

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 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the April 2, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, April 2, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed in your packet is a Memorandum regarding Executive Session concerning Economic Development.

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

1. County Commission Information Session Schedule for April 2, 2018

Waived Rules Items to Consider for Monday, April 2, 2018

2. Consider Authorization for Sheriff Derrick Cunningham to Approve Non-Profit Tax Exempt Alcohol Licenses from The Montgomery Area Family Violence Program, Inc., for Ranch Round Up Events, County Commission (**This event is before the next County Commission meeting**)
3. Consider Authorization of Resolution regarding Supporting the Macon County Economic Development Authority in its Efforts to Land the T-X Project through the T-100 Trainer Jet, County Commission (**Macon County Commission has requested that we waive rules for this Resolution**)

Items to Consider for the Monday, April 16, 2018 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Agreement with Cornerstone/Norment Service & Supply regarding Security System Maintenance, Sheriff's Office

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

5. Consider Authorization of Agreement with Crosby Communications, LLC regarding Video Surveillance and Access Control Maintenance, Sheriff's Office
6. Consider Authorization of Bid Award to Gulf States Distributors for Leather and Accessories, Bid Number 52110-18B-008, Sheriff's Office
7. Consider Authorization of Manufacturer License to Applicant Lake Point Vineyard and Winery Located at 674 Lake Point Drive, Mathews, Alabama 36052, County Commission
8. Consider Authorization of Amendment Number 2 to Contract with Graybar, regarding a One (1) Year Extension, beginning May 9, 2018 and ending on May 8, 2019, for Security Cameras, Contract Number 51965-16B-019, Information Systems Department
9. Consider Authorization of No-Cost Contractual Agreement with the Alabama Secretary of State to Provide for Online Filing of LLCs and For Profit Incorporations, Probate Judge's Office
10. Consider Authorization of the Americans with Disability Act (ADA) Transition Plan Public Rights of Way and Parks, Risk Management
11. Consider Authorization of Resolution to Change the Time and Location of the May 7, 2018 County Commission Meeting to Weeping Willow Baptist Church, located at 2925 Forbes Drive, Montgomery, Alabama; the information session will begin at 5:00 p.m., with the formal session at 6:30 p.m., County Commission
12. Consider Authorization of Final Pay Application from Stallings & Sons, Inc., for Montgomery County Administration Building and Courthouse Annex I Renovations of Sheriff's Offices, County Commission

Personnel Actions

13. Consider Authorization of Position Fill Request for Retired RSA Employee/Professional, Position Number To Be Determined, Engineering Department
14. Consider Authorization of Position Fill Requests – Personnel Department (2)
 - College Intern, Position Number To Be Determined
 - Retired RSA Employee/Clerical, Position Number To Be Determined

General Information

15. Copy of Email from Court Administrator Lashandra Warren regarding Proposed Cell Phone Policy in the Courthouses of Montgomery County
16. Copy of Email from CEO Gilbert Darrington with Health Services, Inc., regarding Services Offered by the Organization (**Sponsor: Chairman Dean**)

17. Copy of Email from Director of General Services Tom Pierce with the City of Montgomery regarding Operating Expenses and Purchase Documentation regarding the Fairview Avenue Farmers Market
18. Copy of Memorandum from the Montgomery County Probate Office regarding the Purchase and Installation of New Printers for Tag Decals by December 1, 2018, as required by the Alabama Department of Revenue
19. Copy of Letter from Director Kenyatte Hassell with Young Life, Inc., requesting Funding in the Amount of \$10,000 for Youth Programs (On 6/20/16, the Commission approved a Budget Change Request in the amount of \$10,000 for this Program. On 6/19/17, the Commission approved a Budget Change Request in the amount of \$12,000 for this Program) (**Sponsor: Chairman Dean**)
20. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce or Trade Matter
21. Copy of Memorandum regarding Proposed Purchase of Land from the Chemical Addictions Program, Inc., (CAP)
22. Copy of Memorandum regarding Board Member Appointments to the Montgomery County Public Building Authority
23. Copy of Memorandum regarding Board Member Appointments to the Montgomery City/County Public Library Board
24. Copy of Schedule of Upcoming Bids/Contract Renewals for April – June 2018

Previous Request for Funding (No Attachments)

<u>Organization</u>	<u>Amount of Request</u>
Heritage Training & Career Center	\$20,000
LEAD Foundation Board	\$250,000

If you have any questions, please contact me.

Attachments

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
APRIL 2, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Fifteenth Judicial Presiding Circuit Judge Johnny Hardwick – Presentation regarding Cell Phones in Courthouse Policy (**General Information Item 15**)
- 8:10 a.m. Sheriff Derrick Cunningham – Presentation regarding Authorization for Sheriff Derrick Cunningham to Approve All Non-Profit Tax Exempt Alcohol Licenses from The Montgomery Area Family Violence Program, Inc. (**Waived Rules Item 2**), Agreement with Cornerstone/Norment Service & Supply (**Future Agenda Item 4**), Agreement with Crosby Communications, LLC (**Future Agenda Item 5**), Bid Award to Gulf States Distributors (**Future Agenda Item 6**), and Authorization of a Manufacturer License to Applicant Lake Point Vineyard and Winery (**Future Agenda Item 7**)
- 8:20 a.m. Chairman Louis Maxwell with the Macon County Commission – Presentation regarding Resolution concerning the T-100 Simulator Trainer Project (**Waived Rules Item 3**)
- 8:30 a.m. CEO Gilbert Darrington and Board Chairperson Classic Thomas with Health Services, Inc. – Presentation regarding Services Offered by the Organization (**General Information Item 16**) (**Sponsor: Chairman Dean**)
- 8:40 a.m. Director of General Services Tom Pierce with the City of Montgomery – Presentation regarding Fairview Farmers Market (**General Information Item 17**)
- 8:45 a.m. Chief Information and Technology Office Lou Ialacci – Presentation regarding Amendment Number 2 to Contract with Graybar (**Future Agenda Item 8**)
- 8:50 a.m. County Engineer George Speake – Presentation regarding Position Fill Request for Retired RSA Employee/Professional (**Personnel Actions Item 13**)
- 8:55 a.m. Probate Judge Steven L. Reed – Presentation regarding No-Cost Contractual Agreement with the Alabama Secretary of State (**Future Agenda Item 9**) and Purchase and Installation of New Printers for Tag Decals (**General Information Item 18**)
- 9:05 a.m. Director Kenyatte Hassell with Young Life, Inc. – Presentation requesting Funding in the Amount of \$10,000 for Youth Programs (On 6/20/16, the Commission approved a Budget Change Request in the amount of \$10,000 for this Program. On 6/19/17, the Commission approved a Budget Change Request in the amount of \$12,000 for this Program) (**General Information Item 19**) (**Sponsor: Chairman Dean**)
- 9:10 a.m. Director of Risk Management Scott Kramer – Presentation regarding Americans with Disability Act (ADA) Transition Plan Public Rights of Way and Parks (**Future Agenda Item 10**)
- 9:15 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding Economic Development (**General Information Item 20**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

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March 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Application for Non-Profit Tax Exempt Alcohol License for The Montgomery Area Family Violence Program, Inc.

Today, I received an email from ABC Board Inspector J.J. Menefee, which stated, "Attached is a copy of the application for the non-profit event and a copy of the letter that we received from the Sheriff of Montgomery County that gives their approval for the event. The letter from the Sheriff has been used in the past 3 years for approval by ABC, but this year, the people in our central office want to confirm with the Montgomery County Commission that it was acceptable for the Sheriff to give approval for the event. If this event has the approval from the County Commission or agrees with the letter from the Sheriff, please send a letter that I can send with the application to our central office for approval."

The attached application for Non-Profit Tax Exempt Alcohol License is from The Montgomery Area Family Violence Program, Inc., for the Ranch Round Up 2018. This event will be held April 12, 2018 at 755 Old Carter Hill Road in Pike Road.

The County Commission meeting on April 2, 2018 is the only meeting prior to this event. Based upon Mr. Menefee's email, I am requesting that the County Commission waive rules and authorize Sheriff Derrick Cunningham to approve this non-profit tax exempt alcohol license for this event as he has done the last three years and for future events for The Montgomery Area Family Violence Program, Inc.

Should you have any questions, please contact me.

DLM/tn

Attachments



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 10, 2018

Agent Rita McCray
Alabama Alcohol Beverage Control Board
2715 Gunter Park Drive West
Montgomery, AL 36109

Dear Agent McCray:

The Montgomery County Sheriff's Office has no objection to the issuance of the Special Events License to the Montgomery Area Family Violence Program (Family Sunshine Center, Inc.) for the event scheduled for April 12, 2018, at 755 Old Carter Hill Road in Pike Road.

If you have any questions, please feel free to contact my representative, Lt. Leigh Persky at 334.832.7778..

Sincerely,


Sheriff Derrick Cunningham

DC/crv

Cc: Lt. Leigh Persky

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

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REVIEWED

By James Menefee at 9:19 am, Mar 26, 2018



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180130091305778



Type License: 240 - NON-PROFIT TAX EXEMPT

State: \$0.00 County: \$0.00

Type License:

State: County:

Trade Name: RANCH ROUND UP 2018

Filing Fee: \$0.00

Applicant: THE MONTGOMERY AREA FAMILY VIOLENCE PROGRAM INC Transfer Fee:

Location Address: 755 OLD CARTER HILL ROAD PIKE ROAD, AL 36064

Mailing Address: 858 SOUTH COURT STREET MONTGOMERY, AL 36103

County: MONTGOMERY Tobacco sales: NO

Tobacco Vending Machines:

Type Ownership: CORPORATION

Book, Page, or Document info: BOOK 0121, PAGE 0543-0546

Date Incorporated: 01/20/1981 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 01/20/1981

Alabama State Sales Tax ID: EXMR009319737

Federal Tax ID: 63-0756933

Name:	Title:	Date and Place of Birth:	Residence Address:
JERI SHARPE GROCE 66448608 - AL	PRESIDENT	05/01/1981 GOLDSBORO, TN	9548 TWICKENHAM COURT PIKE ROAD, AL 36064
KATHERINE STOUGH GUNTER 3505868 - AL	VICE PRESIDENT	12/25/1956 MONTGOMERY, AL	8648 HEARTHSTONE DRIVE MONTGOMERY, AL 36117
LUCY MARTIN JACKSON 9135823 - AL	PAST PRESIDENT	07/05/1955 GEORGIA	2418 GUNSTER ROAD MONTGOMERY, AL 36111

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: GINGER HAHN

Business Phone: 334-206-2100

Fax:

Home Phone: 334-206-2124

Cell Phone: 334-201-1122

E-mail: ghahn@familysunshine.org

PREVIOUS LICENSE INFORMATION:

Trade Name: RANCH ROUND UP 2017

Applicant: THE MONTGOMERY AREA FAMILY VIOLENCE PROGRAM INC

Previous License Number(s)

License 1: 010847751

License 2:

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**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20180130091305778



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **DR. WOODY BARTLETT 334-312-0342**

What is lessors primary business? **CATTLE RANCHER**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **800** Display Square Footage:

Building seating capacity: **300**

Does Licensed premises include a patio area? **YES**

License Structure: **ONE STORY**

License covers: **ENTIRE STRUCTURE**

Location is within: **COUNTY**

Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180130091305778



Initial each

☒ *GH*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *GH*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *GH*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ *GH*

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ *GH*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ *GH*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *GH*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ *GH*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ *GH*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Ginger Hahn*

Signature of Applicant: *Ginger Hahn*

Notary Name (print): *James J. Mendez*

Notary Signature: *James J. Mendez*

Commission expires: *8/1/2020*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20180130091305778



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 04/12/2018 Ending Date: 04/12/2018

Special terms and conditions for special event/special retail:

**NO ALCOHOLIC BEVERAGES WILL BE ALLOWED TO LEAVE THE LICENSED
PREMISE. THIS LICENSE IS NON-RENEWABLE.**

Other Explanations

What is the applicant(s) primary source of funding?: Non-profit agency

Receipt Confirmation Page

Receipt Confirmation Number: 20180130091305778
Application Payment Confirmation Number: 99999

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

License Payment Confirmation Number: 99999

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
240 - NON-PROFIT TAX EXEMPT	\$0.00	\$0.00	\$0.00
			\$0.00
Total Amount to be Charged	\$0.00	\$0.00	\$0.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 240 - NON-PROFIT TAX EXEMPT
License Type 2:
License County: MONTGOMERY
Business Type: CORPORATION
Trade Name: RANCH ROUND UP 2018
Applicant Name: THE MONTGOMERY AREA FAMILY VIOLENCE PROGRAM INC
Location Address: 755 OLD CARTER HILL ROAD
PIKE ROAD, AL 36064
Mailing Address: 858 SOUTH COURT STREET
MONTGOMERY, AL 36103
Contact Person: GINGER HAHN
Contact Home Phone: 334-206-2124
Contact Business Phone: 334-206-2100
Contact Fax:
Contact Cell Phone: 334-201-1122
Contact Email Address:
Contact Web Address:



Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, March 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: Request approval to waive rules for Resolution in support of the T-X Project

I am requesting the Commission's approval to waive rules for the Resolution in support of the T-X Project landing in Macon County. Macon County Commission requested the resolution be passed as quickly as possible as it competes to bring the project along with hundreds of high paying jobs to the area.

