evaluation (Consolidated Report)

Name: Donald L. Mims
Review Period: September 15, 2016 – September 14, 2017
Personnel Dept Staff Member: Kaila Matney <i>VM</i>
Date: 11/13/2017 (Last Review received: 2/21/2018)

Significant Accomplishments:

Identify significant accomplishments during this recent performance period:

See Attachment – Significant Activities & Accomplishments

Legend: UNA = Unacceptable ACC = Acceptable EXC = Excellent OUT = Outstanding

Major Work Behaviors:	UNA	ACC	EXC	OUT
Serves as administrator to the County Commission in order to ensure that the Commission is informed of county business and to carry out the business of the Commission.			X	
Manages the budget for the County Commission to ensure appropriate expenditure of funds.			X	
Directs the county's financial, material and human resources for the County Commission.			X	
Manages various projects for the County Commission in areas such as economic development, land use, and property development.			X	
Assists the Commission in developing short and long range plans for overall direction of the county.			X	
Supervises personnel to include defining job duties, setting performance standards, evaluating performance, and recommending hiring, promotions, and disciplinary actions to the Commission.			X	
Receives and handles complaints or requests from the public and establishes and maintains an effective working relationship with citizens, elected officials, divisions and department heads, and the media.			X	
Coordinates legal matters of the Commission.			X	

Goals for next performance period:

Please continue to develop our Parks & Rec Department to implement new services and improve parks.
See Attachment – A Vision for the County Commission

**Administrator, County Commission
Performance Evaluation
(Consolidated Report)**

Development Needs:

Continue to perform job at highest level.
Critical to hire Deputy Finance that will excel.
Great hire in Hannah Hawk!
I appreciate your passion, experience, and dedication to the commission.
Diversity hirings
I am suggesting that the Administrator needs to work on communicating more effectively with all County Commissioners. There have been several instances where Commissioner Sankey was not informed of decisions that impacted the district he was elected to represent.

This report has been compiled from individual evaluations of the Montgomery County Commission and was compiled by a Personnel Department staff member.



Montgomery City-County Personnel Department Representative

2/21/2018
Date

This evaluation has been reviewed and approved by:

Chairman, Montgomery County Commission
(with concurrence of the MCC members)

Date

This evaluation has been reviewed and approved by:

Administrator, Montgomery County Commission:

Date

**A Vision for the County Commission
Presented By
Donald L. Mims, County Administrator
September 2017-2018**

1. Parks and Recreation

Expand programming partnerships with Montgomery Education Foundation, Montgomery County Extension, Kershaw YMCA and the City of Montgomery to provide more diverse programs, including outdoor programs and nutrition education. Expand events for senior citizens with focus on fitness and health. Increase variety of sports offered to include non-traditional sports such as archery, soccer and kayaking. Expand and upgrade playground equipment, improve safety through compliance with standards, improve accessibility, provide adequate maintenance, and provide additional shading and beautification of park sites. Review the mission and responsibilities of the Parks and Recreation Board to provide meaningful service to Montgomery County.

2. Risk Management

Implement a Teladoc program for County employees and their dependents, which has been approved by the County Commission. This program would allow for convenient primary care service, and at the same time save money for the County. Review opportunities for recovery of County dollars on unpaid liability claims. Evaluate the feasibility of enhancing a chronic care program for Medicare eligible retirees which will also save the County in overall healthcare costs. Evaluate the feasibility of Medicare Advantage plans and Medicare Supplement Plans for Medicare eligible retirees. Continue to promote wellness programs to produce a healthier workforce and increased savings to the Healthcare Fund. Finalize an ADA transition plan to address deficiencies related to accessibility of our rights of way and parks.

3. Public Affairs

Establish social media presence for Montgomery County. Update existing County website and consider design of a more mobile-friendly website. Develop means to bring attention to services performed by the County and to highlight accomplishments of County employees and Commissioners. Develop a marketing plan with standards for promotion of the County. Identify cost-effective ways to communicate with employees and citizens of Montgomery County, including quarterly email newsletters and monthly segment on local television.

4. Finance and Budget

Fill the vacant positions for Deputy Finance Director and Payroll and Benefits Assistant. Complete the GASB financial statements earlier before presentation to the Examiners of Public Accounts. Gather the required information for new reporting requirements for tax abatements in the 9/30/17 audited statements. Purchase and implement the new Tyler Tech CAFR builder software needed to prepare the annual GASB financial statement. Review the Fiduciary listing to identify funds that are eligible to be transferred out and

establish a better system of tracking deposits and expenditures from the Fiduciary Fund. Continue monitoring the budget to insure that budget levels are maintained. Assist departments in administering their budgets as approved and preparing budget changes as needed. Do Arbitrage reviews on County debt issues as required. Revise the County policy on travel and the use of Employer Provided Vehicles.

5. Purchasing

Continue to work on providing improved vendor information for bid request and encourage minority vendors to participate in the bid process. Move the purchasing department to adequate space in Annex III and review storage needs for maintaining purchasing information. Review the record filing and retention methods used and determine what would be the most efficient. Improve the fixed asset identification and listing process for inventory and depreciation purposes.

6. Sales Tax & Audit

Implement organizational structure/position changes. Simplify monthly tax comparison reports including implementing tax trend charts. Continue to work with software vendor Nitorco Inc., our Information Systems Staff and City of Montgomery Finance and Revenue Staff in further development and implementation of Sales Tax (SRT) Software Joint RFP Program Project. Continue working to increase the overall number of taxpayer audits conducted and taxpayer site visits in the year ahead by internal staff and by external audit service and collection contract firms to increase taxpayer compliance. Continue to focus on streamlining audit, assessment, taxpayer notifications and other administrative processes using latest technology available with less reliance on traditional paper method whenever possible. Continue coordination efforts with the Alabama Department of Revenue and with the City of Montgomery in accordance with existing reciprocal exchange of information sharing agreements specific to taxpayer audits and taxpayer reporting. Continue working with our legal counsel to ensure proper application of rules and laws and in expanding our enforcement actions and coordination efforts with other County Departments and various State Agencies to increase taxpayer compliance.

7. Administration

Transition to automated agenda and minutes system. Clearly define duties and responsibilities of administrative support staff. Develop plan of support for Deputy Administrator to ensure compliance with Public Works Bid Law. Develop improved filing system (electronic and paper) for contracts and other Commission documents. Increase number of fillable forms and establish on-line source for all County forms. Improve departmental communications to establish greater sense of community and cooperation.

8. General Services

Transition all County vehicles to GasBoy system. Develop improved work order system. Monitor ongoing building projects, including Annex I Dispatch, Vehicle Maintenance Shop, Annex II Retaining Wall, and Lawrence Street Parking Modifications. Prioritize and coordinate upcoming building projects. Review personnel needs for maintenance and

custodial services and identify improved use of salaries budget. Contract landscape duties for main campus and work with Personnel Department to reassign groundskeepers (2) to Parks and Recreation to maintain existing park properties and recently acquired properties. Develop evaluation system with employee input for Janitorial Services. Evaluate value and efficiency of existing Supply Store and consider alternatives.

**Significant Activities and Accomplishments
of the Organization**

Donald L. Mims, County Administrator

September 15, 2016 – September 14, 2017

1. Secured Grants

Grants received for the 2016/2017 year: Alabama Power Good Roots Grant for Shade Trees for Pintlala and Wingard Park - \$1,000, Mid-South RC&D Grant for Adult Fitness Equipment at Flatwood Park - \$10,400, Weatherization Grant - \$219,629. Grants pending: Eastwood Villa Housing Rehabilitation Community Block Grant - \$350,000.

2. Parks and Recreation

Youth Summer Enrichment Program served over 300 participants from five different sites, including Flatwood, Butler Community Center, Warrior Hill (Pine Level), Ramer, and Hope Hull. Summer activities included Kid's Catch Program and Urban STEAM Exploration, Reading on Wheels provided by the Montgomery Education Foundation, MCSO's fishing camp and wildlife education sessions, swimming lessons and pool activities at City of Montgomery and Kershaw YMCA pools. Strengthened adult programs at Flatwood. Assisted in development of plans for Old Selma Road Park. Expanded staff with hiring of Tucker Rainey as permanent, full-time Recreation Leader to assist with year-round youth and adult programming as well as provide regular park inspections to ensure strong maintenance schedule throughout the year.

3. Risk Management

Risk Management continued to generate innovative ways to control healthcare costs and increase utilization on the wellness programs and on-site health clinics. Some Risk Management initiatives over the last year included: introducing an option to receive a discount on monthly contributions if a health risk assessment is obtained. The plan design of the Health Management Plan was modified to be a better and more understandable benefit for County employees. The prescription network and formulary was modified to realize more savings to the County. In addition, we made a change in the Flexible Spending Account administrators to a national company with proven success to encourage more utilization with our employees. We have continued wellness options including at-work weight watcher classes and discounted YMCA memberships. Our employees continue to receive information on topics such as allergies and diabetes through wellness seminars administered by CareHere. A draft of an ADA transition plan was developed to address deficiencies related to accessibility of our rights of way and parks with the coordination of an external planning organization, a consultant and engineers. We have also supervised and administered safety and awareness training which has contributed to reduce accidents and motor vehicle claims. We have implemented a background policy and program to ensure quality personnel and avoid future potential liability. Lastly, Scott Kramer serves as a board member for the Public Management Association, States Risk Retention Group and Alabama City-County Management Association to influence policies and network on a national and statewide scale.

4. Finance and Budget

Audit: The Examiners of Public Accounts issued an unmodified opinion (Good Audit) on the September 30, 2015 financial statements. Furnished all financial information for the annual audit for the fiscal year ended September 30, 2016. Produced the annual GASB financial statements required by the Auditors.

Budget: Furnished departments with the funding levels for the budget and insured that submitted budgets were within the guidelines. Submitted a preliminary budget to the Commission for discussion and further review with departments. Monitored the budget during the year. Provided financial review information to each Commissioner including 1) Financial Results 2) Fund balances 3) Construction Projects Funding and 4) Education Sales Tax Uses.

Software: Software upgrades were implemented for the county financial system. A new product for producing the GASB financial reports is being considered.

5. Purchasing

Maintained the current County contracts and updated those that were required. Hired a new Buyer to replace an employee who retired in 2016. Reviewed vendor files for duplication and updates. Implemented the process of sending out bid request electronically. Began the process of tracking minority vendors.

6. Tax and Audit

Implemented online filing and remittance of lodging tax returns effective October 2016. Amended Montgomery County Taxpayers Bill of Rights to ensure compliance with legislation effected and tax law changes in FY 2016 and FY 2017 to date including Act No. 2016-406 and Act No. 2017-415. Implemented New "Live" Release of Sales Tax (SRT) Software Joint RFP Program Project in August 2017 to update version initially implemented in February 2016 and to implement interest rate change effective on August 1, 2017.

7. County Administration

Realigned divisions/departments to increase efficiency, clarify responsibilities, and more accurately reflect actual operations: Finance Director now reports directly to Administrator. Purchasing Department and Tax and Audit now report to Finance Director; however, bid documents are still routed to the Deputy Director before signature by the Administrator. Commission Office Administrative Support Specialists (2) and Associate (1) report to the Deputy Director. General Services Director (new position effective 8/1/2016) was hired to manage Support Services, Custodial staff, Janitorial Contractor and Mail and Supply Room, as well as coordinate and manage all building projects. Parks and Recreation Superintendent promoted to Parks and Recreation Director (new position effective 12/1/2016) and a full time Recreation Leader I hired in August 2017. Public Affairs Manager hired August 2017 to replace vacancy created in March 2017 and now reports to Deputy Administrator.