I am asking that the Commission waive rules and place this item on the agenda for the April 2nd meeting.

Thank you for your consideration.

Resolution

WHEREAS, Leonardo-DRS is a worldwide and respected manufacturer of trainer jet aircraft that has selected and signed a Memorandum of Agreement with the State of Alabama and the Macon County Economic Development Authority to come to Alabama; and

WHEREAS, should Leonardo-DRS win the USAF award, its production site will be at historic Moton Field in Tuskegee, Alabama, an investment of \$250 - \$300 million and the creation of 750 high wage, new jobs for Alabamians; and

WHEREAS, Leonardo-DRS' aircraft is the T-100, a state-of-the-art 21st Century trainer jet currently used by U.S. allies including Israel, Poland, Italy, United Arab Emirates and Singapore; and

WHEREAS, Leonardo-DRS considered dozens of airfields across the United States to assemble the aircraft but chose historic Tuskegee, Alabama because of the outstanding workforce, universities and aerospace supply chain; and

WHEREAS, the 75 year history between the world famous Tuskegee Airmen, who were based in Italy in WWII, and the people of Italy has come full circle by way of an Italian company building the American Trainer Jet Aircraft at Moton Field; and

WHEREAS, the investment and selection of Tuskegee, Alabama by Leonardo-DRS will create a generational wave of partnerships and new wealth within the City of Tuskegee, Macon County, Tuskegee University and among partner communities all along the Interstate-85 Corridor, and will bring great celebration to the accomplishment of the Tuskegee Airmen and begin a new legacy for the next generation of Tuskegee Airmen to build on their esteemed example; and

WHEREAS, Leonardo-DRS is focusing on building the lowest-cost, lowest-risk, highest-value aircraft for the USAF and its future pilots in its bid for the T-X Project through the T-100 Trainer Jet.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby fully support the Macon County Economic Development Authority in its efforts to land the T-X Project through the T-100 Trainer Jet.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 2nd day of April, 2018.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISAIAH SANKEY

COMMISSIONER DOUG SINGLETON

3-2

March 28, 2018

MEMORANDUM

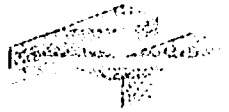
TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Security System Maintenance Agreement

Please find attached a contract with Cornerstone/Norment to provide maintenance of the security systems described in Attachment B, excluding the optional items. The IS Department negotiated the three-year agreement with the approval of Sheriff Cunningham.

I request that the Cornerstone/Norment contract be placed on a future agenda for approval.



CORNERSTONE
SERVICE & SUPPLY

Norment: **BEWITTEK** **trenchco** **ECS** **SO Integrated Systems, Inc.**

TO: Montgomery County Commission
(Customer) PO Box 1667
Montgomery, AL 36102

From: Norment Security Group
(Contractor) Cornerstone Service & Supply
621 Poole Drive
Garner, NC 27529

Facility Location: Montgomery County Sheriff's
Department
250 S. McDonough St.
Montgomery, AL 36104

Proposal No.: 03162018MGM

Proposal Date: 03/16/2018

Cornerstone Service Agreement Terms and Conditions

SCOPE AND DEFINITION OF SERVICES: The services provided shall be those indicated on the face hereof or as set forth in Attachment "A". Cornerstone / Norment herein is referred to as "Contractor".

Cornerstone / Norment (The Contractor) will furnish its services as an independent contractor and not as an employee of Customer. It is agreed that the Contractor will take reasonable care and precautions in the performance of its work, and that Customer will maintain all necessary and required insurance coverage to protect itself against damage or injury to persons or property. **EXECUTION OF THIS CONTRACT SUPERCEEDS ALL PREVIOUS EXTENSIONS.**

COVERAGE:

1. Base Contract as described in Attachment "A"

- 24/7/365 support of all covered systems.
- Response time as appropriate for critical outages.
- Telephone technical support with direct access to our after-hours on-call technician via Cornerstone's 24-hour emergency service phone number.
- Priority service over noncontract Customers.
- Repair parts for the covered systems. If the repair parts for the systems covered under this agreement become unavailable, or the systems become obsolete or unserviceable, Norment will provide the customer with a replacement proposal.
- Reduced labor rates.

2. Preventive Maintenance Inspections as per Attachment "B" of this agreement

CORNERSTONE / NORMENT SERVICE & SUPPLY SERVICE AGREEMENT

NC State Electrical License # 17367-SP-13463, E-2 Alarm Systems Business PE License # 774-05A, VA DC LS 411-3556



CORNERSTONE
SERVICE & SUPPLY

Norment *AMITEQ* *trentech* *ECS* *CD Integrated Systems, Inc.*

EXCLUSIONS:

1. Replacement for obsolete parts are not included as part of this service agreement. If parts are required, they will be charged at a discount from the Manufacturer's list price (if discounts are available to the Contractor).
2. The Contractor will not warrant materials provided by others under this agreement.

TERM: The commencement date of this Agreement shall be on the first day of the month following acceptance of this agreement and shall be for an initial term of 3 Years. The Agreement shall be automatically renewed at the end of each contract year unless terminated by either party by giving notice to the other at least ninety (90) days prior to the end of the then current year.

PAYMENT: The Institution shall pay to the Contractor the total base price as illustrated in the payment table below. As part of this Agreement, for labor and material required outside of the scope of services in Attachment "A", Customer will be billed at an hourly straight time rate of \$125 per hour plus material and related travel costs. In any case, all extra work, material or labor required or requested beyond base price scope shall require specific authorization. Customer agrees to make payment of invoices for the base price services as well as for any invoices representing work outside the base scope outline in Attachment "A" within thirty (30) days of the date of the Invoice. The Contractor reserves its right to suspend services until delinquent payments have been made.

Service Rates: In the event that services outside the scope of this agreement require additional labor, the additional labor hours will be billed at a rate of \$125.00 per hour for Contract Customers. Weekends, holidays, and after hour service call rates for services outside the scope of this agreement shall be calculated at 1.5 times the billed rate.

Year 1: 05-01-2018 to 04-30-2019, Year 2: 05-01-2019 to 04-30-2020, Year 3: 05-01-2020 to 04-30-2021

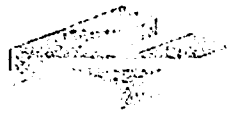
Term	Annual Cost	HMI Upgrade Discount	Annual Cost with HMI Discount	Optional Cost without Card Access or CCTV Coverage
Year 1	\$ 266,829.30	\$ 21,930.80	\$ 244,898.50	\$ 199,537.52
Year 2	\$ 274,834.18	\$ 14,620.00	\$ 260,214.18	\$ 213,492.37
Year 3	\$ 283,079.20	\$ 7,310.00	\$ 275,769.20	\$ 227,645.74

BASE CONTRACT SERVICE RATES

*** Purchase of the proposed Operator Terminal upgrade for Jail 1 and Jail 2.

CORNERSTONE / NORMENT SERVICE & SUPPLY SERVICE AGREEMENT

NC State Electrical License # 17367-SP-LVNC, NC Alarm Systems License # NC License # 738-05A, VA DCIS #11-3536



CORNERSTONE
SERVICE & SUPPLY

Norment ~~BLIND~~ *trentech* *ECS*  ENGINEERED CONTROL SYSTEMS, INC.

Failure to pay any amount due within sixty (60) days shall constitute a suspension of services and further obligations under this Agreement until payment is remedied.

TAXES: Customer shall bear the cost of any sales, use, excise or other tax applicable to the services provided hereunder.

ACCESS: Customer agrees to provide free access to the systems and equipment to be maintained, and to provide the necessary equipment to reach inaccessible equipment and peripheral devices (e.g. scaffolding, man lifts etc.). The Contractor shall be provided a safe work place for its personnel.

FORCE MAJEURE: The Contractor shall not be responsible for failure to render service due to causes beyond its control including but not limited to lack of payment, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and other similar occurrences where the safety of personnel cannot be maintained.

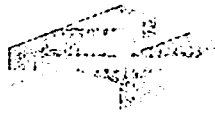
DEFAULT: If the Customer fails to perform any of the terms of this Agreement and the failure continues for more than thirty (30) days after written notice; or if Customer's occupational business license shall terminate for any reason; the Customer shall become insolvent or file bankruptcy; or make any assignment of this Agreement without the Contractor's consent, then the Contractor shall have the right to terminate the Agreement for default which shall be effective thirty (30) days after written notice of such termination.

INDEMNIFICATION: Customer shall indemnify and hold the Contractor harmless from any and all claims resulting from the services provided under this Agreement except where such claims result from the sole negligence of the Contractor.

LIMITATION OF LIABILITY: In no event shall the Contractor be liable for any special, indirect, incidental or consequential damages whatsoever.

TERMINATION: Either party shall have the right to terminate their obligations under this Agreement at the end of each contract year provided that the party terminating the Agreement shall provide ninety (90) days written notice prior to the end of the then current year. The Contractor shall be paid in full for all work performed and costs incurred prior to the date of termination.

Dispute Resolution: IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY



CORNERSTONE
SERVICE & SUPPLY

Norment **HERITAGE** **tronitech** **ECS** **ESD Integrated Systems, Inc.**

COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND THE CONTRACTOR.

CONTRACT CHANGES: NEW PROJECTS THAT ADD EQUIPMENT TO THE COUNTY INVENTORY THAT REQUIRE MAINTENANCE, WILL BE ADDED TO THE MAINTENANCE CONTRACT UPON A NEGOTIATED CHANGE ORDER VALUE.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

ENTIRETY OF AGREEMENT: This Agreement is the entire and exclusive agreement for the services to be provided herein. This Agreement supersedes and otherwise renders null and void any prior written or oral agreements entered into with respect to the services provided herein. This Agreement shall only be modified in a writing signed by both parties.

Montgomery County Commission
Approved by Authorized Representative

Cornerstone / Norment Service & Supply
Approved by Authorized Representative

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

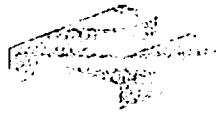
Print Name: _____

Title: _____

Title: _____

Proposal No.: 03162018MGM

Date: 03/16/2018



CORNERSTONE
SERVICE & SUPPLY

Norment *RAINTER* *trentech* *ECS* *SD Integrated Systems, Inc.*

Proposal No.: 03162018MGM

Date: 03/16/2018

ATTACHMENT "A"

Maintenance Agreement Options

Base Contract

(INCLUDED)

- 24/7/365 support of all covered systems.
- Response time as appropriate for critical outages.
- Telephone technical support with direct access to our after-hours on-call technician via Cornerstone's 24-hour emergency service phone number.
- Priority service over noncontact Customers.
- Discounted pricing for all material purchases
- Reduced labor rates.

Repair Parts Coverage - Electronics

(INCLUDED)

Repair parts for the covered electronic systems. If the repair parts for the systems covered under this agreement become unavailable, or the systems become obsolete or unserviceable, Norment will provide the customer with a replacement proposal.

Repair Parts Coverage - Security Hardware

(INCLUDED)

Repair parts for the covered security locking hardware (no commercial hardware, roll-up doors, or exterior gates included). If the repair parts for hardware covered under this agreement become unavailable, or become obsolete or unserviceable, Norment will provide the customer with a replacement proposal.

Electronic Preventive Maintenance:

(INCLUDED)

Perform thorough cleaning, testing, and servicing of all door control equipment, to include PLC, touch screens, computers, and equipment cabinets located throughout the facility.

Hard-line Preventive Maintenance:

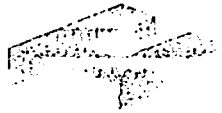
(INCLUDED)

Norment will perform preventive maintenance on the Slider and Swing Door devices throughout the facility on an as needed basis. We will clean and lubricate, perform visual inspections, align and replace parts as needed to ensure proper operation of devices.

Buildings Covered Under This Agreement:

New Jail, Old Jail, Courthouse, Parking Deck, Lawrence Street Parking, Revenue Department, Annex I, Annex II, Annex III, Community Corrections, Carnegie Building, Youth Facility (Card Access Only), Training Facility, Warehouse, Pike Road Substation/Kiosk, Pine Level Kiosk, K-9 Facility/Kiosk, Ramer Substation Kiosk, Probate / Revenue Offices.

4-6



CORNERSTONE
SERVICE & SUPPLY

Norment ~~ALERT~~ *tronitech* **ECS**  ENGINEERED CONTROL SYSTEMS, INC.

Proposal No.: 03162018MGM

Date: 03/16/2018

ATTACHMENT "B"

This Attachment is a part of and in addition to the System Maintenance Agreement between Cornerstone / Norment Service & Supply and Montgomery County Commission, dated 12/14/2017.

A. Systems covered under this Maintenance Agreement are:

- | | |
|-------------------------------------|--|
| 1) PLC | 8) Hard-line swing doors and slider devices with hardware (Detention and Card Access Doors Only) |
| 2) Touch Screen | 9) Card Access Systems (Optional) |
| 3) Intercom | 10) UPS Replacement Batteries (Independent UPS units, not building UPS systems) |
| 4) CCTV (Optional) | 11) Video Visitation Systems |
| 5) Emergency Phone Kiosk | |
| 6) Courthouse Barrier Gates | |
| 7) Jail 1&2 Camera Switching System | |

Note: Except for the video visitation server, no other video servers, workstations, or network switches are included as the County has elected to provide those materials and maintain them. The OnSSI Video Management System Software StayCurrent Program (SCP) is not included in this contract. It is part of the Video System upgrade and invoiced separately. Future new and replacement devices and systems not purchased through Norment Security group are not covered by this contract. This includes devices and systems installed since March 2015 that were not purchased through and installed by Norment Security Group.

B. The services provided under this agreement are:

- 1) **Preventive Maintenance Inspection (PMI) (New Contracts Only)**– Contractor will perform thorough cleaning, testing, servicing, and adjustments of all door control equipment, to include PLC, Touch Screen computers, and electronic security equipment cabinets located throughout the facility. Contractor will identify any major equipment malfunctions or irregularities to the Customer immediately upon discovery. All discrepancies will be documented by Contractor in a detailed PMI report within ten (10) business days of the conclusion of the PMI.

a) Electronics

- Programmable Logic Control System

- Input voltage check at each system
- All cards are securely seated.
- Removal of dust and contamination accumulation



CORNERSTONE
SERVICE & SUPPLY

Norment ~~RAINTER~~ *trenitech* *ECS* 

- **Touch Screen System**

- Removal of all exterior and interior dust/contamination accumulation (requires down time)
- Check CPU power supply and cooling fans for proper operation
- Ensure all cards are securely seated
- Calibrate Touch Screen monitor

b) **Detention**

- **Swing Door Devices**

- Visual inspection of doors and locks for wear and tear
- Test functionality of locking device
- Test/adjust lock and door position switches
- Clean and lubricate as necessary
- Test/adjust all door closures as necessary

- **Sliding Door Devices**

- Check and lubricate locking mechanism
- Check bottom guide wear pads
- Clean roller track
- Adjust lock bars, door drive brackets, & rollers as necessary
- Check and adjust limit switches as necessary
- Check and adjust drive pressure and speed as necessary
- Adjust all closures and Door Position Switches as necessary.

Contractor will provide the Customer with a telephone directory containing the names and numbers of the Operations Manager, Service Manager, and On-Call Service Technicians. Contractor will also provide the phone number to a dedicated cellular phone that is assigned to an on-call technician. Access to the on-call emergency number is available 24 hours per day, 7 days per week.

In the event of an emergency during normal business hours (Mon-Fri, 7am-4pm), the Customer will call Contractor's main office number and report a service request. For after-hours support, the Customer will contact Contractor's on-call service technician via the dedicated cellular telephone.

March 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator 

SUBJECT: Video Surveillance and Access Control Maintenance Agreement

Please find attached a contract with Crosby Communications, LLC to provide maintenance of all video surveillance and access control equipment, excluding certain detention facility equipment and systems. The IS Department negotiated the three-year agreement with the approval of Sheriff Cunningham.

I request that the Crosby Communications, LLC contract be placed on a future agenda for approval.



CROSBY COMMUNICATIONS, LLC

To: MONTGOMERY COUNTY COMMISSION
PO Box 1667
Montgomery, Alabama 36102

PROPOSAL NUMBER: CCMCSO2018

PROPOSAL DATE: MARCH 26, 2018

SERVICE REP: SCOTT SMITH

SERVICE LEVEL AGREEMENT

The following Service Level Agreement is to maintain and support existing video surveillance and access control system. This agreement ensures a 4 hour rapid response time for all emergencies, preferential scheduling, and discounted labor rates to provide customized service arrangements. For any existing devices or hardware that exceeds the "end of life period" or are no longer serviceable, the owner will be given a proposal for upgrading said devices or hardware.

VIDEO SURVEILLANCE

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Clean camera lenses and housings as necessary.
- Check lenses for correct focusing and operation and adjust as necessary.
- Check the satisfactory transmission of images to remote site (where applicable).
- Inspect brackets, housings and associated fittings for corrosion or damage.
- Ensure clamping bolts/ brackets are tightened correctly.
- Repair any minor faults.
- Physically check the video surveillance system to make sure it is fully operational and report any defects or damage.
- Return system to operational status (where applicable).
- Unlimited telephone support.



CROSBY COMMUNICATIONS, LLC

- Unlimited remote desktop support.
- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

ACCESS CONTROL SYSTEM

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Check mains and stand-by power supplies including charging rates.
- Check all control equipment (e.g. readers, pin-pads, locks, strikes, closures) for correct operation and programming (includes time/ date settings).
- Support of existing power supplies, electro mechanical locking devices, exit buttons, and motion detectors.
- Includes battery replacement program on all lock power supplies.
- Check input/ output controllers for correct operation.
- Check manual exit devices for correct operation.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.
- Full reporting of maintenance visits and worked performed by email, along with any recommendations.
- Includes all labor costs.



CROSBY COMMUNICATIONS, LLC

TERMS AND CONDITIONS

- The following are not included in this service agreement and will be performed and billed at a discounted rate – all visits to faults caused by acts of God; fire; damage caused by owner or by owner's negligence; willful damages caused by any other person or animal.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment damaged by lightning.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment that is not functioning properly prior to this agreement going into effect.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment/ hardware that exceeds the "end of life" period. Labor remains within this agreement.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any new installations or special projects.
- All server data bases, administration, network switching, and connectivity to be maintained by owner.
- This service agreement includes the support and maintenance of existing analog cameras, camera power supplies and encoders in Detention Centers but does not include the support of the legacy video matrix system or joystick controllers.
- This service agreement includes the support and maintenance of all non-detention access control doors. Detention will be defined as any doors separating inmates from common areas.
- Includes consultation services regarding all existing equipment.
- Includes lift rentals necessary to service any existing equipment.



CROSBY COMMUNICATIONS, LLC

Maintenance Definition: Any repair, service, software support, or general systems operation support for existing equipment of the Video Surveillance System and Access Control System. Crosby Communications will repair, re-work, configure, and/or replace as needed under the standard annual pricing for labor in this contract.

Please refer to replacement of hardware as set forth in this agreement.

Upgrade Definition: A billable upgrade or project will include, but not be limited to adding a new component, piece of hardware to a property to add, enhance, or increase significantly the functionality of the property.

Software upgrades alone would not be considered billable. A software upgrade shall be billable at the special negotiated rate only in conjunction with a simultaneous and related hardware upgrade where there was no related or similar hardware or equipment performing that function previously. This upgrade definition shall not include all possible scenarios for upgrades and upgrade billings, but rather shall serve as a guideline only for each party's mutual understanding of its intent.

Examples of qualifying upgrades: (this list is only a guide, not a definition for all qualifying upgrades or projects)

- Adding a new server where there was not a server previously.*
- Installing a new card reader where there was not one previously.*
- Adding a new camera where there was not one previously.*



CROSBY COMMUNICATIONS, LLC

DISPUTE RESOLUTION

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

HOLD HARMLESS

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



CROSBY COMMUNICATIONS, LLC

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT - SERVICE AGREEMENT		
YEAR	QUARTERLY	ANNUALLY
1	\$15,000	\$60,000
2	\$15,000	\$60,000
3	\$15,000	\$60,000

- **Payment Terms:** The Montgomery County Sheriff's Department will be invoiced annually; payment is due within 30 days of receipt of invoice. The owner will receive the first invoice after providing Crosby Communications with a signed Service Agreement.
- **Service Agreement** to take effect from _____, 20____ to _____, 20____.

CROSBY COMMUNICATIONS, LLC

Title: _____

Print Name: _____

Signature: _____

Date: _____

MONTGOMERY COUNTY COMMISSION

Title: _____

Print Name: _____

Signature: _____

Date: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: March 26, 2018

RE: Invitation to Bid No. 52110-18B-008
Leather and Accessories

Request that approval of award on the above referenced Invitation to Bid to the second low bid of Gulf States Distributors in the amount of \$11,848.70 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Sheriff Derrick Cunningham.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-008				Gulf States Distributors 6000 E Shirley Lane Montgomery, AL 36117		Walter Craig, LLC 1201 N.E. Byass Montgomery, AL 36117		North American Fire Equipment Company 1515 W Moulton St Decatur, AL 35601		GT Distributor of Georgia, Inc. 100 McFarland Avenue Rossville, GA 30741		Dana Safety Supply 5221 W. Market St. Greensboro, NC 27409	
DATE ISSUED: FEBRUARY 20, 2018													
DATE OPENED: MARCH 12, 2018													
SHERIFF'S OFFICE - LEATHER AND ACCESSORIES													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Uncle Mike's Basket												
	Weave Belt "Mirage"												
	Size 24" - 44"	Ea	25	\$30.42	\$760.50	\$30.17	\$754.25	\$40.56	\$1,014.00	\$28.34	\$708.50	\$31.19	\$779.75
	Size 46" - Up	Ea	25	\$32.89	\$822.25	\$30.17	\$754.25	\$40.56	\$1,014.00	\$30.64	\$766.00	\$31.19	\$779.75
2	Belt: Inner Uncle Mike's												
	Nylon Reversible												
	Size 24" - 44"	Ea	25	\$13.38	\$334.50	\$13.26	\$331.50	\$18.77	\$469.25	\$12.47	\$311.75	\$13.59	\$339.75
	Size 46" - Up	Ea	25	\$15.79	\$394.75	\$15.66	\$391.50	\$21.79	\$544.75	\$14.72	\$368.00	\$16.07	\$401.75
3	Holster: Duty; Basket	Ea	25	\$118.58	\$2,964.50	\$118.54	\$2,963.50	\$145.68	\$3,642.00	\$101.02	\$2,525.50		
	Weave ALS Mid-Ride												
	Level III for Glock 22												
4	Magazine Carrier Uncle Mike's	Ea	25	\$23.76	\$594.00	\$24.91	\$622.75	\$34.19	\$854.75	\$22.14	\$553.50	\$24.13	\$603.25
	Basket Weave "Mirage"												
	for Glock 22												
5	Baton Holder: Uncle Mike's	Ea	25	\$10.91	\$272.75	\$10.83	\$270.75	\$15.67	\$391.75	\$10.53	\$263.25	\$11.09	\$277.25
	Basket Weave "Mirage"												
6	Flashlight Carrier: Black	Ea	25	\$6.86	\$171.50	\$6.86	\$171.50	\$10.95	\$273.75	\$6.62	\$165.50		
	Basket Weave Safariland												