8. Building Projects

Completed exterior weatherization of Jail I and Courthouse with \$22,000 of owner's allowance not used. Completed HVAC and Fire Alarm Replacement at Courthouse, including rehab of Judges' elevator and new carpet and lighting in secure halls, with more than \$120,000 of owner's allowance not used. Completed roof replacement and elevator repairs at Scott Street Parking Deck. Renovation of Annex I First Floor and Dispatch near completion. Bid awarded for construction of Vehicle Maintenance Shop. Bid awarded for repair of retaining wall at Annex II. Developed comprehensive plan for repair and maintenance of County buildings. Coordinated estimates for repair of 100 South Perry Street Parking Deck.

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

March 1, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointments to the Industrial Development Board

On February 20, 2018, the Commission agreed to place on the next agenda the reappointment of Jerry Kyser and Greg Jones to the Industrial Development Board of the City of Montgomery. We have reached out to these board members and Jerry Kyser has agreed to be reappointed. We have not be able to contact Greg Jones at this time.

I am requesting that these reappointments be placed on a future agenda if Mr. Jones agrees to serve another term.

DLM/tn

Attachment

The Industrial Development Board
Of the City of Montgomery

Members

Members:

Term Expires:

Jerry Kyser
1537 Jean Street
Montgomery, AL 36107
Work: 262-8859

3/19/18

Greg Jones
P.O. Box 5278
Montgomery, AL 36103-5278
334-294-2636

3/19/18

Robert M. Hardwich, Jr.
Chairman

Act Number 2012-243 was passed during the Alabama Regular Legislative Session for the year 2012 to allow the Montgomery County Commission to appoint two members to The Industrial Development Board of the City of Montgomery, serving terms as currently provided for other members of the board.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: February 28, 2018

RE: Contract No. 53100-14B-030
Landscape Industrial Park

I request that the attached Amendment No. 5 to SharpCut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 5 will allow the contract to be extended for one hundred twenty (120) days, beginning March 19, 2018 and ending on July 17, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

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

**Amendment
To
Contract # 53100-14B-030**

Amendment No. 5

Contract with SharpCut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for one hundred twenty (120) days, beginning March 19, 2018 and ending July 17, 2018.

All other provisions of the contract remain the same.

WITNESS:

SHARPCUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Appraisal
DEPARTMENT HEAD: Clay Henley
SUPERVISOR: Clay Henley

POSITION INFORMATION:

Position Title Appraiser I
Position Number TBD
Pay Grade A06 Pay Range \$36,284-\$54,214
Proposed Effective Date 05/01/2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

I am requesting the elimination of a vacant Appraiser II position to be replaced with a new Appraiser I position.

Clay Henley
Department Head

Date 2/22/18

FINANCIAL IMPACT:

The 2018 budget includes \$77,750 for salary and benefits for the Appraiser II position. This position will be eliminated and replaced with the Appraiser I position at a cost of \$

Sherrill Thomas
Finance Director

Date 2/23/18

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

February 27, 2018

TO: Montgomery County Commission Chairman Elton Dean:

FROM: Paul H. Brown – Executive Director – Montgomery County Community Corrections

RE: Request for Irregular Step Increase for Community Corrections Officer

Dear Chairman Dean:

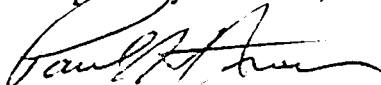
Community Corrections Officer, Michael Ligon, will be completing his New Employee Probationary Period at the end of March, 2018. This Officer was a Tuskegee Police Officer when he was offered a position with the Community Corrections Department and he has remained a certified APOST Officer at Community Corrections.

Mr. Ligon is a graduate of the Montgomery Police Academy and he earned his B.S. Degree from Tuskegee University in 2010. In addition to his Law Enforcement experience, Mr. Ligon has worked with the Macon County Department of Human Resources and the East Alabama Mental Health Authority. This experience provided him with excellent skills and understanding of the caseloads we manage and, in particular, those offenders with Mental Health and Substance Use problems. Since hired, Mr. Ligon has worked both the Felony Jail/Prison and Misdemeanor Courts and has assimilated an excellent working knowledge of program operations.

In addition to his regular duties, Mr. Ligon has been learning and is being prepared for management of the Pre-Trial Release Caseload upon the return of an officer who has been away for several months for military duty. Mr. Ligon has completed all of the mandatory ADOC training modules and is now qualified to administer the Alabama Risk Assessment System, Behavioral Health Screens, and has been certified to operate our LETS/NCIC Criminal Data Access Terminal. Mr. Ligon's rapid assimilation of these competencies, his interest in and preparation for taking on a very important caseload that saves the County money diverting offenders from the MCDF, and his performance since he was hired make this employee a valued asset for the Community Corrections Department.

Based on Officer Ligon's exceptional performance, I am requesting to Brief the Commission on a Future Agenda item to approve an irregular Step Increase for Officer Ligon from A6/1 (\$36,284) to A6/3 (\$38,845), effective the pay period beginning April 9, 2018. This requested Irregular Pay Increase is within the presently authorized Personnel Budget line item.

Respectfully submitted,


Paul H. Brown – Executive Director

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

12-1

2018 Walk Chairs
Bill Wallace
Julia Wallace

Past Chairs
2017 Walk Chair
Carl Barker
2016 Walk Chair
Russ Tyner
2015 Walk Chair
Neill Wright

Legacy Advisors
Angus Cooper, II
Melanie Halvorson, MD
William "Bibb" Lamar, MD
Robert R. McGhee
James A. Miller, PhD
Ann Rayburn, RN
Senator Hani Anne Smith
Thomas H. Watson, MD

State Board of Directors
President
Edna Weaver
1st Vice President
Deborah Grimes
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Rodney Zeigler

Middle Alabama
Board of Managers
President
Catina James
Members
Roberta Collins
Ruth Crenshaw-Love
Louvenia Graham
Liz Jordan
Sheila Judge
Barbi Lea
Susie Person
Gwen Pollard
Maggie Ross
Angela Underwood
Murray Van Rodich
Betty Woolfolk
Rodney Zeigler

Executive Director
EW "Jack" Jackson, III

South Alabama
Regional Director
Becki Connally

February 27, 2018

Chairman Elton N. Dean, Sr.
Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

Dear Chairman Dean,

On behalf of the Alabama Kidney Foundation, thank you for the opportunity to request funding for the Foundation's Financial Assistance Program, which serves dialysis patients in Middle Alabama. We greatly appreciate the Montgomery County Commission's past support and hope you will consider giving to this cause again by making a contribution of \$10,000.00.

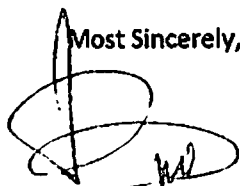
All funding for this program serves low-income dialysis patients who qualify financially to help with their daily living expenses and with transportation expenses to and from weekly dialysis treatments. There are over 10,000 Alabamians who undergo multiple weekly dialysis treatments to sustain life, and over 2,000 receive assistance from the Foundation through this program. Just one missed dialysis treatment can result in hospitalization; multiple missed treatments can result in death.

The Alabama Kidney Foundation is the only state-based organization that serves patients who reside in Alabama. Year after year, patients who live in Middle Alabama receive more financial support than those in North, Central or South Alabama. Statewide, more than \$650,000 was provided in financial assistance in 2017 with Middle Alabama receiving the most assistance...an outstanding \$350,000...43% percent of the statewide total. The need is great in the Middle Alabama region, and we appreciate the support of the Montgomery County Commission to provide much-needed assistance for kidney patients in the area.

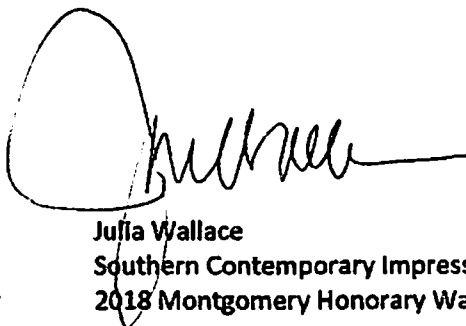
The primary way the Alabama Kidney Foundation raises funds to provide financial assistance is through the annual Kidney Walk. Julia and I are honored to participate this year as the 2018 Honorary Walk Chairs and hope you will join us for the event. The Kidney Walk is taking place on Saturday, May 5th at 8:30 a.m. at the Baptist Health DeBoer Building.

Thank you for your time and consideration in supporting this worthy cause.

Most Sincerely,



Bill Wallace
Goodwyn Mills & Cawood, Inc.
2018 Montgomery Honorary Walk Chair



Julia Wallace
Southern Contemporary Impressionist Painter
2018 Montgomery Honorary Walk Chair



www.alkidney.org
Middle Alabama Regional Office

Tammy Nix

From: Pierce, Tom <tpierce@montgomeryal.gov>
Sent: Tuesday, February 13, 2018 11:52 AM
To: Donald Mims
Subject: RE: Fairview Avenue Farmers Market
Attachments: Operating expense FY16' and FY17'.pdf; Purchase of Building.pdf

Donnie

Attached are the operating expenses and purchase of the building documentation you requested.

I misunderstood when it was explained to me what the agreement with the County Commission was concerning this property.
Please give me a call when you can.

Thanks

Tom Pierce
Director of General Services
(334) 625-3633 office
(334) 354-6330 cell

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Friday, February 09, 2018 2:58 PM
To: Pierce, Tom <tpierce@montgomeryal.gov>
Subject: Fairview Avenue Farmers Market

Tom,

I presented your January 22, 2018 email and Lease with Alabama Rural Community Farmers to the County Commission during their meeting on February 5, 2018. During the meeting, the Commission discussed prior year budget changes in the amount of \$4,500 in 2016 and \$9,900 in 2017. The appropriations were to the City of Montgomery for operating expenses of the Fairview Avenue Farmers Market. From the discussion among Commissioners, it was their impression that they were funding operating expenses and not a Lease payment.

The Commission requested that I obtain from you the expenses that the City incurred during 2016 and 2017 relative to the operation of this Farmers Market (utilities, etc.). Also, please advise as to what costs the City incurred in acquiring the Farmers Market property.

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

Thank you for your assistance.

Donnie

CITY OF MONTGOMERY PROJECT TRIAL BALANCE

02/12/2018

		PROJECT TO DATE		CURRENT FISCAL YEAR TO DATE		
Account Code	Description	Budget	Actual	Actual	Encumbrance	Balance
4371178 - FAIRVIEW AVE FARMERS MARKET		Project: CITY CAPITAL PROJECT				
4 REVENUE						
47701	RENT-CITY	18,900.00	18,900.00	0.00	0.00	0.00
477	- RENTAL FEES	18,900.00	18,900.00	0.00	0.00	0.00
47980	OTHER MISCELLANEOUS		0.00	0.00	0.00	0.00
Total For 47 - OTHER OPERATING REVENUES		18,900.00	18,900.00	0.00	0.00	0.00
48201	TRANSFER IN/FROM	20,000.00	20,000.00	0.00	0.00	0.00
482	- TRANSFERS FROM OTHER	20,000.00	20,000.00	0.00	0.00	0.00
Total For 48 - TRANSFERS FROM OTHER FUND		20,000.00	20,000.00	0.00	0.00	0.00
Total For 4 - REVENUE		38,900.00	38,900.00	0.00	0.00	0.00
7 EXPENDITURES						
72201	MATERIALS & SUPPLIES	8,700.00	7,853.49	0.00	0.00	846.51
722	- OPERATING SUPPLIES	8,700.00	7,853.49	0.00	0.00	846.51
Total For 72 - OPERATIONAL EXPENSES		8,700.00	7,853.49	0.00	0.00	846.51
73501	UTILITIES	28,400.00	48,516.51	8,001.97	0.00	-20,116.51
735	- UTILITIES	28,400.00	48,516.51	8,001.97	0.00	-20,116.51
Total For 73 - SERVICES & FEES,		28,400.00	48,516.51	8,001.97	0.00	-20,116.51
75307	COMPUTER	1,800.00	995.00	0.00	0.00	805.00
753	- EQUIPMENT - NON-CAPITALIZED	1,800.00	995.00	0.00	0.00	805.00
Total For 75 - NON-CAPITAL OUTLAY		1,800.00	995.00	0.00	0.00	805.00
Total For 7 - EXPENDITURES		38,900.00	57,365.00	8,001.97	0.00	-18,465.00
4371178 - FAIRVIEW AVE FARMERS Revenue		38,900.00	38,900.00	0.00	0.00	0.00
Expense		38,900.00	57,365.00	8,001.97	0.00	-18,465.00
Net (RV-XP)		0.00	-18,465.00	-8,001.97	0.00	-18,465.00
Revenue		38,900.00	38,900.00	0.00	0.00	0.00
Expense		38,900.00	57,365.00	8,001.97	0.00	-18,465.00
V-XP)		0.00	-18,465.00	-8,001.97	0.00	-18,465.00

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0.00 *

Report:
User:

Page
1

Current Date: 02/12/2018
Current Time: 12:15:25

14-2

General Ledger Transaction Detail

Post Date	Sub-System	Reference	Sec. Ref.	Batch/Set ID	PEID	Description	Misc/Check #	Debits	Credits	Net Balance
4371178	73501	FAIRVIEW AVE FARMERS MARKET UTILITIES								
								Beginning Balance:		0.00
07/09/2015	OH	13867.081	5691380083	UT13867	0000229	AL POWER COMPAN 5691380083	00586494	1,750.39		1,750.39
08/13/2015	OH	13884.081	5691380083	UT13884	0000229	AL POWER COMPAN 5691380083	00587928	2,065.06		3,815.45
09/10/2015	OH	13902.082	5691380083	UT13902	0000229	AL POWER COMPAN 5691380083	00589738	2,049.38		5,864.83
09/30/2015	OH	13918.085	5691380083	UT13918	0000229	AL POWER COMPAN 5691380083	00590923	1,869.00		7,733.83
12/09/2015	OH	13972.082	5691380083	UT13972	0000229	AL POWER COMPAN 5691380083	00593883	1,378.41		9,112.24
01/11/2016	OH	13988.082	5691380083	UT13988	0000229	AL POWER COMPAN 5691380083	00595103	1,561.75		10,673.99
05/12/2016	OH	14056.082	5691380083	UT14056	0000229	AL POWER COMPAN 5691380083	00600312	1,422.23		12,096.22
06/09/2016	OH	14074.083	5691380083	UT14074	0000229	AL POWER COMPAN 5691380083	00601620	1,628.92		13,725.14
07/14/2016	OH	14094.082	5691380083	UT14094	0000229	AL POWER COMPAN 5691380083	00603067	1,969.58		15,694.72
08/11/2016	OH	14111.083	5691380083	UT14111	0000229	AL POWER COMPAN 5691380083	00604375	2,134.29		17,829.01
09/30/2016	OH	14145.082	5691380083	UT14145	0000229	AL POWER COMPAN 5691380083	00607215	2,072.27		19,901.28
09/30/2016	OH	14175.068	5691380083	UT14175	0000229	AL POWER COMPAN 5691380083	00608538	251.03		20,152.31
11/09/2016	OH	14176.085	5691380083	UT14176	0000229	AL POWER COMPAN 5691380083	00608538	1,205.52		21,357.83
12/08/2016	OH	14198.085	5691380083	UT14198	0000229	AL POWER COMPAN 5691380083	00609741	1,349.24		22,707.07
01/12/2017	OH	14216.085	5691380083	UT14216	0000229	AL POWER COMPAN 5691380083	00611082	1,716.05		24,423.12
02/07/2017	OH	14229.084	5691380083	UT14229	0000229	AL POWER COMPAN 5691380083	00612337	2,094.20		26,517.32
03/09/2017	OH	14248.083	5691380083	UT14248	0000229	AL POWER COMPAN 5691380083	00613523	1,846.18		28,363.50
04/06/2017	OH	14265.082	5691380083	UT14265	0000229	AL POWER COMPAN 5691380083	00614821	1,728.42		30,091.92
05/11/2017	OH	14284.082	5691380083	UT14284	0000229	AL POWER COMPAN 5691380083	00616488	1,324.61		31,416.53
06/15/2017	OH	14299.082	5691380083	UT14299	0000229	AL POWER COMPAN 5691380083	00618032	1,447.99		32,864.52
07/13/2017	OH	14315.082	5691380083	UT14315	0000229	AL POWER COMPAN 5691380083	00619241	1,789.94		34,654.46
08/10/2017	OH	14331.084	5691380083	UT14331	0000229	AL POWER COMPAN 5691380083	00620494	1,897.08		36,551.54
09/14/2017	OH	14349.083	5691380083	UT14349	0000229	AL POWER COMPAN 5691380083	00621991	1,968.73		38,520.27
09/30/2017	OH	14364.082	5691380083	UT14364	0000229	AL POWER COMPAN 5691380083	00623147	1,767.10		40,287.37
09/30/2017	OH	14391.062	5691380083	UT14391	0000229	AL POWER COMPAN 5691380083	00624657	227.17		40,514.54
11/16/2017	OH	14392.084	5691380083	UT14392	0000229	AL POWER COMPAN 5691380083	00624657	1,090.32		41,604.86
12/06/2017	OH	14409.084	5691380083	UT14409	0000229	AL POWER COMPAN 5691380083	00625517	1,344.92		42,949.78
01/09/2018	OH	14422.083	5691380083	UT14423	0000229	AL POWER COMPAN 5691380083	00626741	1,928.87		44,878.65

General Ledger Transaction Detail

Post Date	Sub-System	Reference	Sec. Ref.	Batch/Set ID	PEID	Description	Misc/Check #	Debits	Credits	Net Balance
02/08/2018	OH	14436.083	5691380083	UT14436	0000229	AL POWER COMPAN 5691380083	00627775	3,637.86		48,516.51
						Total UTILITIES		48,516.51	0.00	48,516.51
						Total FAIRVIEW AVE FARMERS MARKET		48,516.51	0.00	48,516.51
						Grand		48,516.51	0.00	48,516.51

000
 8-16 1/2 17
 0.00 *
 40,514.54 +
 7,733.83 -
 002
 32,780.71 *
 000
 0.00 *

14-4

FY 2016

General Ledger Transaction Detail

Computer Equipment

Post Date	Sub-System	Reference	Sec. Ref.	Batch/Set ID	PEID	Description	Misc/Check #	Debits	Credits	Net Balance
4371178	FAIRVIEW AVE FARMERS MARKET									
75307	COMPUTER HARD/SOFTWARE <\$5000									
12/09/2015	OH	10/26-11/25/15		OH094389	0903193	BARRY O CRABB 9844	00593896	995.00		995.00
Total COMPUTER HARD/SOFTWARE <\$5000								995.00	0.00	995.00
Total FAIRVIEW AVE FARMERS MARKET								995.00	0.00	995.00
Grand								995.00	0.00	995.00

14-5

SAVE SYSTEMS INCORPORATED
16715 HILLTOP PARK PLACE
P.O. BOX 23369
CHAGRIN FALLS, OH 44023-0369

INVOICE

Page 1

(440) 543-3388 email@savesystems.com

ORDER # 6412

INVOICE # 6412

DATE 9/9/15

DATE 9/9/15

Bill To
CITY OF MONGOMERY
ACCOUNTS PAYABLE
PO BOX 1111
MONGOMERY AL 36104

Cust # 296

Ship To

P.O. NUMBER	TERMS	SHIP DATE	Via	F.O.B.	Sales Rep	Code
VERBAL	CREDIT CARD	9/9/15	FED EX ON	ORIGIN	O'BRIEN	
ORD	SHIP	ITEM #	DESCRIPTION	T	PRICE	AMOUNT
2	2 PARTS		DELL SAS 600GB 15K DRIVES Invoice paid 11/3/15 with VISA card ending 3893. capture 080456 ref 0016		455.00	910.00

Amount Paid \$ 0.00
Amount Due \$ 995.00

				SubTotal	\$	910.00
				Tax 1 on 0.00 @ 0.000 %	\$	0.00
				Tax 2 on 0.00 @ 7.000 %	\$	0.00
				Freight	\$	85.00
				Total	\$	995.00
STATEMENT						
0 - 30	31 - 60	61 - 90	over 90			
\$0.00	\$0.00	\$0.00	\$995.00			

14-6



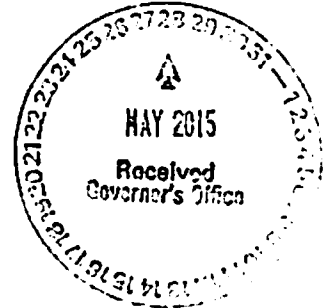
John McMillan
Commissioner

STATE OF ALABAMA
DEPARTMENT OF AGRICULTURE AND INDUSTRIES
1445 Federal Drive • Montgomery, Alabama 36107-1123

May 28, 2015

Governor Robert Bentley
State Capital
600 Dexter Avenue
Montgomery, AL 36130

*Reviewed
5/28/15
[Signature]*



Dear Governor Bentley:

Please find enclosed with this letter a Warranty Deed, Agreement to Transfer Property, and a closing statement with title search information concerning the Fairview Farmers Market Property located at 150 West Fairview Avenue in Montgomery, Alabama.

The Department of Agriculture and Industries, hereinafter "ADAI," attempted to sale or lease the above described property pursuant to Ala. Code §§ 9-15-70 through 9-15-84 during the fall of 2014. No person or entity desired to purchase or lease the property in accordance with these statutory provisions. As a result, the City of Montgomery and this Department feel that the City is in the best position to manage and maintain the Fairview Farmers Market Property. ADAI wishes to transfer this property to the City pursuant to Ala. Code § 9-15-82(b). ✓

Please approve the enclosed agreement and deed, and my office will ensure that the City files all necessary paperwork in Montgomery County.

Sincerely,

[Signature]
John McMillan
Commissioner;

Acting Chair.
State Board of Agriculture & Industries

Agreement to Transfer Property

Whereas the Alabama Department of Agriculture & Industries, hereinafter "ADAI," owns real property, hereinafter "Property" located at 150 West Fairview Avenue, Montgomery, AL, commonly known as the Fairview Farmers Market. This property serves as a market to provide fresh produce and food items to the local community:

Whereas the City of Montgomery, hereinafter "City," wishes to maintain the presence of a farmers market in the Fairview Avenue community and improve the economic and social condition of the location surrounding the Property:

Whereas ADAI and the City both believe that the City is better able to manage and utilize the Property for the most positive impact of the Fairview Avenue community:

ADAI and the City agree to the following terms:

1. ADAI will transfer by warranty deed the Property to the City effective June 1, 2015, as allowed by §9-15-82 (b), Code of Alabama, 1975. The City will purchase the Property for the sum of one dollar (\$1.00).
2. City will utilize the Property for the best economic and social impact on the Fairview Community.
3. If at any time before 11:59 p.m. on December 31, 2018, the City sells the Property to any entity for any use other than a local farmers market, City agrees to pay to ADAI thirty percent of the purchase price City receives for the Property.
4. This transfer will be subject to any use restrictions that may run with the Property. City will conduct due diligence regarding any restrictions that may exist, and by completing this transfer agree to comply with such restrictions.