6-2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-008				Gulf States Distributors 6000 E Shirley Lane Montgomery, AL 36117		Walter Craig, LLC 1201 N.E. ByPass Montgomery, AL 36117		North American Fire Equipment Company 1515 W Moulton St. Decatur, AL 35601		GT Distributors of Georgia, Inc. 100 McFarland Avenue Rossville, GA 30741		Dana Safety Supply 5221 W. Market St. Greensboro, NC 27409	
DATE ISSUED: FEBRUARY 20, 2018													
DATE OPENED: MARCH 12, 2018													
SHERIFF'S OFFICE - LEATHER AND ACCESSORIES													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Flashlight Carrier	Ea	25	\$12.90	\$322.50	\$3.90	\$97.50	\$18.14	\$453.50	\$12.02	\$300.50	\$13.11	\$327.75
	Uncle Mike's Basket Weave "Mirage"												
8	Handuff Case	Ea	25	\$21.45	\$536.25	\$16.18	\$404.50	\$22.41	\$560.25	\$15.19	\$379.75	\$16.56	\$414.00
	Uncle Mike's Basket Weave "Mirage"												
9	Belt Plain Leather with Silver Buckle												
	24" - 44"	Ea	50	\$10.91	\$545.50	\$50.63	\$2,531.50	\$20.13	\$1,006.50	\$13.35	\$667.50		
	46" - Up	Ea	50	\$13.59	\$679.50	\$50.63	\$2,531.50	\$23.38	\$1,169.00	\$16.02	\$801.00		
10	Outer Belt: Nylon; Duty Belt Uncle Mike's Model 8774												
	Size Small - XL	Ea	25	\$16.96	\$424.00	\$16.81	\$420.25	\$18.70	\$467.50	\$15.80	\$395.00	\$17.23	\$430.75
11	Handcuff Case: Nylon Uncle Mike's Model 8878	Ea	25	\$10.91	\$272.75	\$10.83	\$270.75	\$15.62	\$390.50	\$10.53	\$263.25	\$18.59	\$464.75
12	Mace Holder: Nylon Black Snap, Uncle Mike	Ea	25	\$10.91	\$272.75	\$10.30	\$257.50	\$15.01	\$375.25	\$10.01	\$250.25	\$10.55	\$263.75
13	Magazine Carrier Safariland	Ea	25	\$27.60	\$690.00	\$27.60	\$690.00	\$33.92	\$848.00	\$22.88	\$572.00		

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-008				Gulf States Distributors 6000 E Shirley Lane Montgomery, AL 36117		Waller Craig, LLC 1201 N.E. Bypass Montgomery, AL 36117		North American Fire Equipment Company 1515 W. Moulton St. Decatur, AL 35601		GT Distributors of Georgia, Inc. 100 McFarland Avenue Rossville, GA 30741		Dana Safety Supply 5221 W. Market St. Greensboro, NC 27409	
DATE ISSUED: FENRUARY 20, 2018													
DATE OPENED: MARCH 12, 2018													
SHERIFF'S OFFICE - LEATHER AND ACCESSORIES													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
14	Bianchi Glove Pouch 7328	Ea	25	\$11.59	\$289.75	\$11.59	\$289.75	\$17.05	\$426.25	\$11.18	\$279.50	\$9.00	\$225.00
15	Retention Duty Holster	Ea	12	\$107.60	\$1,291.20	\$101.46	\$1,217.52	\$131.39	\$1,576.68	\$91.67	\$1,100.04		
	Safariland Model 6360												
16	Bianchi Belt Keepers	Ea	25	\$8.39	\$209.75	\$9.15	\$228.75	\$21.50	\$537.50	\$8.09	\$202.25	\$6.00	\$150.00
	4 Pack												

Notes:

6-4



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

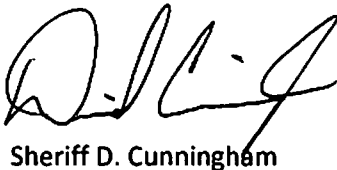
Date: 03-22-2018

To: Myrtle Singleton

From: Sheriff Derrick Cunningham

Subject: Pending award of Leather Contract

In reference to the pending award of the Leather Contract 52110-18B-008, I have reviewed the results of the bids that were received on 12 March, 2018 and have determined that G.T. Distributors headquartered in Rossville, Ga to be the lowest bidder. However, G.T. Distributors was awarded a contract for the same equipment in late 2014 and defaulted on the terms of the contract by failing to provide requested items within a timely manner along with their inability to obtain product from the specified manufacturer. This failure to provide requested products, resulted in the County exercising the right to terminate the contract in June 2015 and awarding to the next lowest bidder. Due to their previous failure in fulfilling the requirements of the Contract, it is my recommendation that they not be considered as a "Responsible Bidder" and for this award to be awarded to the next lowest vendor.



Sheriff D. Cunningham

6-5

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JESSE WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2833
TDD (334) 268-3688
www.mo-ala.org

June 5, 2015

Mr. Clint Welch, Contracts & Managed Accounts Supervisor
GT Distributors of GA, Inc.
100 McFarland Avenue
Rossville, GA 3071

Dear Mr. Welch:

Attached is a copy of Contract Number 52110-14B-026, in which your company was to provide leather and accessories to Montgomery County Sheriff Office. The contract has a provision in paragraph three (3) that states "That Montgomery County Commission and GT Distributors of GA may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party." Based on the information provided by the Sheriff's Office, on several occasions GT Distributors of GA has failed to deliver leather and accessories within seven (7) working days after receipt of order as specified in the Invitation to Bid.

As per the terms of the agreement, we are terminating the contract effective July 13, 2015

Sincerely,

D L Mims

Donald L. Mims
County Administrator

DLM/ms

Attachment

cc: Derrick Cunningham, Sheriff

6-6



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

Date: 05-29-15

To: Myrtle Singleton

From: Sheriff D. Cunningham

Subject: Request to discontinue contract purchasing with GT Distributors

In October of 2014 GT Distributors won the bid to provide law enforcement duty gear to the Montgomery County Sheriff's Office. We placed our first order with them in November of 2014 and did not receive the items ordered until February of 2015. Some of the items on this order were incorrect and it took an additional month or two to obtain the correct items. A second order was placed in February 2015, a bulk of the items arrived in April however to this date there are still items missing from that order. Capt. Beaudry has spoken with Eric Swartz who is the sales representative for our area. He advised that he is not able to stock Uncle Mikes gear in store in order to provide us with our requests in a timely manner. He further advised that he has problems obtaining Uncle Mikes equipment and this has been a constant problem for him and his company. Due to their inability to provide the requested items within the time outlined in our contract agreement, I am requesting that we discontinue our contract with GT Distributors and move on to the next vendor on the bid list.

Sheriff D. Cunningham

6-7

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 16th day of April, 2018, by and between Gulf States Distributors located in Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Gulf States Distributors agrees to furnish leather and accessories for the Montgomery County Sheriff's Office, in accordance with all the provisions of Invitation to Bid No. 52110-18B-008, as issued by the Montgomery County Commission on February 20, 2018, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agrees as follows:

1. That all terms, conditions and specifications of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning April 16, 2018 and ending April 15, 2019 with the option to renew for an additional two (2) years, providing funds are made available by the Montgomery County Commission. That the prices stipulated in the bid by Gulf States Distributors shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
6. That Gulf States Distributors agrees to protect, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors, death or damages to property without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and

causes of action rise out of the negligent acts or omissions of contractor, its employees, agents and officers Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Gulf States Distributors.
7. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 16th day of April, 2018.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

CONTRACTUAL AGREEMENT

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WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agrees as follows:

1. That all terms, conditions and specifications of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning April 16, 2018 and ending April 15, 2019 with the option to renew for an additional two (2) years, providing funds are made available by the Montgomery County Commission. That the prices stipulated in the bid by Gulf States Distributors shall remain firm for the one (1) year period.
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4. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
6. That Gulf States Distributors agrees to protect, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors, death or damages to property without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and

causes of action rise out of the negligent acts or omissions of contractor, its employees, agents and officers Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Gulf States Distributors.
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IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 16th day of April, 2018.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

March 19, 2018

MEMORANDUM

TO : Mr. Donald Mims, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Lake Point Vineyard and Winery
674 Lake Point Drive, Mathews, AL 36052
Manufacturer License

I have reviewed the attached application for Lake Point Vineyard and Winery. I have no objection to the approval of this Manufacturer license.

DC/crv

encls.

7-1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988



Type License: 200 - MANUFACTURER

State: \$500.00 County: \$500.00

Type License:

State: County:

Trade Name: LAKE POINT VINEYARD AND WINERY LLC

Filing Fee: \$50.00

Applicant: LAKE POINT VINEYARD AND WINERY

Transfer Fee:

Location Address: 674 LAKE POINT DRIVE MATHEWS, AL 36052

Mailing Address: 674 LAKE POINT DRIVE MATHEWS, AL 36052

County: MONTGOMERY Tobacco sales: NO

Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP 00359 PG0078-0080 2018

Date Incorporated: 01/02/2018 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 01/02/2018

Alabama State Sales Tax ID: R009756485

Federal Tax ID: 82-1444690

Name:	Title:	Date and Place of Birth:	Residence Address:
RITA G LEWIS 7034905 - AL	OWNER	06/19/1964 KANSAS	674 LAKE POINT DRIVE MATHEWS, AL 36092

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RITA G LEWIS

Home Phone: 334-517-8334

Business Phone: 334-517-8334

Cell Phone:

Fax:

E-mail: RITALEWIS500@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

7-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RITA G LEWIS 334-517-8334
What is lessors primary business? LANDLORD
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 600 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

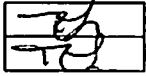
Name:	Violation & Date:	Arresting Agency:	Disposition:



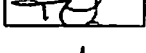
STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988



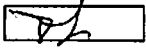
Initial each



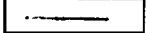
In reference to law violations, I attest to the truthfulness of the responses given within the application.



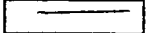
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.



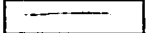
In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.



In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.



In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.



In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

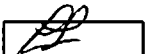


In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.



The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

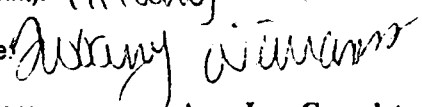


I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Rita Lewis

Signature of Applicant: 

Notary Name (print): Tiffany Williams

Notary Signature: 

Commission expires: 4.23.19

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: LESSOR IS THE OWNER

Receipt Confirmation Page

Receipt Confirmation Number: **20180220145010988**
Application Payment Confirmation Number: **34141996**

Payment Summary	
Payment Item	Fee
Application Fee for License 200	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
200 - MANUFACTURER	\$500.00	\$500.00	\$1,000.00
			\$0.00
Total Amount to be Charged	\$500.00	\$500.00	\$1,000.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 200 - MANUFACTURER
License Type 2:
License County: MONTGOMERY
Business Type: LLC
Trade Name: LAKE POINT VINEYARD AND WINERY LLC
Applicant Name: LAKE POINT VINEYARD AND WINERY
Location Address: 674 LAKE POINT DRIVE
MATHEWS, AL 36052
Mailing Address: 674 LAKE POINT DRIVE
MATHEWS, AL 36052
Contact Person: RITA G LEWIS
Contact Home Phone: 334-517-8334
Contact Business Phone: 334-517-8334
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: March 26, 2018

RE: Contract No. 51965-16B-019
Security Cameras

I request that the attached Amendment No. 2 to Graybar contract for security cameras be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning May 9, 2018 and ending on May 8, 2019.

Graybar chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lou Ialacci, Director of Information Systems.

Attachment

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

Amendment
To
Contract # 51965-16B-019

Amendment No. 2

Contract with Graybar for security cameras is hereby extended for one (1) year, beginning May 9, 2018 and ending on May 8, 2019

No price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

GRAYBAR

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/28/2018

Re: no-cost contractual agreement between Secretary of State and Montgomery County to provide for online filling of LLCs and For Profit Incorporations.

The Secretary of State's office has developed an online filling system that streamlines the process of creating LLCs and For Profit Incorporations with their technology vender Alabama Interactive. The Secretary of State's Office has asked that we partner with them to provide this service in Montgomery County. To facilitate this process our record keeping software provider, Icon, is currently working with Alabama Interactive to insure that the transfer of information and fees is handled in an efficient manner. Lou Ialacci and the Montgomery I.T. department are monitoring this process to insure that all security protocols are meet.

To allow for this new service to go live once all technical issues are addressed, we are requesting that you review and sign the attached contract.

Attached: contract and legal description for review and signature

**COOPERATIVE PARTICIPATION AGREEMENT
BETWEEN THE
ALABAMA SECRETARY OF STATE
AND
MONTGOMERY COUNTY**

WHEREAS, this Cooperative Participation Agreement (hereinafter referred to as "Agreement") is entered into between the Alabama Secretary of State (hereinafter referred to as "Secretary of State"), Montgomery County Commission and Montgomery County Judge of Probate (hereinafter collectively referred to as "Montgomery County"); and

WHEREAS, during the 2015 Regular Session, the Alabama Legislature enacted Act No. 2015-479 (now codified at Section 36-14-19, Code of Alabama (1975) and hereinafter referred to as "Act" which is attached hereto as Exhibit A); and

WHEREAS, in general, the Act authorizes a new online electronic filing capability which will benefit citizens and businesses and expedite the recordation of certain documents, with the State of Alabama and Montgomery County Probate Court, applicable to the formation and administration of business and nonprofit entities under Title 10A, Code of Alabama (1975); and

WHEREAS, the Act authorizes the Secretary of State to develop a program for the administration of an electronic processing system for the recordation of statutorily-required filing activities of business and nonprofit entities (hereinafter referred to as "Program") and authorizes a county to voluntarily participate in the Program at no cost by written agreement executed between the county commission, the county's judge of probate, and the Secretary of State; and

WHEREAS, the Act authorizes the Secretary of State to contract with a vendor to provide the electronic processing services which may include, but not be limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and other service related to the administration of the electronic process; and

WHEREAS, pursuant to the Act, the Secretary of State has developed a Program for electronically processing the recordation of filing activities of business and nonprofit entities as required under Title 10A, Code of Alabama (1975), and by this Agreement, sets forth the processes and protocol to be administered by the Secretary of State and Montgomery County to implement the Program in Montgomery County; and

WHEREAS, pursuant to the Act, the Secretary of State has entered into a contract with a vendor to provide electronic processing services, which include, but are not limited to, enabling citizens and entities to apply online to complete statutorily-required filing activities of business and nonprofit entities whose web-based access is user-friendly, secure and capable of accepting payments by credit card and Automated Clearing House (ACH); and

WHEREAS, the Montgomery County Commission and Montgomery County Judge of Probate desire to participate in the electronic processing Program developed by the Secretary of State and, furthermore, all parties agree to adhere to the processes and protocol for implementation and administration of the Program at the Montgomery County level as set forth herein; NOW THEREFORE

IN CONSIDERATION of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. RECITALS

The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability of all other provisions herein.

2. RESPONSIBILITIES OF THE SECRETARY OF STATE

The Secretary of State expressly agrees to:

- (a) Secure a vendor, at no cost to the state or Montgomery County, to provide electronic processing services to include, but are not limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and any other service related to the administration of the electronic process.
- (b) Establish the electronic protocol for the payment of all State of Alabama recording fees prescribed under Title 10A, Code of Alabama (1975).
- (c) Establish the electronic protocol, with the vendor for Montgomery County, for the payment of all Montgomery County recording fees, whether provided by general law, general law of local application, or local law, to be collected and, thereafter, remitted, including all data associated with the local recording fees, to Montgomery County once a week.
- (d) Cooperate with Montgomery County to satisfy any request and provide any information required by it to work collectively with the Secretary of State to establish, implement and maintain a collective protocol to administer the electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A, Code of Alabama (1975) as set forth herein.

3. RESPONSIBILITIES OF MONTGOMERY COUNTY

The Montgomery County Commission and Montgomery County Judge of Probate expressly agree to:

- (a) Cooperate with the Secretary of State to establish, implement and maintain a collective protocol to administer the electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A, Code of Alabama (1975) as set forth herein.
- (b) Annually provide the Secretary of State and its vendor information on the Montgomery County filing fee schedule including a reference to the corresponding general law, general law of local application, or local law or other statutory authority related to each filing fee.
- (c) Notify the Secretary of State and its vendor of any changes to the Montgomery County filing fee schedule, by legislative or other local action, no less the fifteen (15) business days prior to a change in filing fees taking effect.
- (d) Provide to the Secretary of State and its vendor bank account information in order to properly route and deposit funds from the state's vendor to Montgomery County.

4. TERM OF AGREEMENT

This Agreement shall be effective upon full execution of the parties and shall continue unless terminated pursuant to Section 6 herein.

5. AMENDMENTS

This Agreement may be amended or revised from time to time by mutual written agreement between the parties.

6. TERMINATION OF AGREEMENT

Consistent with the Act, this Agreement may be terminated without cause or reason and at any time by the Secretary of State or Montgomery County upon one hundred and twenty (120) days' written notice to the other parties. Upon written notice of termination, the Secretary of State shall instruct the electronic process vendor that it shall finalize and transmit all final recording fees collected, and all data related thereto, to the applicable county not more than thirty (30) days after the date on which use of the electronic system ceases.

7. SATISFACTION OF LAWS

Consistent with the Act, the cooperation between the Secretary of State and Montgomery County, as related to this Agreement, shall satisfy any and all fee and filing requirements whether prescribed by general law, general law of local application, or local law applicable to the participating county, and, furthermore, fulfill any and all statutory requirements of a county commission, judge of probate, and the Secretary of State as it relates to filing activities of business and nonprofit entities.

8. NOTICES

Any notice or other communication between the parties may be in writing or email.

If to the Secretary of State:

Elaine Swearingin, Business Entities Director

Alabama Secretary of State

Post Office Box 5616

Montgomery, Alabama 36130

elaine.swearingin@sos.alabama.gov – Email

(334) 242-7221 – Phone

If to the Secretary of State's Vendor:

Lyndsey Johnson, Project Manager

Alabama Interactive

100 North Union Street, Suite 630

Montgomery, Alabama 36104

lyndsey@alabamainteractive.org – Email

(334) 261-1979 – Phone

If to Montgomery County:

Office of Judge of Probate

William Flowers, Chief Clerk

P. O. Box 223
Montgomery, Alabama 36101
(ADD EMAIL ADDRESS HERE)
(334) 832-1247 - Phone

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates as indicated, respectively, hereinbelow.

ALABAMA SECRETARY OF STATE

By: John H. Merrill, Secretary of State
Date: _____

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr., Chairman
Date: _____

ATTEST:

By: Donald L. Mims, County Administrator
Date: _____

JUDGE OF PROBATE OF MONTGOMERY COUNTY

By: Steven Reed, Judge of Probate
Date: _____

Code of Alabama
Title 36. Public Officers and Employees. (Refs & Annos)
Chapter 14. Secretary of State. (Refs & Annos)

Ala.Code 1975 § 36-14-19

§ 36-14-19. Electronic recordation process for business entity filings.

Currentness

(a) The Secretary of State shall develop a program to facilitate the administration of an electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A. A county may participate in the program in accordance with this section. Under the program, the Secretary of State may contract with a vendor to provide electronic processing services which may include, but are not limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and any other service related to the administration of the electronic process, as determined by the Secretary of State. The Secretary of State may also develop a certification process to allow third parties to provide these electronic processing services. All recording fees, whether established by general law, general law of local application, or local law, shall be collected by the vendor and the fees, applicable to the county, including all data associated with the local recording fees, shall be remitted by the vendor to each participating county no less than twice per month.

(b) A county may participate in the program by written agreement between the county commission, judge of probate, and the Secretary of State. Any agreement shall be a voluntary decision made exclusively by the county. The Secretary of State or the applicable county may terminate an agreement at any time upon 120 days' written notice. Upon written notice of termination, the Secretary of State shall instruct the electronic process vendor that it shall finalize and transmit all final recording fees collected, and all data related thereto, to the applicable county not more than 30 days after the date on which use of the electronic system ceases.

(c) The cooperation between the Secretary of State and a county shall be at no additional cost to the county or the state.

(d) The cooperation between the Secretary of State and a county as provided for in this section shall satisfy any and all fee and filing requirements whether prescribed by general law, general law of local application, or local law applicable to the participating county, and, furthermore, fulfill any and all statutory requirements of a county commission, judge of probate, and the Secretary of State as it relates to filing activities of business entities.

(e) A judge of probate may continue to provide filing services pursuant to current procedures and is in no way bound or obligated to participate in the electronic process for the recordation of filing activities as provided for by this section.

Credits

§ 36-14-19. Electronic recordation process for business entity filings., AL ST § 36-14-19

(Act 2015-479, p. 1646, § 1.)

Ala. Code 1975 § 36-14-19, AL ST § 36-14-19

Current with Acts from the 2017 Regular Session effective through May 23, 2017

End of Document

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Tammy Nix

From: Scott Kramer
Sent: Monday, March 26, 2018 4:50 PM
To: Donald Mims
Cc: Florence Cauthen; Tammy Nix
Subject: FW: ADA Transition Plan - updated 11/6/17
Attachments: Attachment C_Parks.pdf; Attachment D_Building&Sidewalks.pdf; DRAFT Transition Plan - PROW & PARKS- Montgomery County_11062017 attachments C-D inserted.pdf

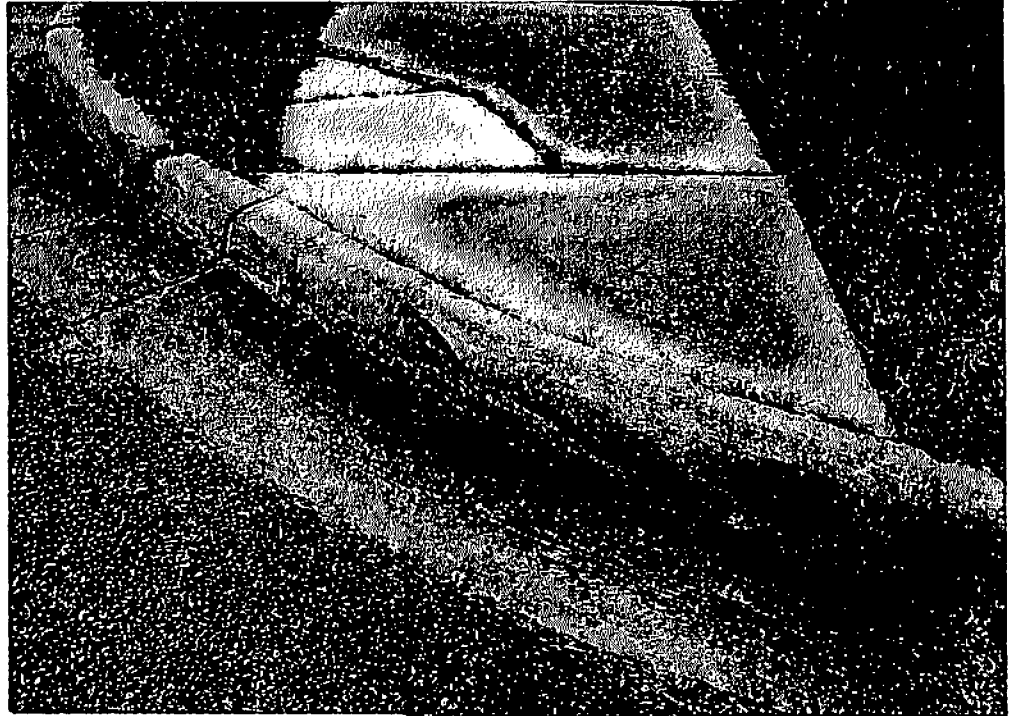
Donnie,

I am forwarding the draft of the American with Disability Act Transition Plan (with attachments). I would like for the opportunity of discussing the transition plan with the County Commission at the next meeting. Once the transition plan is approved by the Commission, it will be placed on our website.

Scott Kramer
City / County Director of Risk Management
Montgomery, Alabama
334-832-1280

2018

DRAFT - ADA TRANSITION PLAN
PUBLIC RIGHTS OF WAY AND PARKS



MONTGOMERY COUNTY
ALABAMA



10-2-1

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1.0 EXECUTIVE SUMMARY

1.1 Overview of Americans with Disabilities Act

The Americans with Disabilities Act was passed in 1990 as a step towards the disestablishment of discrimination against individuals with disabilities. ADA Title II requires communities to establish self-evaluations and/or transition plans, as determined by community employee size, for updating public facilities. Title II covers programs, activities, and services of government entities with a specific focus on protecting citizens from discrimination on the basis of disability. The goal of this act is to afford every individual the opportunity to benefit from businesses and services and to provide comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, access to public accommodations, transportation, and telecommunications. This document will guide the planning and implementation of necessary facility modifications over the next several years.