All parties agree and understand that the text of this document is the sole agreement between the parties, and no other written or oral obligations, conditions, or promises will be considered in determining the scope of this agreement.

IN WITNESS WHEREOF, this agreement is entered into by the parties on this the 28th day of May, 2015.

Alabama Department of Agriculture & Industries

By: John McMillan

John McMillan, Commissioner

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 49

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 4/14/2016
DATE: 4/14/2016 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: *D L Mims* 5/2/16
Elected Official/Dept. Head Administrator

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-57806.447	0	4,500	4,500
Donation Revenue	001-59310.498	(345,000)	(4,500)	(349,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(345,000)	0	(345,000)

JUSTIFICATION:

Budget for an appropriation to the City of Montgomery for operation expense of the Fairview Avenue Farmers Market.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 44

AGENDA

MAY - 1 2017

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 4/17/17
Elected Official/Dept. Head Date

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

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-57806.447	0	9,900	9,900
Donation Revenue	001-40000.47701	(359,564)	(9,900)	(369,464)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 359,564)	\$ 0	(\$ 359,564)

JUSTIFICATION: To budget for an appropriation to the City of Montgomery for operation expense of the Fairview Avenue Farmers Market.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

27 February, 2018

Mr. Mims;

Please place this request on the agenda for the County Commission Meeting scheduled for 5 March, 2018 for the Commission's consideration.

Thank You



Derrick Cunningham, Sheriff

15-1

Office of the Sheriff

Sheriff John A. Williams, Sr.



owndes County

February 26, 2018

To: Montgomery County Commission

Re: Vehicle Purchase

I, Sheriff John Williams, would like to purchase several of your sale vehicles. If there are any questions or any further information needed please give me a call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Williams', with a long horizontal flourish extending to the right.

Sheriff John Williams
Lowndes County Sheriff



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

28 February, 2018

Mr. Donnie Mims;

Please place the attached request from Sheriff Rodgers of the Bullock County Sheriff's Office on the agenda for the March 5th County Commission meeting for the Commission's consideration.

Derrick Cunningham, Sheriff

16-1

Raymond D. Rodgers
SHERIFF

Anthony L. Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

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

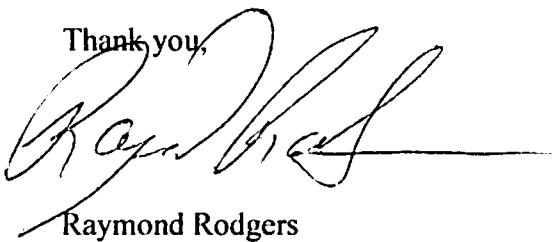
February 23, 2018

TO: Montgomery County Commission

From: Sheriff Raymond Rodgers

I am Sheriff Rodgers with the Bullock County Sheriff Department, I'm requesting to purchase one of the vehicles' that Sheriff Cunningham has on surplus at the agreed price of \$4,500.00.

Thank you,

A handwritten signature in black ink, appearing to read 'Ray Rodgers', with a long horizontal stroke extending to the right.

Raymond Rodgers

Sheriff of Bullock County



City of Montgomery, Alabama

Engineering Department
Patrick W. Dunson

Todd Strange
Mayor

Montgomery City Council Members

Charles W. Jirright - President	Brantley W. Lyons	Fred F. Bell
Tracy Larkin - Pro Tem	David M. Burkette	Arch Lee
Richard Bollinger	William A. Green	Glen Pruitt, Jr.

February 16, 2018

Montgomery County Commission
C/O Donald L. Mims
County Administrator
P.O. Box 1667
Montgomery, AL 36102

RE: Felder Rd. Improvements to Benefit the 187th Fighter Wing, Alabama Air National Guard

In conjunction with the January 25, 2018 MCC Resolution, I am requesting payment from the County for full participation cost in the amount of \$30,000 for the design work associated with the ALANG Infrastructure Projects for the 187th Fighter Wing, please reference City Project Number: COMP-02-17.

TOTAL AMOUNT DUE

\$30,000.00

Please make check payable to the City of Montgomery, reference COMP-02-17.

Remit Address: Patrick Dunson, P.E.
City Engineer
City of Montgomery
P. O. Box 1111
Montgomery, Alabama 36101-1111

If you have any additional questions regarding this notice please contact:

Patrick Dunson, P.E. *P.D.*
City Engineer
Engineering Department
(334)625-2695

APPROVED FOR PAYMENT

D.L. Mims 2/16/18
ADMINISTRATOR DATE

dsr

Midtown Montgomery Neighborhood Alliance

P.O. Box 3815

Montgomery, Alabama 36109

Donald Mims

County Administrator

Montgomery County, Al.

Sir:

I respectfully request to be put on the County Commission meeting agenda
March 19, 2018.

I want to discuss/request a vote be taken on changing the Comments from
Citizens portion of the agenda to be in the beginning of the meeting, after a
quorum is established.

Respectfully,

Crews Reaves

MMNA President

(334)202-8194 cell

Tammy Nix

From: Gilbert Darrington <gilbert.darrington@hservinc.org>
Sent: Thursday, February 22, 2018 8:36 AM
To: Donald Mims
Subject: Presentation to the County Commissioners

Good morning Donnie!

I hope that all is well with you this morning. Chairman Dean asked me to contact you to get on the calendar of one of the upcoming County Commission meetings. He said that it should probably be in March or April when all of the Commissioners would be present. I did a presentation for Chairman Dean which included all of the services that we offer and the number of patients that we serve in Montgomery County. He wants me to give the same presentation to the full board. Let me know when you have a spot for me to present. Have a great day!



HEALTH SERVICES, INC.
healthservicesinc.org

GILBERT F. DARRINGTON

CHIEF EXECUTIVE OFFICER

1845 Cherry Street
Montgomery, AL 36107
334.420.5001 ext. 113

FAX: 334.264.4353

gilbert.darrington@hservinc.org

2018 BOARD OF DIRECTORS
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NaphCare, Inc

Vice Chair
Ross Mitchell
Brookwood Baptist Health

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Ashley Tabb
1919 Investment Counsel

Treasurer
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Vulcan Industrial Contractors Co. LLC

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Wells Fargo Advisors

Joshua Cornutt
Movement Mortgage, LLC

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Drummond Company, Inc.

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Care Network of Alabama

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Graham & Company

Gusty Gulas
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Hart Law LLC

Kidada Hawkins
Shoals Hospital

Lilly Holt
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Delpha Jones
Woodforest National Bank

Kelli Lachowicz
Children's of Alabama

Edmond Miller
AHO Architects

Andrew Rains
BLOX

Josh Rawls
Regions Bank

John Reagan
Mercedes-Benz U.S. International

Breanna Sexton
Re Max Southern Homes

Thomas St. John
Alabama Power Company

Desmond Thomas
Mayer Electric Supply Company

Tripp Watson
The Watson Firm



February 15, 2018

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

Dear Mr. Mims,

Kid One Transport is appreciative of the support from the Montgomery County Commission. The support provided by the Montgomery County Commission allows us to continue our efforts of removing the transportation barrier for children and expectant mothers in Montgomery County.

Kid One Transport provides transportation to children and expectant mothers who have limited or no transportation to medical care. We bridge the transportation gap that prevents thousands of Alabama's children and expectant mothers from accessing much needed health care services, thereby ensuring a higher quality of life for each individual and family that we serve.

In 2017 we provided 3,214 transports in Montgomery County, including transports for general well-checks and other basic services, such as vision or dental screenings or prenatal care. They also include transports for children who need treatment for life saving treatments such as dialysis and chemotherapy. We play a vital role in helping to meet the healthcare needs of the indigent population.

I have enclosed a Montgomery Fact Sheet which will give you more detailed information on our impact in the county. An item of interest may be the transports we provide for residents outside of Montgomery County for healthcare. In 2017 we bought in 255 clients for services in Montgomery County. As you consider your budget for the next fiscal year, I kindly request your consideration of funding to support our efforts to us achieve our goal of ensuring that the children and expectant mothers are accessing the care that they need. We ask your consideration of funding in the amount of \$8,000 to cover the fuel expense of one Kid One driver dedicated to providing transports to the residents of Montgomery County.

Please don't hesitate to contact me if you have any questions, concerns, or would like additional information. I can be reached at 205. 978.1001 or mholdbrooks@kidone.org. Thank you for all you do to serve Montgomery and we look forward to working with you.

Sincerely,

Matt Holdbrooks
President

MTGY CO. COMMISSION
FEB 20 '18 PM 12:22



MONTGOMERY COUNTY FACT SHEET

SERVICE HISTORY:

- Since 1997 Kid One has provided 41,309 transports in Montgomery.
- In 2017 we provided 3,214 transports.
- Transports in the area account for 15% of total annual transports statewide.
- 2,680 transports remained in Montgomery, 534 were outside of Montgomery for specialty care
- 255 transports for care into Montgomery from surrounding counties

WHO WE SERVE:

- 81% of clients are African American, 11% are Caucasian, 7% are Hispanic, and 1% identify as Other.
- 75% of Kid One parents and expectant mothers have a high school education or less.
- A lack of financial stability is most often what results in clients calling Kid One.
 - 97% do not own a car or cannot drive the one they own due to cost constraints.
 - 83% of families utilizing our service report family income of less than \$10,000.
- 67% of Kid One clients were referred to us by their health care provider, and 24% were referred by a friend or relative.

BENEFITS TO FAMILIES SERVED:

- Peace of mind — clients never have to choose between a paycheck and taking their child to the doctor.
- Over 50% of clients report their child was sick less often and missed fewer days of school since they began utilizing Kid One's service. 48% of clients also reported a decrease in emergency room visits.
- 40% of clients reported an improvement in overall health and well being after they began using Kid One.
- 70% of parents and/or caregivers reported improvement in the child's behavior at home and a decrease in behavioral problems at school since they began using Kid One.

THE NEED IN MONTGOMERY:

- Over 19,000 or 33% children in Montgomery County are living in poverty. Of these children, over 4,000 suffer from a physical or mental disability.
- Over 7,000 families in Montgomery County do not own a vehicle.
- 28% of expectant mothers in Montgomery County do not receive adequate prenatal care, and 10.4% of all babies born in Montgomery County are low weight births.
- Infant mortality of 8.8% in Montgomery County slightly exceeds the state rate of 8.7%, but is well above the natural average of 5.9%



2101 Eastern Blvd
Suite 223
Montgomery, AL 36117
334.409.0522

Dear Commissioners:

I would like to thank you for taking the time to consider this opportunity. You understand as we do that the arts are important to the growth of a community. A thriving arts community in Montgomery not only adds to the quality of life for the region, but creates a more attractive environment for job growth and development.

Dance Lives Here

Montgomery Ballet was established in 1958, holding a rich tradition of providing quality ballet performances and high level dance education. Our new slogan is "Dance Lives Here," emphasizing that we are a ballet company whose professional dancers live right here in Montgomery. Unlike other organizations that hire dance professionals from out of town for individual shows, our professional dancers rent apartments, buy groceries, and enrich the community by living here. Your contribution will not only help make this production a reality, but also help a professional dancer remain part of the Montgomery economy.

Title Sponsorship Opportunity

Montgomery Ballet is seeking a title sponsor for Wizard of Oz, to be held on May 12 and 13 of this year. Title sponsorship comes with a wide array of valuable benefits, including:

- **Print Media:** Your organization's logo would be on all road signs, programs, and flyers.
- **Online Media:** Your organization would be featured on all social media advertising and posts.
- **Media:** Montgomery ballet has a special relationship with the media. For each show we receive coverage on both major tv news channels, the radio, and the local paper. During these interviews your organization would be recognized directly.
- **Performance Announcement:** Before each performance, your organization would be announced as the title sponsor.
- **Meet and Greet:** We can provide a meet and greet with the dancers to your organization with your employees after a show.