The ADA is companion civil rights legislation with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, which requires that all organizations receiving federal funds make their programs available without discrimination to persons with disabilities. The Act, which became known as the "civil rights act" of persons with disabilities, states:

No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (Section 504)

The ADA consists of 5 interconnected sectors with this plan concerned with Title II:

Title I: Employment

Title II: Public Services

In accordance with the requirements of Title II of the ADA, the County will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Pedestrian facilities, such as sidewalks, curb cuts, curb ramps, street crossings, and other pertinent and instrumental pedestrian elements maintained by Montgomery County are considered both a "program," and a "facility."

In accordance with Title II, the County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of the County's programs, services, and activities.

Title III: Public Accommodations

Title IV: Telecommunications

Title V: Miscellaneous Provisions

1.2 Definitions

Barrier

"Barriers" are defined, herein, as elements of the physical environment within the Public Right-of-Way that impede or completely block disabled individuals from gaining access to the program or service provided at the locations described within this plan.

Detectable Warning Surface

"Detectable Warning Surfaces," as defined by the ADAAG, ADA detectable warnings are "a standardized surface feature built-in or applied to walking surfaces or other elements to warn visually impaired people of hazards on a circulation path". These areas of safety concern include, but are not limited to: curb ramps, transit platforms, public stairs, building entrances, parking areas and pedestrian crossings.

Undue Hardship

"Undue hardship" means significant difficulty or expense relative to the operation of a public entity's program. Where a particular accommodation would result in an undue hardship, the public entity must determine if another accommodation is available that would not result in an undue hardship.

Vertical Surface Discontinuity

"Vertical Surface Discontinuities" refer to a change in level, including bumps, utility castings, expansion joints, cracks and etc.. within the accessible route of a public program or service as described within the plan. A vertical surface discontinuity may be up to 1/2 inch in height with a 2:1 bevel provided.

2.0 COMPLIANCE WITH ADA TITLE II REQUIREMENTS

This section makes reference to various parts of the Code of Federal Regulations (CFR), section 35 as it pertains to ADA requirements that the County must comply with or address as part of the PROW transition plan. The details of which can be found on the ADA website: <http://www.ada.gov/reg2.html>.

This Transition Plan is an assessment of the County's parks and right-of-way facilities to determine if there are barriers for persons with disabilities. The County has identified the parks and public right-of-ways that have access barriers for persons with disabilities and has developed a schedule for barrier removal to comply with Title II of the ADA.

2.1 Federal Accessibility Standards and Regulations

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille and computer disk for people with disabilities. Documents, including the following publications, can also be downloaded from the Department of Justice website. <http://www.ada.gov/>

- **ADA Regulation for Title II:** This publication describes Title II of the Americans with Disabilities Act, Pub. L. 101-336, which prohibits discrimination on the basis of disability by public entities. Title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs or activities of all state and local governments. This rule adopts the general prohibitions of discrimination established under section 504, as well as the requirements for making programs accessible to individuals with disabilities and for providing equally effective communications. It also sets forth standards for what constitutes discrimination on the basis of mental or physical disability, provides a definition of disability and of qualified individual with a disability, and establishes a complaint mechanism for resolving allegations of discrimination.
http://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm
- **Title II Technical Assistance Manual (1993) and Yearly Supplements:** The 56-page manual explains in lay terms what state and local governments must do to ensure that their services, programs and activities are provided to the public in a nondiscriminatory manner. Many examples are provided for practical guidance.
<http://www.ada.gov/taman2.html>
- **Accessibility of State and Local Government Websites to People with Disabilities:** The 5-page publication provides guidance on making state and local government websites accessible. <http://www.ada.gov/websites2.htm>
- **The ADA and City Governments: Common Problems | PDF**
A 9-page document that contains samples of common problems shared by city governments of all sizes, provides examples of common deficiencies and explains how these problems affect persons with disabilities. (2000) <http://www.ada.gov/comprob.htm>
- **ADA Checklist for Polling Places | PDF**
A 39-page checklist used as a self-help survey for voting officials to determine whether a polling place has basic accessible features needed by most voters with disabilities. (2004) <http://www.ada.gov/votingchecklist.htm>
- **U.S. Access Board Publications**
The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of

publications are available free and can be downloaded or ordered by completing a form available on the Access Board's website. In addition to regular print, publications are available in large print, disk, audiocassette and Braille. <http://www.access-board.gov/>

Buildings & Sites

Standards issued under the Americans with Disabilities Act (ADA) address access to buildings and sites nationwide in new construction and alterations.

- **2010 ADA Standards for Accessible Design:** This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction and alteration of buildings and facilities covered by Titles II and III of the ADA, to the extent required by regulations issued by federal agencies including the Department of Justice and the Department of Transportation.
- **2010 ADA Standards:** <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards>

Recreation Facilities

Access to recreation facilities, including play areas, swimming pools, sports facilities, fishing piers, boating facilities, golf courses and amusement rides, is addressed in the ADA standards. The ABA standards address outdoor developed areas guidelines which currently are applicable to Federal facilities and cover access to trails, picnic sites, camping sites and beach access routes.

- **Recreation Facilities:** <http://www.access-board.gov/guidelines-and-standards/recreation-facilities/about-recreation-facilities>
- **Outdoor Developed Areas:** <http://www.access-board.gov/guidelines-and-standards/recreation-facilities/outdoor-developed-areas>

Streets and Sidewalks

New guidelines in development by the Board cover access to public rights-of-way including sidewalks, intersections, street crossings and on-street parking. The Board is also addressing access to shared use paths providing off-road means of transportation and recreation.

- **Public Rights-of-Way:** <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way>
- **Shared Use Paths:** <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks/shared-use-paths/about-this-rulemaking>

Safe Harbor – Construction Prior to March 15, 2012

Elements in facilities built or altered before March 15, 2012 that comply with the 1991 ADA Standards for Accessible Design (1991 Standards) are not required to be modified to specifications in the 2010 Standards. For example, the 1991 Standards allow 54 inches maximum for a side reach range to a control such as the operating part of a paper towel dispenser. The 2010 Standards lower that side reach range to 48 inches maximum. If a paper towel dispenser was installed prior to March 15, 2012 with the highest operating part at 54 inches, the paper towel dispenser does not need to be lowered to 48 inches. Since the dispenser complies with the 1991 Standards, that Standard provides a “safe harbor.”

2.2 Notification

Applicants, participants, beneficiaries, and other interested persons have been notified of their rights and the County's obligations under Title II of the ADA as required by 28 CFR §35.106. Notifications are to be posted in County owned facilities and visible to the public as well as on the Montgomery County website with access to a PDF of the Transition Plan for Public Rights-of-Way and Parks. Other accessible forms of communication will be provided upon request by the ADA Coordinator or other responsible employee of the County.

2.3 Designation of Responsible Employee

The County has designated a responsible employee to coordinate its efforts to comply with and carry out the ADA responsibilities in accordance with 28 CFR §35.107(a). The ADA coordinator has been designated to oversee compliance with the non-discrimination requirements and can be contacted at:

Scott Kramer
Director of Risk Management and ADA Coordinator
P.O. Box 1667
Montgomery, AL 36102-1667
334-832-1280
scottkramer@mc-ala.org

2.4 Public Process and Input

The ADA sets forth specific requirements for public input in the transition plan and requires that the public entity hold a public hearing to formalize the input. Letters were sent out on May 12th, 2016 to the following entities to specifically invite them for comment regarding the Draft Transition Plan for Montgomery County:

- Alabama Department of Rehabilitation
- Montgomery Center for Independent Living
- Montgomery Arc

- Children's Center of Montgomery
- Easter Seals Central Alabama
- Montgomery Area Council On Aging
- Montgomery Regional Benefit Office of VA
- Alabama Disabilities Advocacy Program
- Response (Star) System
- Alabama Department of Senior Services
- Alabama Institute for Deaf and Blind - Montgomery Regional Center

These letters included an invitation to the public hearing on May 24th, 2016.

2.5 Self-Evaluation and Transition Plan

Title II of the ADA requires that the County conduct a self-evaluation of its services, policies, and practices and make modifications as necessary to comply with 28 CFR §35.105. A self-evaluation is an assessment of the County's current facilities and programs to identify aspects of each that are found to be inconsistent with Title II requirements. The ADA Transition Plan will begin the process of identifying any barriers to accessibility that might be present. Where structural modifications are necessary to achieve program accessibility—as in the addition of curb ramps—the regulation requires State and local governments that employ 50 or more staff members to develop a transition plan. The ADA Transition Plan will provide a schedule that indicates a projected time for resolution and the department responsible for implementation. The County has begun the self-evaluation process and will continue the process through ongoing solicitation of public comment. This transition plan is a living document that will be updated periodically to reflect the ongoing assessment and resolution/response to public comment. Updates will be provided as amendments to the plan, inclusion of additional annexes, and/or updates to the County's website (<http://www.mc-ala.org/Pages/Default.aspx>).

2.6 Establishment of Grievance Procedure

The County has established a grievance procedure for resolving grievances of violations in accordance with 28 CFR §35.107(b). See Section 4.0 below.

2.7 Department Responsible for Implementation

Each Montgomery County Department who provides programs or services in the Public Right of Way or Parks will be responsible in their own respective way to implement this transition plan. It is the responsibility of the ADA Coordinator to ensure that each department is knowledgeable and trained to execute the provisions of this plan according to his or her job title. If the knowledge and skills of department employees are insufficient, it will be up to the ADA Coordinator or his designated appointee of said department to provide instruction, training, or other tools to ensure that the employees of Montgomery County are able to operate within the confines of the ADA and this transition plan.

3.0 ADA SELF-EVALUATION AND STEPS TAKEN

3.1 Self-Evaluation

The self-evaluation is the County's assessment of its current facilities and programs to determine compliance with the Americans with Disabilities Act 1990 (ADA). As part of this assessment, congruency with the PROWAG (Public Rights of Way Accessibility Guidelines) and ADAAG (Americans with Disabilities Access Guidelines) will be noted where applicable. Through this evaluation, physical barriers in County owned or occupied buildings will be documented. Any facilities located within the Public Rights of Way (PROW) and leading up to buildings owned or occupied by County offices will be assessed. In addition, the Public Right-of-ways that provide access to and within all County owned or operated parks will be part of the self-assessment. A schedule of priorities will be created for all compliance issues. An explanation of the priority methodology for parks and public facilities is found below.

This transition plan is targeted at the accessibility from the Public Right-of-way at the street or parking area and all accessibility features that provide access to the entrances of all building locations or amenities found within the parks. This plan does not, however, incorporate the features found inside of any structure or the accessibility of park amenities, such as the playground. (ex. This plan covers the parking and accessible route that leads to the playground and any accessibility features that allow access into a play area, excluding the play area structures)

3.2 Undue Burden

The County is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of its program or activity, would create a hazardous condition resulting in a direct threat to the participant or others, or would represent an undue financial and administrative burden.

The determination that an undue burden would result must be based on an evaluation of all resources available for use in the County. For example, if a barrier removal action is judged unduly burdensome, the County must consider other options for providing access to the benefits and services of the program or activity by individuals with disabilities.

3.3 Montgomery County Park Facilities

Park Non-Compliance Summary

Each County park facility was assessed for compliance with the Americans with Disabilities Act, 1990. The following table, Table 1, gives an overview of the compliances issues found during the self-assessment phase of transition plan development. A more detailed and itemized spreadsheet of each compliance issue can be found in **Attachment C**.

TABLE 1: SUMMARY OF Park Compliance Issues

TABLE 1:	COMPLIANCE ISSUE							
PARK	BARRIERS AT THIS LOCATION?	ACCESSIBLE ROUTE ISSUES	SLOPE/ CROSS SLOPE	DETECTABLE WARNING SURFACE	HANDICAP ASSESSABLE SIGNAGE/ PARKING	WIDTH ISSUE	VERTICAL SURFACE DISCONTINUITY	HAND RAILS
Pintlala Park	X	X	X	X				
Snowdoun Park	X	X	X	X				
Catoma Park	X	X	X	X	X			
Waugh Park	X	X	X	X	X	X		
Pine Level Park	X	X	X	X	X	X		
Wingard Park	X	X		X	X		X	
Wayne Enzor Park	X	X		X	X		X	
Ramer Park	X	X	X	X	X			X
Flatwood Community Center Park	X	X	X			X		

Priorities & Timeline for Remediation within Park Facilities

Each park site evaluation was accomplished by an assessor team from CARPDC equipped with necessary measuring tools, maps, and evaluation checklists. Each park was evaluated in a consistent manner and all facilities at each location were assessed for their ADA compliance. Each compliance violation found was subsequently prioritized using the methodology below.

The following prioritization process is referenced in the ADA Title II Regulations. The principle priorities are to ensure basic access to park facilities and amenities, access to activities, and allowing alternatives to structural modifications when appropriate. Translating these priorities into action plans must be accomplished using a programmatic approach. The following guidelines were used by the County to prioritize barriers found within County park facilities:

Priority One

Removing barriers that impede accessibility at the main entrance of a facility, or improving a path of travel to the portion of the facility where program activities take place. Examples:

- Connection to the public rights-of-way
- Parking and passenger loading
- Entrance walks
- Entrance ramps
- Entrance stairs
- Entrance doors

Priority Two

Removing barriers that impede access to program use areas. Examples:

- Recreation environments/features (exercise equipment, playgrounds)
- Drinking fountains
- Public restrooms

Priority Three

Removing barriers that impede access to amenities serving program areas. Examples:

- Public telephones
- Site furnishings (benches, tables, grills, pavilions, trash cans)

Additional Prioritization

A meeting with the Montgomery County Parks and Recreation Director, James Williams, was held on May 19th, 2016 to further prioritize compliance issues found within the parks. Each outdoor park facility in which the County provides programs, activities, and services were considered and additional prioritization measures were implemented by using the following considerations:

- Level of use by the public: Facilities that have a high level of public use can be assigned a higher priority;
- Program uniqueness: Some programs are unique to a building, facility, or park and cannot occur at another location. Seasonal availability and programs that emphasize health and wellness can be assigned a higher priority;
- Geographic distribution: Selecting a range of facilities that are distributed throughout the County, and considering the proximity of these facilities to public transportation, helps provide maximum accessibility for all residents;
- Identified grievances: Facilities that have a history of citizen grievances related to accessibility can be assigned a higher priority.

Three park locations were identified by level of importance based on the additional prioritization criteria above. These parks will be identified by using the letter A, B, and C with A being most important and C the least important of the three. These parks should be considered a higher priority than all other park locations. For all other parks, there will not be a letter given for these locations, only the priority numbers, 1-3. Park locations with the higher priority, as noted by the letters and evaluated based on the criteria above, will be described by the letter coming before the priority number, i.e. A-1.

Refer to **Attachment C** for a detailed listed of all non-compliance issues found at each park and the prioritization rating given for each.

Timeframe for Remediation of Park Facilities

The timeline for remediation within County park facilities is limited to a 10 year horizon. Locations that have been prioritized A/B/C will receive a shorter time frame of 1-5 years, whereas, locations that have not been assigned a priority will be scheduled to come into compliance from 1-10 years from adoption of this plan. It will be up to the available

funding and discretion of the ADA Coordinator, or other responsible party, to schedule the remediation of improvements based off of the highest priority compliance issues found at each location.

3.4 Public Rights-of-Way (PROW)

Public Rights-of-Way Non-Compliance Summary

Table 2 on the following page gives an overview of compliance issues for each Montgomery County building in which public programs and facilities are administered. See the spreadsheet in **Attachment D** for an itemized & prioritized detail of all ADA compliance issues at each of these locations.

Table 2: Summary of Compliance Issues

Table 2: Summary of Compliance Issues					
Loc #	Name of Facility	St Address	Barriers at this facility?	Facility ADA compliant?	Please describe ADA non-compliance issues.
1/1	Annex 1	100 S Lawrence St Mont., AL 36102	No	No	Parking, Exterior Accessible Routes, Curb Ramps, Entrance
2/1	Annex 2	125 Washington Ave Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Ramps
3/1	Annex 3	101 S Lawrence St Mont., AL 36104	No	No	Curb Ramps, Ramps, Entrance
4/1	Annex 4	530 S Lawrence St Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Entrance
5/1	County Courthouse	251 S. Lawrence St Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Curb Ramps
6/1	Tax Appraisal Office	131 S Perry St Mont., AL 36104	No	No	Parking, Curb Ramps, Entrance
9/1	Detention Fac (incl. mech. bldg.)	250 S. McDonough St Mont., AL 36104	Yes	No	Parking, Ramps, Curb Ramps, Entrance
9/1	Detention Facility Addition	250 S. McDonough St Mont., AL 36104	No	No	Parking, Curb Ramps, Entrance
11/1	Probate & Revenue East (lease)	5340 Atlanta Hwy Mont., AL 36109	No	Yes	N/A
12/1	Probate & Revenue West	3075 Mobile Hwy Mont., AL 36108	No	No	Parking
17/1	Parking Deck	200 Scott St Mont., AL 36104	No	No	Parking, Exterior Accessible Routes
18/1	Personnel (lease)	27 Madison Ave Mont., AL 36104	No	No	Entrance
22/1	Greil (Atty Gallion's) Building	305 S. Lawrence St. Mont., AL 36104	Yes	No	Parking, Exterior Accessible Route, Curb Ramps, Entrance
23/1	Flatwood Community Center	360 Williams Dr Mont., AL 36110	Yes	No	Parking, Exterior Accessible Route, Entrance
27/1	Ramer Library (lease)	5444 Hwy 94 Ramer, AL 36069	No	No	Parking

28/1	Hope Hull Library	273 Federal Road Hope Hull, AL	No	No	Parking, Exterior Accessible Route, Entrance
29/1	Pine Level Library	20 Cohn Dr Pine Level, AL 36065	Yes	No	Parking, Exterior Accessible Route, Ramps
30/1	Prestwood (Pardon & Parole)	350 Adams Ave Mont., AL 36104	Yes	No	Parking, Curb Ramps, Entrance
31/1	Community Corrections	301 Adams Ave Mont., AL 36104	Yes	No	Parking, Curb Ramps, Entrance
32/1	Community Corrections - 2	125 S. McDonough St Mont., AL 36105	Yes	No	Parking, Curb Ramps, Entrance
33/1	On-site Clinic	300 S. Hull St Mont., AL 36104	No	No	Parking, Entrance
34/1	Pike Road Library (lease)	9583 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
35/1	Pike Road Library (lease)	9585 Vaugh Road Mont., AL 36064	No	No	Parking, Entrance
36/1	Pike Road Library (lease)	9589 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
43/1	Probate/Revenue Office	5447 Atlanta Hwy Mont., AL 36109	No	No	Parking
44/1	Probate/Revenue Office	5449 Atlanta Hwy Mont., AL 36109	No	No	Parking
46/1	N/A	3425 McGehee Rd, Mont., AL 36111	No	No	Parking

Table 2A Summary of Costs (produced by Goodwyn, Mills, and Cawood)

Facility Name and Address				
*(Note: Some Parks Use a 1-10 Year Priority Schedule rather than a 1-5 Year. These are shown in the Index as 1-5 Year but are shown on the individual sheets as 1-10 Year.)	1-5 Year Total	5-10 Year Total	10-20 Year Total	Overall Total Cost
Annual ADA Deficiencies Budget from Liability Fund: \$200,000				
100 South Lawrence Street Montgomery County	\$2,800	\$120,375	\$73,000	\$196,175
Administration Building and Courthouse Annex				
125 Washington Avenue Montgomery County	\$4,350	\$24,750	\$246,875	\$275,975
Administration Building and Courthouse ANNEX 2				
101 South Lawrence Street	\$99,100	\$70,813	\$14,875	\$184,788
Administration Building and Courthouse ANNEX 3				
530 South Lawrence Street	\$5,600	\$23,781	\$9,063	\$38,444
County Courthouse ANNEX 4				
251 South Lawrence Street	\$7,450	\$15,188	\$68,750	\$91,388
County Courthouse				
131 South Perry - Tax Appraisal Office	\$2,150	\$8,813	\$96,750	\$107,713

225 South McDonough	\$9,550	\$21,313	\$0	\$30,863
Detention Facility Mechanical Bldg.				
5340 Atlanta Highway	\$0	\$250	\$0	\$30,863
Probate & Revenue East (Lease)				
3075 Mobile Highway	\$0	\$13,500	\$0	\$13,500
Probate & Revenue West				
200 Scott Street	\$5,100	\$40,750	\$89,063	\$134,913
Parking Deck				
27 Madison Avenue	\$0	\$3,125	\$0	\$3,125
Personnel (lease)				
305 S. Lawrence	\$200	\$5,406	\$38,500	\$44,106
Greil (Atty Gallion's) Building				
360 Williams Drive	\$15,575	\$0	\$6,250	\$21,825
Flatwood Community Center				
5444 Highway 94	\$1,975	\$0	\$10,125	\$12,100
Ramer Library				
20 Cohn Drive	\$14,900	\$0	\$6,250	\$21,150
Pine Level Library				
350 Adams Ave	\$5,250	\$20,688	\$31,813	\$57,750
Prestwood (Pardon & Parole) VACANT BUILDING				
301 Adams Avenue	\$6,825	\$1,875	\$49,000	\$57,700
Community Corrections				
125 South McDonough	\$8,000	\$0	\$8,750	\$16,750
Community Corrections - 2				
300 South Hull Street	\$4,475	\$0	\$37,125	\$41,600
On-Site Clinic				
9583-9589 Vaughn Road - Pike Road Library	\$50	\$0	\$42,000	\$42,050

5447-5449 Atlanta Highway	\$0	\$0	\$750	\$750
Probate Revenue Office				
3425 McGehee Road	\$0	\$750	\$500	\$1,250
Probate Revenue Office				
255 Federal Road, Hope Hull	\$325	\$313	\$15,000	\$15,638
Pintlala Library [Hope Hull Library]				
U.S. Highway 31	\$396,300	\$0	\$0	\$396,300
Lagos Del Sol Subdivision				
Vaughn Road	\$5,500	\$0	\$540,375	\$545,875
Timber Creek Subdivision				
U.S. Highway 331	\$11,400	\$0	\$0	\$11,400
Snowdown Park				
360 Williams Drive	\$50,650	\$0	\$0	\$50,650
Flatwood Park				
Main Street, Ramer	\$59,650	\$0	\$0	\$59,650
Ramer Park				
**U.S. Highway 31	\$2,850	\$0	\$0	\$2,850
Pintlala Park				
**Mitchell-Young Road	\$13,825	\$0	\$0	\$13,825
Catoma Park				
**St. James Loop	\$20,650	\$0	\$0	\$20,650
Waugh Park				
**Highway 231	\$33,900	\$0	\$0	\$33,900
Pine Level Park				
**Ramer-Grady Road	\$15,475	\$0	\$0	\$15,475
Wingard Park				
**Meriwether Trail, Lapine - Wayne Enzor Park	\$53,950	\$0	\$0	\$53,950

Facility Evaluations - Curb Ramps, Accessible Routes, Ramps, Stairs, & Entrances

The evaluations of the public right-of-way facilities included Curb Ramps, Accessible Routes, Ramps, Stairs, & Entrances. The facilities were evaluated using the 2011 PROWAG and 2010 ADAAG accessibility standards. The site evaluations were completed by CARPDC staff equipped with measuring devices, maps, and evaluation checklists. Due to the volume of the inspected facilities managed by the County, a ranked category assessment tool was used to prioritize non-compliance issues found during the assessment of these facilities.

The data collected for the public right-of-ways was inventoried, see **Attachment D**, through a spreadsheet format with the respective priority assigned to each violation or barrier of the ADA found.

Public Rights-of-Way - Location & Categorical Prioritization

Under Title II Regulation § 35.150(d)(2) the criteria for prioritizing barriers within the public rights-of way are identified.

If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

Montgomery County has considered the following criteria for prioritizing the location of facilities in the public rights-of-way:

- Locations of citizens complaints
- Locations serving government offices and public facilities
- Locations of social need
- Locations serving other areas.

Table 3, on the following page illustrates the application of the prioritization criteria for facilities maintained by the County in the PROW. The highest priority facilities are those shaded in blue, and medium priority are shaded in light purple. The lowest priority facilities are those that have no access deficiencies identified and have no assigned color. The columns A-D in the matrix indicate the assigned criteria and are in order of importance from left to right, with the left column having the highest importance. The rows indicate the category of condition assigned to each facility during the evaluation process, with the top row having the highest importance. The description of each category is provided below.

The following describes each installation category priority found in the first column of the prioritization rubric:

1. Areas considered to be unsafe or have unsafe features such as horizontal openings, vertical surface discontinuities (i.e. trip hazards, rapid door closure speeds, and missing handrails.)