The performance will be held at the Alabama Shakespeare Festival. Wizard of Oz already has spurred much interest within the community, building on momentum from highly successful ticket sales from Nutcracker and two sold-out performances of Carmen in February of this year. The interest and thirst for ballet is here in Montgomery and we expect Wizard of Oz to be a great success. Montgomery Ballet would begin advertising immediately, giving the title sponsor two months of solid recognition.

21-1

Value to Montgomery County Commission

When it comes to supporting the arts and community, the Montgomery County Commission has been a positive force. You understand that building quality of life in a community requires much more than infrastructure. It requires supporting culturally enriching events that keep a community vibrant and rewarding.

As the local ballet focused on bringing professional dancers to our community, Montgomery Ballet hopes it can build on this commitment to ballet by securing a **\$5,000 contribution** from the Commission to serve as title sponsor of Wizard of Oz. This extremely important contribution will allow us to stage two performances of the ballet for people in the River Region and beyond.

Thank you for considering making a contribution to the Montgomery Ballet.

Sincerely,

Danny Mitsios

Executive Director

Cell Phone: 904.607.4982

Email: dmitsios@hotmail.com

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Monday, February 26, 2018 11:06 AM
To: Donald Mims
Cc: Tammy Nix
Subject: FW: Tri-County 10-Yr Project Maps (11x17) -Autauga + Elmore
Attachments: AutaugaCo_10YrProj_HouseDist.pdf; ElmoreCo_10YrProj_HouseDist.pdf

This is the information that Commissioner Dean requested at the last Commission meeting. Projects for Autauga and Elmore Counties.



Central Alabama Regional Planning and Development Commission

Greg Clark
Executive Director
(334) 262-4300

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

From: Phoenix
Sent: Monday, February 26, 2018 10:38 AM
To: Greg Clark <gclark@carpdc.com>
Subject: Tri-County 10-Yr Project Maps (11x17) -Autauga + Elmore

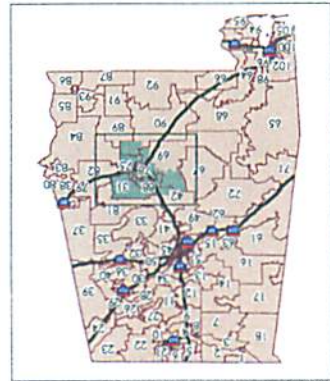
Here are the requested maps for Autauga and Elmore's 10-year projects listing. I will have to send Montgomery's in a follow up email because they are all large files.

Thank you,

Phoenicia "Phoenix" Robinson, B.ARCH
Planner I / GIS Technician
Central Alabama Regional Planning and Development Commission
430 South Court Street
Montgomery, AL 36104
334|262|4300, ex. 220

CARPDC TEN-YEAR FUNDED PROJECT LIST FOR THE CENTRAL ALABAMA REGION

AS OF AUGUST 2017



Alabama House Districts



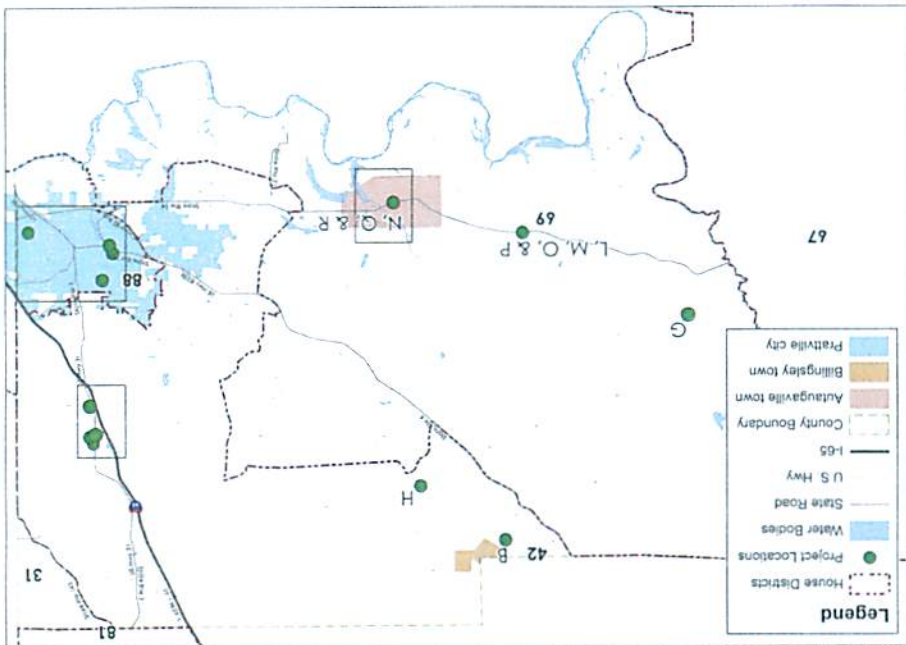
Autauga County



Pine Level Community



Prattville



Autauga County

Funded Project List for Autauga County

#	Open Grants	Funded	Grant Type	Project Description	Award Total	Match Total	Total Cost	Total Cost	Accomplishments (if Job, Rebuilding, etc.)
A	Autauga County WPCF for Pine Level	2016	Water Improvements	Construction of Effluent Lighting Tower Connections and Pumps	78,910.71	139,489.29	218,400.00	218,400.00	Rebuilt the Pine Level Community & Surrounding
B	Autauga County CDBG for Biological Water	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
C	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
D	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
E	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
F	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
G	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
H	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
I	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
J	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
K	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
L	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
M	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
N	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
O	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
P	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
Q	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
R	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
S	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
T	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
U	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
V	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
W	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
X	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
Y	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding
Z	Autauga County CDBG for Pine Level	2015	Water Improvements	Water Improvements	350,000.00	350,000.00	700,000.00	700,000.00	Rebuilt the Pine Level Community & Surrounding



CARPDC TEN-YEAR FUNDED PROJECT LIST FOR THE CENTRAL ALABAMA REGION

AS OF AUGUST 2017

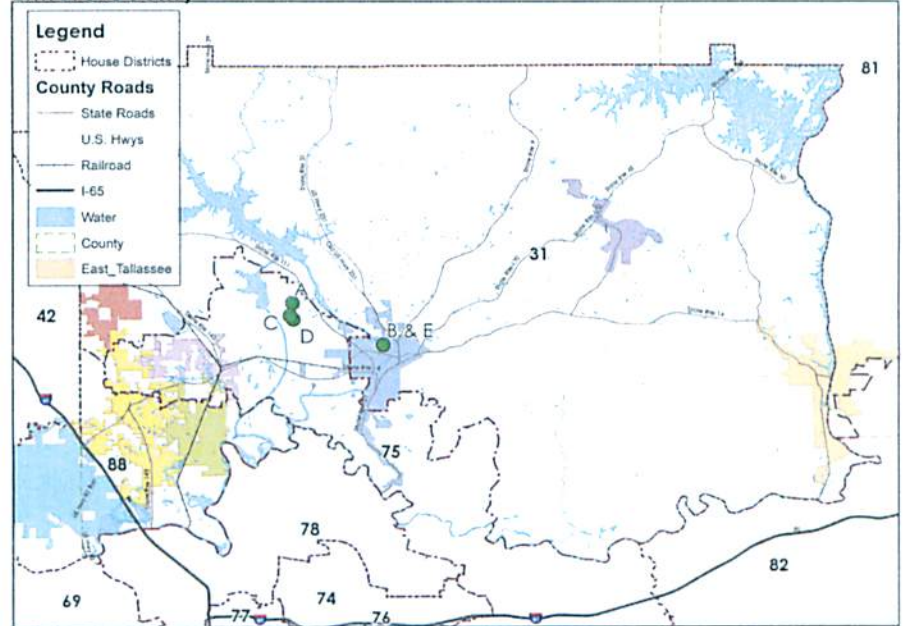
Coosada



Eclectic



Elmore County



Elmore



Tallassee



Wetumpka



Millbrook



Funded Project List for Elmore County

#	Open Grants	FY Funded	Grant Type and/or Brief Description	Award Total	Match Total	Total Cost	Total Capital Investment	Accomplishments (If Jobs, Beneficiaries, etc.)
A	Elmore County Housing Rehab & Demolition	2014	Crenshaw Village	330,000.00	35,000.00	365,000.00		174 Beneficiaries
B	Elmore County ARC for Outdoor Elmore Plan	2013	Outdoor Elmore Planning Grant	30,000.00	20,000.00	50,000.00		Outdoor Recreation Master Plan for Elmore County
C	Elmore County Mid-South RCAD Grant	2013	Grandview Park Playground Equipment	10,000.00	0.00	10,000.00		New playground equipment for Crenshaw Park
D	Elmore County CDBG for Crenshaw Water	2010	Water Improvements	261,258.48	54,990.20	316,248.68		503 beneficiaries
E	Elmore County Partnership for Children Grant	2009	Substance Abuse Prevention	121,000.00	0.00	121,000.00		Paroled tobacco and alcohol prevention programs throughout County
F	Coosada Alabama Forest Tree Grant	2010	Purchase Trees	148.00	0.00	148.00		Provided new trees within Town
G	Coosada Firelighter Equipment Grant	2007	Equipment Purchase	3,895.00	203.00	4,098.00		New firefighting equipment
H	Elmore County CDBG Sewer Improvements	2010	Sewer Improvements	330,000.00	375,000.00	705,000.00		1,337 beneficiaries
I	Elmore County CDBG Water	2010	Water Improvements	230,000.00	57,500.00	287,500.00	\$8,500,000.00	23 new jobs
J	Elmore County CDBG Planning	2014	Elmore Comprehensive Plan	40,000.00	9,000.00	49,000.00		1,371 Beneficiaries
K	Elmore County CDBG for Aard Park	2011	Park Improvements	250,000.00	25,000.00	275,000.00		1,337 beneficiaries
L	Elmore County CDBG for Lucky Town Sewer	2011	Sewer Improvements	330,000.00	90,000.00	420,000.00		167 beneficiaries receiving new sewer
M	Millbrook ACE Program	2015	Long Range Planning	30,000.00	0.00	30,000.00		Comprehensive Plan
N	Millbrook CDBG	2010	Sanitary School Rehabilitation	249,000.00	25,000.00	274,000.00		557 beneficiaries
O	Tallassee CDBG East Tallassee and Mill Basin	2010	Sewer Improvements	450,000.00	80,000.00	530,000.00		1,213 beneficiaries
P	Tallassee ATRP Road 8	2013	Widening of Friendship Road	842,892.00	350,000.00	1,192,892.00		Widening of Friendship Road
Q	Tallassee ALDOT for Aerospac R&I Inc.	2012	Access Road	384,000.00	140,339.00	524,339.00	\$2,500,000.00	65 jobs created
R	Tallassee ALDOT for AES	2011	Access Road	1,444,000.00	115,210.18	1,559,210.18	\$1,500,000.00	55 jobs created
S	Tallassee CDBG Planning	2011	Planning Activities for City	50,000.00	20,000.00	70,000.00		4,534 beneficiaries
T	Tallassee RTP for Rinebeck Extension	2011	Extension to Tinto Road	100,000.00	75,000.00	175,000.00		8 wide lot extension benefiting 4,534 residents
U	Tallassee CDBG for Lacey Basin Sewer	2010	Sewer Improvements	500,000.00	1,000,000.00	1,500,000.00		4,534 beneficiaries
V	Tallassee CDBG ED Downtown Water	2010	Water Improvements	250,000.00	62,993.10	312,993.10	\$3,000,000.00	117 jobs created
W	Tallassee Alabama Power Tree Grant	2010	Purchase Trees	1,820.00	0.00	1,820.00		Provided new trees within City
X	Tallassee ALDOT Safe Routes to School for SMS	2010	New Sidewalk and Traffic Calming Devices	148,891.00	0.00	148,891.00		Provided new sidewalks and traffic calming devices for Southside Middle School
Y	Tallassee Alabama Power Tree Grant	2007	Purchase Trees	1,530.00	0.00	1,530.00		Provided new trees within City
Z	Wetumpka CDBG	2010	Downtown Rehabilitation	450,000.00	400,000.00	850,000.00		4,272 beneficiaries
AA	Wetumpka ALDOT TAP Grant	2013	Downtown Rehabilitation	377,300.00	94,300.00	471,600.00		Sidewalk replacement, lighting, benches, landscaping, etc.
AB	Wetumpka CDBG CE for Boys & Girls Club	2011	Renovation to the Boys & Girls Club	250,000.00	25,000.00	275,000.00		426 beneficiaries
AC	Wetumpka CDBG Planning	2011	Planning Activities for Downtown	45,000.00	9,000.00	54,000.00		Economic analysis and redevelopment concept of the CBO
AD	Wetumpka CDBG for Rinebeck City Hall	2009	Upgrade HVAC System, Insulation & Lights	216,400.00	23,315.00	239,715.00		Energy efficiency upgrades to City Hall



CARPCD TEN-YEAR FUNDED PROJECT LIST FOR MONTGOMERY COUNTY

AS OF FEBRUARY 2018

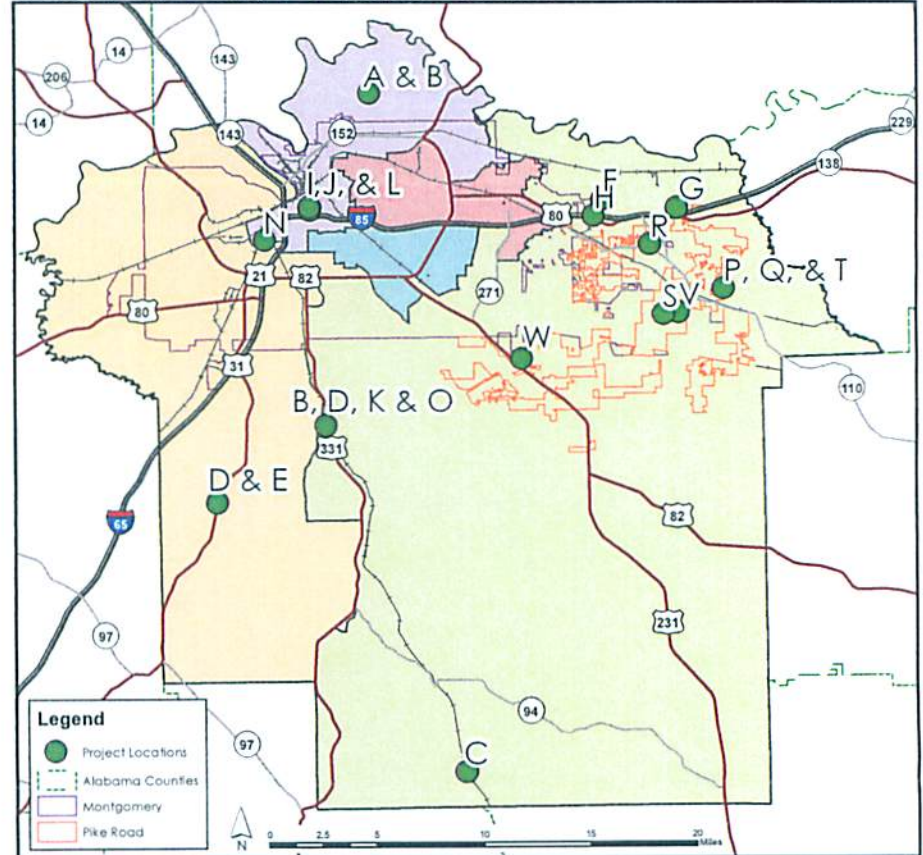
Central Alabama Region



County Commission Districts

- DISTRICT 1 - Daniel Harris, Jr.
- DISTRICT 2 - Elton N. Dean, Sr.
- DISTRICT 3 - Ronda M. Walker
- DISTRICT 4 - Isaiah Sankey
- DISTRICT 5 - Dough Singleton

Montgomery County | Commission Districts



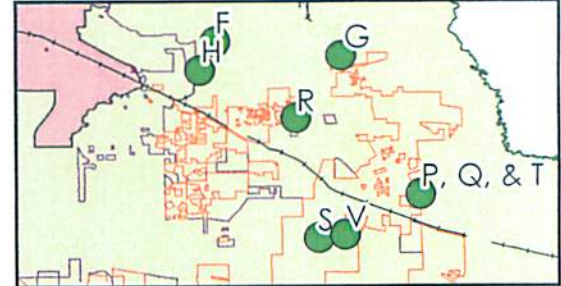
City of Montgomery



Montgomery County



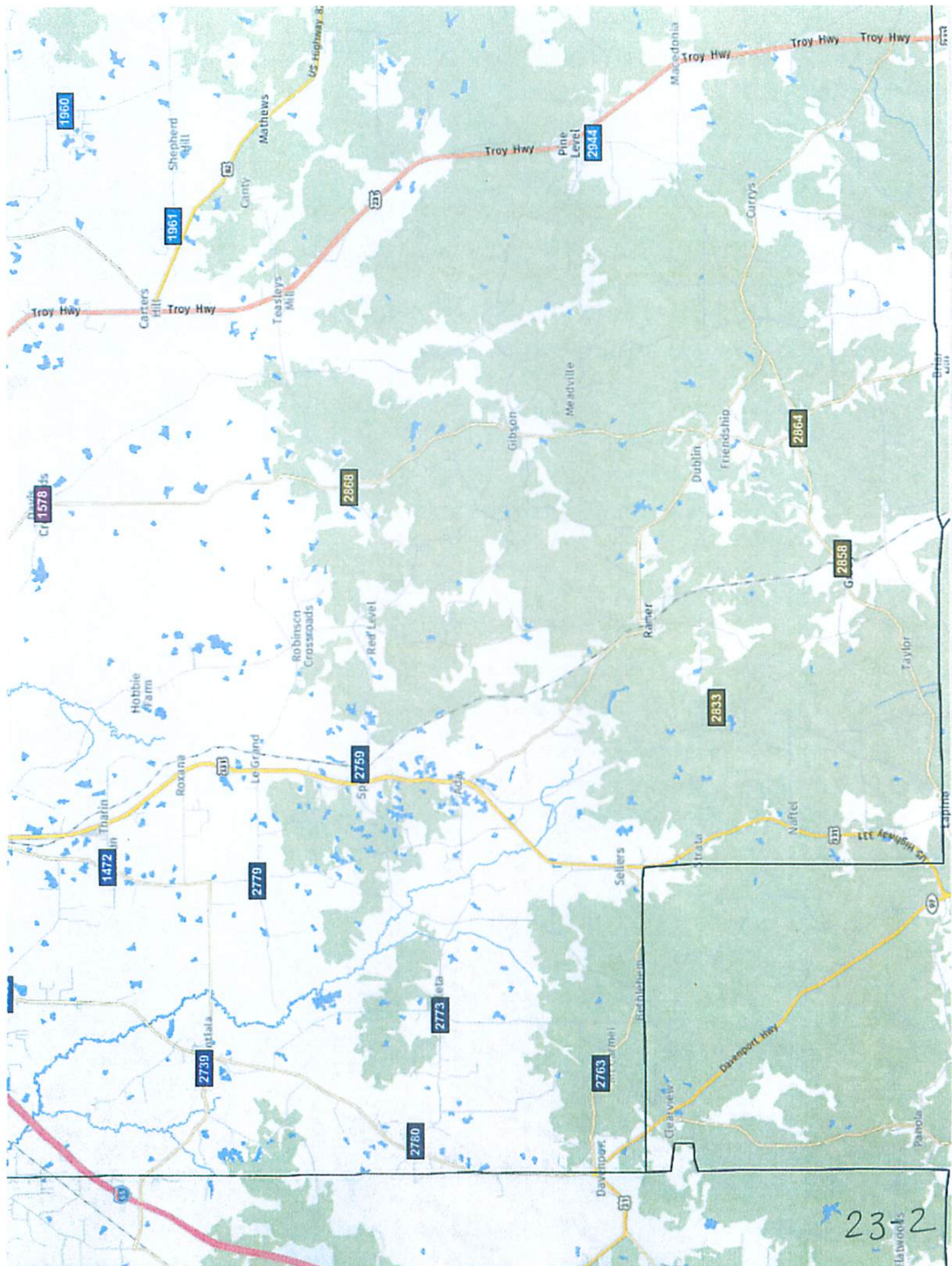
Pike Road



Funded Project List for Montgomery County

#	Open Grants	FY Funded	Grant Type and/or Brief Description	Award Total	Match Total	Total Cost	Total Capital Investment	Accomplishments (# Jobs, Beneficiaries, etc.)
A	Montgomery County Mid-South RC&D Council	2015	Improvements to Flatwood Park & Community Center	10,500.00	2,058.58	12,458.58		Aqua Fitness Equipment to benefit 200+ beneficiaries
B	Montgomery County Good Road Grant	2015	Flatwood & Snowdown	2,770.00	0.00	2,770.00		9 Trees for two parks
C	Montgomery County Mid-South RC&D Council	2015	Playground equipment - Grady Park	8,000.00	0.00	8,000.00		new playground equipment
D	Montgomery County Good Road Grant	2015	Pineblake & Snowdown	1,000.00	0.00	1,000.00		20 Trees for two parks
E	Montgomery County Mid-South RC&D Council	2013	Pineblake & Pine Level Park Exercise Equipment	8,750.00	0.00	8,750.00		Exercise equipment in two county parks
F	Montgomery County DAS CDBG ED	2013	Water & Sewer Extensions to DAS N. America	221,690.00	45,000.00	266,690.00	36,800,000.00	200 Jobs Created
G	Montgomery County Housing Rehab CDBG	2012	Housing Rehab in the Eastwood Villa Community	335,827.87	35,000.00	370,827.87		18 Homes to be Rehabbed with 54 total beneficiaries
H	Montgomery County DAS Industrial Access	2012	Industrial Access Road for DAS N. America	457,500.00	125,352.00	582,852.00		Access road to 200 new jobs constructed
I	Montgomery County DAS Industrial Access	2011	Summer Reading Program	3,000.00	0.00	3,000.00		10,000 child participants in summer reading program
J	Montgomery County USDOJ Appropriation	2010	Drug Court Testing, Management, Counseling	100,000.00	0.00	100,000.00		120 Drug Court Participants, 90% graduation rate
K	Montgomery County Alabama Power Tree Grant	2010	Purchase Trees for Snowdown Park	1,760.00	0.00	1,760.00		Planted 16 trees at Snowdown Park
L	Montgomery County DAABA CCTV Grant	2009	CCTV Equipment to transmit child victim testimony	29,817.00	9,975.00	39,792.00		Equipment sends child victim's testimony to courtroom
M	Montgomery County ACHIEVE Healthy Communities	2009	Community Gardens at County Parks	30,000.00	0.00	30,000.00		5 new community gardens, change tool, RROTFF
N	Montgomery County Central Alabama OIG	2009	Youth Program Funding	398,688.16	0.00	398,688.16		150 out of school youth trained and GED
O	Montgomery County RTP Snowdown RTP	2008	New Trail at Snowdown Park	80,000.00	154,835.58	234,835.58		New 1/2 Mile Walking Trail
P	Pike Road MPO TAP	2014	Marker Road Trail - Phase II	290,000.00	125,000.00	415,000.00		Nature Trail to US 80
Q	Pike Road MPO TAP	2014	Marker Road Trail - Phase II	285,000.00	75,000.00	360,000.00		Nature Trail to school site
R	Pike Road CDBG	2014	Housing Rehabilitation - Freeport Community	450,000.00	45,000.00	495,000.00		34 Housing Units - 84 individuals
S	Pike Road MPO TAP	2014	Waldenview Road Trail	100,569.00	25,143.00	125,712.00		Waldenview Road Portion of Nature Trail
T	Pike Road ALDOT TAP	2013	Marker Road Trail	409,000.00	164,780.00	573,780.00		2.1 mi. trail (Vaughn Rd/Marker Road to Okla. Trail)
U	Pike Road RTP	2011	Trail Head Facility	36,000.00	15,450.00	51,450.00		Trail Head Facility
V	Pike Road FEMA Firefighter Grant	2009	New Firefighting Equipment	35,839.00	1,875.00	37,514.00		New firefighting equipment
W	Pike Road Transportation Enhancement Grant	2007	Marker Road Portion of Nature Trail	540,698.00	160,175.00	700,873.00		Marker Road Portion of Nature Trail

22-4



Tammy Nix

From: Barrett, Mark S. <mbarrett@montgomeryal.gov>
Sent: Tuesday, February 27, 2018 4:54 PM
To: Doug Singleton; Donald Mims
Cc: Thornton, Christina A.
Subject: RE: Map of Emergency Sirens Located in Montgomery County
Attachments: Outdoor Siren 1.PNG; Outdoor Siren 2.PNG

I have attached to files with identifies the locations of the outdoor sirens. If you need additional information please let me know.

Mark S. Barrett, MEP
Montgomery City/County EMA
Desk: 334-625-4137 Office: 334-625-2339
Fax: 334-625-4196 Cell: 334-354-6462

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

From: Doug Singleton [mailto:DOUGSINGLETON@mc-ala.org]
Sent: Tuesday, February 27, 2018 4:27 PM
To: Donald Mims <DonaldMims@mc-ala.org>
Cc: Thornton, Christina A. <cthorton@montgomeryal.gov>; Barrett, Mark S. <mbarrett@montgomeryal.gov>
Subject: Re: Map of Emergency Sirens Located in Montgomery County

Thanks Donnie! An email of the map would be fine

I pray today is a fantastic day for you!

Doug Singleton
Commissioner District Five
Montgomery County Commission

> On Feb 27, 2018, at 4:19 PM, Donald Mims <DonaldMims@mc-ala.org> wrote:

>

> Christie,

>

> Do you have a map of where the emergency sirens are located in Montgomery County? If so, can I stop by and pick one up?

>

> Thanks for your help.

>

> Donnie

>

the delinquency to help the problem. Commissioner Harris said the Commission supports organizations and programs that work to help at risk youth, but must be sure that the organizations are legitimate.

County Attorney Thomas T. Gallion, III added to Commissioner Singleton's remarks and described his experience hiring a young woman who had been abandoned. The young woman went on to college and became a doctor.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION BY THE COMMISSION

The Commission discussed the donation revenue received by the Poarch Band of Creek Indians. Chairman Dean recommended that each Commissioner be allotted \$75,000 per year to use in their district and the remaining balance would be appropriated as agreed to by the majority of the Commission. He also recommended that any unused funds from the Poarch Band of Creek Indians be carried over to the next year. After discussion, the Commission agreed.

Vice Chairman Walker recommended that a Commissioner should present a request for an organization prior to the organization making a presentation to the entire Commission. The Commission agreed.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Final Pay Application from David Bulger, Inc., for repair of the Annex II retaining wall. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Galls, LLC, for Sheriff's Office uniforms, items 1-21, 23-27, 30, 57 and 58 regarding a one (1) year extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen requested payment of 2018 Membership Dues in the amount of \$300 to the Public Relations Council of Alabama (PRCA) Montgomery Chapter for Manager of Public Affairs Hannah Hawk. After discussion, the Commission agreed to place this item on the next agenda.

I request that Section 3-41 be amended to include the General Services Director at a monthly amount of \$100 and that approval of the request be placed on the next agenda of a Commission meeting.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED POLICY REGARDING REQUESTS FOR FUNDING FROM NON-PROFIT ORGANIZATIONS

Administrator Mims presented the following memorandum:

September 1, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Policy regarding Requests for Funding from Non-Profit Organizations

The Montgomery County Commission, at its meeting on August 15, 2016, agreed to place on the next agenda authorization of a Policy regarding requests for funding from non-profit organizations. I am requesting approval of the following policy, effective September 7, 2016:

**POLICY REGARDING REQUESTS FOR FUNDING
FROM NON-PROFIT ORGANIZATIONS**

The County Commission receives requests from non-profit organizations regarding funding for their programs. **Prior to meeting with the County Commission, non-profit organizations will provide the following information to the County Administrator:**

1. Current Budget
2. Financial Statement for Prior Year
3. Most Recent Audit, if available
4. List of Board Members
5. Copy of most recent Internal Revenue Service Form 990

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

Montgomery County Commission
Non-Profit Agency Funding Request



Name of Agency		
Website		
Primary Physical Address with Zip Code		
Executive Director's Name		
Executive Director's Phone	Business:	Cell:
Year Organization Founded		
Agency Mission/Function		
Event/Activity to be Funded		
How will the funds be used?		
Amount Requested		
Other Source(s) contacted for Funding and Amounts Requested and Received		
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).		
Please provide all of the following documents for review by the Commission:	Attached:	Comments
501(c)(3) Tax Exempt Status Letter		
Articles of Incorporation & Any Amendments		
Signed Bylaws		
W-9 Form		
Board of Directors		
Most Recent Financial Statement		
Most Recent Audit, if available		
Current Budget		
Most Recent IRS Form 990		
Person Completing Form		
Email address		
Title		
Date		

Please return to the attention of Theresa LeGrady at 101 S. Lawrence Street, Montgomery, AL 36104 or by email to: TheresaLeGrady@mc-ala.org. If you have questions, please contact Theresa at 334.832.2555.

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>MARCH</u>						
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut		March 18, 2018
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors		March 8, 2018
<u>APRIL</u>						
	52110-16B-007	Polo Shirts MCSO	Sheriff's Office	Ad-Wear Specialty of Texas, Inc.	April 3, 2018	April 3, 2019
	51965-16B-011	Computer Hardware	Information Systems	KCI, Inc.	April 30, 2018	April 30, 2019
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		April 2, 2018
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar	May 8, 2018	May 8, 2019
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		May 30, 2018



Heritage Training & Career Center

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

September 28, 2017

Mr. Elton Dean, Chairman
Montgomery County Commission
P. O. Box 1662
Montgomery, AL 36102

Dear Chairman Dean:

We are submitting our request for funding from the Montgomery County Commission in the amount of \$20,000.00.

Heritage Training and Career Center (HTCC) is committed to assisting the Montgomery County in raising the quality of life for working families and children in Montgomery County. HTCC has worked untiringly over the past ten (10) years to provide assistance with supportive services and job training/job placement services to those individuals who lack adequate skills to achieve economic independence. Over the past ten years more than five hundred (50) Montgomery County residents have been placed in unsubsidized employment and are now supporting their families and contributing to the economic recovery of the City of Montgomery.

As individuals call in to 211 to request support services here in the City of Montgomery, HTCC is among those agencies they are referred to for job training and employment assistance. No one is turned away in spite of us not having the funding to work with these individuals. We need your support this year. We would like to be a recipient of funding from the Montgomery County Commission to continue providing these services to families in your District. We are committed to improving the lives of individual living in low-income communities.

Your support is important to us and vital for many families and children in Montgomery County. Thank you in advance for your generosity.

If additional information is needed, please feel free to contact me at (334) 260 - 6161.

Thank you in advance for your kind consideration of this request.

Sincerely,

Cynthia Brown
Executive Director

2017 SEP 28 PM 2:30

Heritage Training and Career Center

Physical Address:

2249 Cong. W. L.
Dickinson Drive
Montgomery, AL
36109

Hours of Operation:

Monday – Friday
8:30AM – 3:30PM

Contact:

Phone:
334-260-6161

Fax:
334-260-6131

E-mail:
heritagetcc@gmail.com

Website:
www.heritagetcc.com

Cynthia Brown
Executive Director

ABOUT HERITAGE TRAINING AND CAREER CENTER

Founded in 2007 in Montgomery, Alabama, Heritage Training and Career Center (HTCC) is a fully operational 501(C) 3 community-based organization. The program provides innovative solutions to community issues through the training of economically disadvantaged individuals who are in the mainstream of Alabama's public support

system. HTCC has among its community investment mission agenda to provide training and assistance for low-income individuals who lack adequate skills to achieve economic independence, as well as to provide a comprehensive program to promote self-sufficiency through training, work experience, supportive services and job placement in unsubsidized employment.



*"Opening doors
to a world of
possibilities."*

Our programs

JOB READINESS

The Job Readiness training components includes but are not limited to: Job Readiness skills, Basic Computer Skills training, Work Ethics Training, Structured Job Search and Job Placement, Job Retention and Post Employment Services, Job Coaches and Family Mentoring, Community Employment (CEMP) and Work Adjustment. There are certain job readiness skills that are required

for all Temporary Assistance to Needy Families (TANF) recipients and other eligible participants. The core of the instruction and focus of this program is the development of skills necessary to succeed in the workplace. For all eligible students in these activities, appropriate work maturity skills and pre-employment skills will be developed. The course is designed to provide a variety of

learning situations to help participants increase their self-esteem and confidence, develop job interests, actively pursue a job consistent with their interests and abilities, secure employment, and be able to handle work situations effectively so they remain employed.

Funders and Partners:

- Alabama Dept. of Human Resources

- Dollar General Foundation



- Elmore County Dept. of Human Resources

- Elmore County Commission

- Autauga County Community Foundation

- Elmore County Community Foundation

- Alabama Power Company

- Alpha Kappa Alpha Sorority

- Lighthouse Counseling Center

- H. Council Trenholm State Technical College



- Montgomery County Dept. of Human Resources

- Autauga County Dept. of Human Resources

- Montgomery County Court System

ADULT LITERACY / GED PROGRAM

All around the world, literacy has the power to change lives and transform communities. Equipped with basic reading and writing skills, women can find employment that will allow them to become self-sufficient supporters of their families.

The Adult Basic Education/ GED Program

is conducted at Heritage Training and Career Center in partnership with H. Council Trenholm State Technical College, one of Alabama's largest two-year college system. The Pre-GED and GED classes are available for persons who did not complete high school. The program helps to prepare learners on different functioning levels for the GED exam. The program

is designed to offer opportunities for students to enhance basic skills in language, math, science, reading, and writing.

FATHERHOOD PROGRAM

The Fatherhood Program provides men with the opportunity to obtain the tools to become supporters of their children's emotional, physical and financial needs to enhance the bond between parent and child. The program is targeted to non-custodial fathers.

Quenching the Father Thirst: Developing a Dad

is a thirteen week facilitator-led, research- and result-based curriculum developed by the National Center for Fathering.

The curriculum focuses on helping men to become responsible fathers/father-figures that love and lead their children to success.

Quenching the Father Thirst

is useful for guiding programming interventions with factors such as understanding the role of a father, and providing training in specific skills to help participants become the fathers their children need.

PARENT EDUCATION PROGRAM

The purpose of the Parent Empowerment Education Program is to teach low-income parents, primarily Temporary Assistance To Needy Families (TANF) clients how to be effective and nurturing parents, learn positive discipline techniques, and how to manage stress and avoid neglecting or abusing their children and the importance of not transferring their stressful situations to their children. Our Parenting Education program teaches our students to recognize child abuse—both sexual and physical—and helps them to understand what constitutes neglect—a concept that many have never fully understood. The program is designed to teach them parenting techniques that help them respond to the behavior of their children in a positive way, to get positive results. They are given information on community resources and learn child development stages and how to appropriately respond to their children accordingly.

2018 County Commission Request

Bridge Builders Alabama

Bridge Builders Alabama is a two-year youth leadership program with a mission to develop among high school youth a group of leaders who will lay aside their individual, social, economic and religious differences and work for the benefit of all. This year, our students will provide thousands of hours of community service in the River Region. With 173 high school juniors and seniors currently enrolled, representing 18 Montgomery County high schools among others, Bridge Builders will impact their communities in a monumental way!

We are requesting \$20,000 for our 2018 program that will go directly to student scholarships. Our board of directors is committed to maintaining the program as completely scholarship-based, so that no student is turned away based on their economic status, or alternatively, accepted into the program because of financial superiority. For one student to complete the two-year program is \$1,500, and while we maintain a low overhead, we are constantly seeking new sources of revenue.

In 2016 the Montgomery County Commission supported Bridge Builders Alabama in the amount of \$10,000. In 2017, no funding was received. We are humbly requesting the \$20,000 to help us ensure the future of this inspiring program.

Total Amount Requested: \$20,000



That's My Child

3966 Atlanta Highway
Montgomery, AL 36109

Phone: 850-380-2378
thatsmychild2012@gmail.com
www.thatsmychildmcm.org
Tax ID: 36-4718831

2/1/18

Montgomery County Commission

P.O. Box 1667

Montgomery, AL 36102

Dear County Commissioner,

Mr. Donald Mims,

That's My Child Youth Organization has been in existence for 6 years in the community serving the youth of Montgomery. One of our most exciting accomplishments of 2017 was acquiring our permanent home located at 2414 Lower Wetumpka Road in district 4. We have a total of 46 youth on our roster who take advantage of our free after school art programming, tutoring and activities we have planned for them that align with our mission of mentoring youth through arts and entrepreneurship. We also have other programs targeted to combat specific problems our community faces such as literacy and youth crime in our Barbershop Book Club and Gents to Gentlemen initiatives. In the near future we hope to further introduce new programs targeted to combat more complex issues such as job readiness, and entrepreneurship statistics in the Lower Wetumpka Rd Community in our Teen to Work and Youth Entrepreneurship Marketplace programs set to launch in the fall of this year.

We look forward to the challenges ahead of us in sustaining the safe place where kids can come to develop the talents and skills that make them tomorrow's productive citizens. A couple of you have toured the facility and expressed an interest in the mission and vision of the S.P.O.T. (where S.tudents P.our O.ut T.alent) and we hope to have the financial support of the commission to assist us in servicing an area of the community that statistics show can really benefit from the expansion of our programs since moving from operating out of the Chisholm Community Center. We have identified ourselves as one of the very few non-profit organizations in district 4 that have programs specifically tailored to adolescents in the community to strengthen life skills needed to be a leader. We have been able to accomplish a lot of good over the years with very little help from the county commission, however with more overhead and more kids interested in the programs we offer we really could use assistance in the amount of \$40,000 broken down quarterly to help sustain programs for the 2018 fiscal year. Please consider That's My Child's request in your budget.

Thanks and God Bless,

Charles Lee,

Executive Director



29-1

2018 Budget

Revenue		
Contributions		
Corporate		\$80,000.00
10% That's My Dog		\$15,000.00
Government, state, city		\$80,000.00
Grants		\$80,000.00
Individual		\$20,000.00
Total		\$275,000.00
Program Income		
Book Sales		\$0.00
Tv Show		\$0.00
Total		\$0.00
Events Income		
Black to the Future		\$20,000.00
Monthly Fundraisers		\$2,000.00
Total		\$22,000.00
Total Revenue		\$297,000.00
Expenditures		
Program Expenses		
Arts & Crafts		\$3,000.00
Barber Shop Book Club		\$2,500.00
Basketball		\$10,000.00
Big Brother Big Sister		\$12,000.00
Bucket Drums		\$500.00
Culinary Arts		\$5,000.00
Dance		\$10,000.00
Drama		\$5,000.00
Gents to Gentlemen		\$10,000.00
Miscellaneous		\$0.00
Poetry & Creative Writing		\$1,000.00
Snacks/Food		\$2,400.00
Teen Market Place		\$10,000.00
Tutoring		\$3,000.00
Transportation-Gas & Driver		\$29,200.00
Yoga		\$500.00
Total		\$104,100.00
Operating Expenses		
Marketing		\$5,000.00
Insurance-General liability		\$3,000.00
Insurance-Worker's Comp		\$2,500.00
Insurance-Property		\$2,566.00

2018 TMC Budget

Insurance-Automotive	\$1,000.00
Office Supplies	\$2,000.00
Office Equipment	\$1,000.00
Stationary and Printing	\$2,000.00
Technology	\$5,000.00
Professional fees	\$6,576.00
Bldg-Water	\$1,500.00
Bldg-Gas	\$2,148.00
Bldg-Power	\$8,400.00
Bldg-Security	In-Kind
Bldg-Trash	\$876.00
Bldg-Mortgage	\$6,320.40
Total	\$49,886.40
Payroll Expenses	
FICA	\$9,180.00
Wages	\$120,000.00
Total	\$129,180.00
Total Expenditures	\$283,166.40
Net Income (loss)	\$13,833.60



A Public Charter School • Grades K - 5

February 13, 2018

This week, LEAD Academy became the first charter school approved by the Alabama State Charter Commission to open in Montgomery. We plan to begin classes this fall. LEAD Academy will be a public school and will therefore be funded by state and federal funds. However, there will be start-up funds that will not be supplied by these entities. We will be incurring costs for everything from a building to classroom supplies.

The opening of our school, LEAD Academy, is an opportunity for Montgomery County to move forward during this time of turmoil within MPS. The ability to offer a public school option that excels in student achievement will make our city more attractive to business and industry and will help to recruit new doctors, lawyers and other professionals, a goal that we know the county commission shares.

As you have been so instrumental for so long in trying to work with the public schools in Montgomery, we covet your participation with LEAD Academy. We are calling on you to be a part of our school by supporting start-up costs, projected at approximately \$500,000 (not including the building or renovations). We desire to showcase the Montgomery County Commission as the first major sponsor of our school with your commitment of \$250,000. Attached is our start up budget for your review.

I look forward to speaking with you all on Tuesday morning at your next commission meeting. I am always available to answer questions and we would appreciate your solid support of this effort. I can be reached at 334-324-8431.

Sincerely,

LEAD Foundation Board

Charlotte Meadows, chair
Ryan Cantrell, vice-chair
Lori White M.D., secretary
William Green, City Councilman

Attachment-26: Start-Up Budget

		Start-Up Feb. 2018-Aug. 2018	Assumptions
#	SUMMARY		
1	Total Revenue	\$200,000	
2	Total Expenses	\$500,006	
3	Net Income	(\$300,006)	
4	Revenue per Pupil	N/A	
5	Expenses per Pupil	N/A	

REVENUE

Local Revenues \$200,000 Loan from ACD will for Start-up expenses

State Revenues

Federal Revenues

TOTAL REVENUES \$200,000

EXPENSES

Personnel Salaries and Benefits			
6	Principal	\$45,000	P. will be hired 5 months prior school opening- mid March start
7	Exec. Director	\$0	ED is hired in 3rd year
8	Asst Principals	\$28,000	AP will be hired 4 months prior school opening
9	Business Manager		
10	Teachers Salaries	\$33,750	3 teachers will be hired 3 months prior to school opening
11	Teacher Aides		
12	Sp Ed Teacher		

13	ESL Teacher	
14	Secretary	\$13,333
15	Medical Assistant	
16	Librarian	
17	IT Tech	
18	Counselor	
19	Employee Benefits	\$33,623
20	Staff Development Costs	
21	Sub teachers	
22	Subtotal	\$153,706

will be hired 5 Months prior school opening

28% of annual salary

School Operation

23	Student Supplies and Classromm Mat	\$15,000
24	Textbooks	\$27,000
25	Library and Media Center Materials	\$10,000
26	Computers and Materials	\$3,000
27	IT & Network	\$5,000
28	Classroom Furnishings and Supplies	\$159,000
29	Student Assessment Materials	
30	Contracted Student Services	
31	Student Recruitment	\$20,000
32	Subtotal	\$239,000

\$1000/teacher

\$75/student

for office

\$36,000 for desks, \$16,500- 11 cafe tables, \$108,000 (\$600/computer @ 1 for each 2 students)

during school year.

after school begins

For advertisement

Facility Expenses

33	Rent for Building	\$9,000
34	Building Maintenance and Repairs	
35	Utilities	\$2,000
36	Janitorial Supplies	\$500
37	Equipment Rental and Maintenance	
38	Contracted Building Services	\$900
39	Subtotal	\$12,400

Temporary office space for enrolment purposes

Temporary office space for enrolment purposes

Temporary office space for enrolment purposes

Building/yard maintenance, janitorial

Office Expenses and Contracted Services			
40	Office Supplies and Materials	\$3,000	
41	Office Furnishings and Equipment (lease)		
42	Legal	\$10,000	
43	Board Training & Misc.	\$3,000	
44	Postage	\$400	
45	Insurance	\$22,000	
46	Website, domain	\$1,500	
47	Transportation		begins in August
48	Food Service		begins in August
49	EMO Fee		begins in August
50	Accounting and Payroll Services		Chalkable/STI
51	Other General Expense	\$55,000	playground equipment
52	Subtotal	\$94,900	
53	TOTAL EXPENSES	\$500,006	

Tammy Nix

From: Charlotte Meadows <cbmeadows@att.net>
Sent: Wednesday, February 14, 2018 7:51 AM
To: Donald Mims
Subject: Re: Charlotte Meadows
Attachments: CC request letter.docx; CC Start up budget request.xlsx

Donnie, Attached are 2 documents for the commissioner's packets. Thanks for your patience in getting them. Let me know if you feel like I should send anything else to you for them to have.

Charlotte Meadows

On Monday, February 12, 2018 1:42 PM, Donald Mims <DonaldMims@mc-ala.org> wrote:

It was good talking to you this afternoon. As discussed, I have you scheduled to meet with the Commission on Tuesday, February 20th at 8:10 AM.

Donnie

Sent from my iPhone

> On Feb 12, 2018, at 11:29 AM, Donald Mims <DonaldMims@mc-ala.org> wrote:

>

> Charlotte,

> Please call me at 850-9131 to schedule a time to meet with the County Commission.

> Donnie

>

> Sent from my iPhone

>

>> On Feb 12, 2018, at 9:50 AM, Ronda Walker <RONDAWALKER@mc-ala.org> wrote:

>>

>> Donnie,

>> Charlotte Meadows would like to speak to the Commission at our next meeting and tell us about the new Charter school she has founded. Will you please put her on our agenda.

>> Ronda

>>

>> Ronda M. Walker

>> Vice Chairman

>> Montgomery County Commission

>> District 3

>> (334) 201-7608