2. The issue at this location causes a barrier to accessing the facility. Examples include door pull too great, no accessible route, & no accessible parking for van & standard vehicles.
3. The Detectable Warning Surface (i.e. Truncated domes) are missing or not in compliance with PROWAG standards.
4. The Slope or Cross-slope at this location is non-compliant
5. The Width of the feature noted is either too narrow or great
6. The maneuverable clear space or landing at this location is non-compliant with either ADAAG or PROWAG standards.
7. The Handrails or door handles are out of compliance.
8. Handicap parking/signage & striping or directional signage is out of compliance. Including parking & aisle widths and number of compliant spaces.
9. The stairs/steps at this location are out of compliance.
10. The noted feature at this location is out of compliance, but in good condition.
11. No deficiency has been noted at this location.

Table 3: Prioritization Rubric for Non-Compliance in PROW

Table 3: Prioritization Rubric		ADA 35.151(d) Proximity Priorities			
Installation Category Priority	Priority Description	A	B	C	D
		Location of citizen complaints	Locations serving government offices & public facilities	Locations of Social Need	Locations serving Other Areas
1	Existing Facility or Infrastructure considered unsafe/unsafe features	A1	B1	C1	D1
2	Issue is a barrier	A2	B2	C2	D2
3	Detectable Warning Surface	A3	B3	C3	D3
4	Slope or Cross-slope Issue	A4	B4	C4	D4
5	Width Issues	A5	B5	C5	D5
6	Clear Space & Landing Issues	A6	B6	C6	D6
7	Handrail, door handle Issues	A7	B7	C7	D7
8	Handicap Parking/Signage & Directional Signage	A8	B8	C8	D8
9	Stairs/Steps Issue	A9	B9	C9	D9
10	Out of compliance but in good condition	A10	B10	C10	D10
11	No deficiencies identified	A11	B11	C11	D11

Table 3, above, depicts the priority to be given for each type of compliance issue found within the PROW.

- Violations that create a Barrier or locations of Citizen Complaints will be programmed and scheduled for remediation within 1 - 5 years.
- All other violations that are given High Priority according to Table 3 will be programmed and scheduled for remediation within 5 - 10 years.
- Violations given a Medium Priority according to Table 3 will be programmed and scheduled for remediation within 10 - 20 years.

The schedule in this Plan represents a target of 20-years for remediation of deficiencies in the public right-of-ways. Montgomery County reserves the right to modify priorities in order to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, changes in County programs, and funding opportunities and constraints.

It is assumed that as non-compliance violations are evaluated in greater detail as part of future projects and complaints, a percentage of compliance violations will fall within the "Safe Harbor" provisions, as explained above in Section 2.1. These "Safe Harbor" violations will help to reduce the overall deficient inventory. The County will then revise the transition plan schedule for the removal of the remaining barriers, update the non-compliance inventory, and revise the transition plan schedule for the removal of remaining barriers on a regular basis.

4.0 ACCOMMODATION AND GRIEVANCE

4.1 Request for Reasonable ADA Accommodation (Attachment A)

Montgomery County has established a request document for residents or visitors to ask for reasonable accommodation when planning to attend or use facilities or services owned or operated by the County. This form can be found in **Attachment A** and should be submitted to the ADA Coordinator, Scott Kramer, in a reasonable amount of time to facilitate accessible accommodations. Reasonable timeframes will be determined by the severity of the accessibility issue and will be provided if time and resources exist. If in such cases that the County is unable to provide for a reasonable accommodation, a formal written grievance may be submitted to the County ADA Coordinator, Scott Kramer, for further consideration and remediation.

4.2 Filing an ADA Grievance (Attachment B)

Step 1 -The Written Grievance

The grievance should be in writing and contain information about the alleged discrimination such as name, address and phone number of the complainant and location, date and description of the problem (see **Attachment B** for Filing an ADA Grievance

Form). Alternative means of filing grievances will be made available for persons with disabilities upon request.

Contact the ADA Coordinator to request this information in an alternate format or the "Request for Accommodation" or "ADA Grievance" forms. The grievance should be submitted by the complainant as soon as possible, but no later than ninety (90) calendar days after the alleged violation (or discovery thereof) to:

Scott Kramer
Director of Risk Management and ADA Coordinator
P.O. Box 1667
Montgomery, AL 36102-1667
334-832-1280
scottkramer@mc-ala.org

Step 2 - Meeting with the ADA Coordinator

Within fifteen (30) calendar days upon receipt of the written grievance, the ADA Coordinator will meet with the complainant to discuss the grievance and possible resolutions. Within fifteen (30) calendar days after the meeting, the ADA Coordinator will respond in writing or in a format accessible to the complainant. The response will explain the position of Montgomery County and offer options for resolution of the grievance.

Step 3 -Appeal to the County Administrator

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision, with in fifteen (15) calendar days after receipt of the response, to the County Administrator or an appointed representative.

Within fifteen (30) calendar days after receipt of the appeal, the County Administrator, or an appointed representative, will meet the complainant to discuss the grievance and possible resolutions. Within fifteen (30) calendar days after the meeting, the County Administrator, or an appointed representative, will respond in writing or in a format accessible to the complainant of final resolutions to the grievance.

All written grievances received by the ADA Coordinator, appeals to the County Manager, and responses from the ADA Coordinator and the County Manager, will be kept by Montgomery County as required by law.

Accommodation and Grievance Response

In responding to request(s) for structural improvement brought through the ADA Accommodation and Grievance process, the ADA Coordinator is limited in funding, but it will be spelled out in Phase II of the Transition Plan. In the event that these allocated

funds are insufficient or already spent, subsequent improvements will be prioritized and scheduled in subsequent fiscal years.

5.0 IMPLEMENTATION STRATEGIES

5.1 Meeting Title II Requirements

The ADA requires that new construction and alterations to existing facilities comply with the ADA Standards for Accessible Design (Standards). ADA requirements for new construction and alterations include detailed provisions for elements, spaces, and facilities.

Montgomery County will require that all new construction and alterations to existing structures must meet ADA standards for accessibility to the public right-of-way. As new County facilities are constructed or existing buildings remodeled, the County has put forth a conscious effort to comply with ADA requirements. The County has also enhanced pedestrian access via street related capital improvement projects and will continue these improvements to meet its overall accessibility goals. Several areas with non-existent barrier free ramps and sidewalks have been identified and have either been installed or are scheduled to be installed utilizing Community Development Block Grant (CDBG) funds. An ongoing assessment of areas requiring the removal of barriers will be conducted by County staff and the areas improved as funds are made available.

5.2 Requirements during Street Resurfacing Projects

During any street resurfacing project or whenever an occasion occurs that street resurfacing is necessary, all ADA requirements for curb ramps and crosswalks that have not been implemented or were disturbed during said resurfacing project will be brought into compliance with the ADA requirements.

5.3 Requirements during Sidewalk Repair and Maintenance

Sidewalks found to be in non-compliance with ADA regulation will be repaired or modified to come into compliance with ADA requirements. All repairs and modification will be administered in accordance with budgetary restrictions and will be completed as funds become available.

5.4 Requirements during New Construction

As new construction is developed, all applicable ADA requirements will be incorporated into the project.

5.5 Requirements Mandated by Regulations

County documents will be modified to require implementation of ADA requirements. Specifically, the County Subdivision Regulations ensure that implementation of sidewalks must be ADA compliant when accessing the public right-of-way.

5.6 ADA Coordinator Responsibility

It will be the responsibility of the ADA Coordinator to ensure that all staff and respective departments are aware of the ADA requirements and have received proper instruction or training in order to fulfill the requirements of the ADA. It will be the role of the ADA Coordinator to advise staff and departments of the County on ADA matters or connect them to an ADA professional recognized by the County. When knowledge or skills are needed for staff to function within the confines of ADA requirements, the ADA Coordinator will see that proper training is provided by a qualified source.

5.7 County Budget Allocation

The Montgomery County Commission, County Administration, and ADA Coordinator will work in concert each year to implement this transition plan. The remediation of compliance issues will be worked into the County budget over the timeframe of this plan, approximately 20 years, and as opportunities come available through grants or increases in revenue, additional consideration will be given to ADA compliance in accordance with this plan.

5.8 Inspection for ADA Compliance

Upon scheduling ADA compliance improvements to public facilities and programs used or maintained by Montgomery County for public use, the County will insure that plans for construction or alteration are compliant with PROWAG or ADAAG standards, whichever being the most applicable to the situation. The County will consult with entities knowledgeable of ADA regulations, as needed, to ensure that construction plans are compliant and to provide as built inspections of completed projects to certify that they conform with ADA regulation as adopted by Montgomery County.

In addition, any new facilities which provide public access will require an assessment to determine ADA compliance. An ADA consultant and inspector will be used, as needed, during planning, construction, and post-completion inspections of new developments.

ATTACHMENTS

6.1 ATTACHMENT A: REQUEST FOR REASONABLE ACCOMMODATION FORM

If you believe that you require a reasonable accommodation to access a program, service, or activity of Montgomery County, Alabama due to a disability, please complete and submit this form to the County's ADA Coordinator. If you have any questions, require assistance, or need alternative means to submit a request due to a disability, please contact:

Scott Kramer
Director of Risk Management and ADA Coordinator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Tel: (334) 832-1280
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

SECTION 1

Person Requesting Accommodation:

Name: _____
Street Address: _____
County: _____ State: _____ Zip Code: _____
Phone (day): _____ (evening): _____
Email: _____
Preferred Method of Contact: _____

Person Completing Form (If other than the concerned):

Name: _____
Street Address: _____
County: _____ State: _____ Zip Code: _____
Phone (day): _____ (evening): _____
Email: _____
Preferred Method of Contact: _____

SECTION 2

Accommodation Requested. (Be as specific as possible, e.g., adaptive equipment, reader, interpreter. Please identify the specific program, service, or activity you are attempting to access.)

SECTION 3 Reason for Request. (If accommodation is time sensitive, please explain)

AFFIRMATION

**I affirm that the above information is true and accurate to the best
of my knowledge, information, and belief.**

SIGNATURE: _____ DATE: _____

**Sign and submit the completed REQUEST FOR REASONABLE ACCOMMODATION form by mail to
Scott Kramer, Director of Risk Management and ADA Coordinator, Montgomery County Commission,
P.O. Box 1667 Montgomery, AL 36102 or by fax to (334) 832-2533.**

6.2 ATTACHMENT B: ADA DISCRIMINATION GRIEVANCE

If you believe that you or another have been subjected to discrimination on the basis of disability in the provisions of services, activities, programs, or benefits by Montgomery County, Alabama, you may complete and submit this form to the County's ADA Coordinator. If you have any questions or need alternative means to submit a grievance due to a disability, please contact:

Scott Kramer
Director of Risk Management and ADA Coordinator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Tel: (334) 832-1280
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

SECTION 1

Complainant Information:

Name: _____
Street Address: _____
County: _____ State: _____ Zip Code: _____
Phone (day): _____ (evening): _____
Email: _____
Preferred Method of Contact: _____
Person Completing Form (If other than the complainant): _____

Name: _____
Street Address: _____
County: _____ State: _____ Zip Code: _____
Phone (day): _____ (evening): _____
Email: _____
Preferred Method of Contact: _____

SECTION 2

Have efforts been made to resolve this grievance with the Commission previously?

☐ Yes ☐ No

• If yes, what was the outcome?

Has a grievance related to the alleged discrimination that is the subject of this grievance been filed by the complainant or his/her designee with any other Federal, State, or local civil rights agency or court?

☐ Yes ☐ No

• If yes, with which agency(ies) and/or court(s)? Date filed?

- Who is the contact person?

SECTION 3

When and where did the alleged discrimination occur?

Please describe the acts and location of the alleged discrimination. Provide the name(s) where possible of the individuals involved in the acts at issue.

[illegible]

Were there any witnesses to the alleged discrimination?

☐ Yes ☐ No

• If yes, please provide the witnesses' names and contact information?

What corrective action do you believe would address your grievance?

AFFIRMATION

I affirm that the above information is true and accurate to the best of my knowledge, information, and belief.

SIGNATURE: _____ DATE: _____

**Sign and submit the completed REQUEST ADA DISCRIMINATION GRIEVANCE form by mail to
Scott Kramer, Director of Risk Management and ADA Coordinator, Montgomery County Commission,
P.O. Box 1667 Montgomery, AL 36102 or by fax to (334) 832-2533.**

SEE ATTACHMENT C

6.3 Attachment: C - Park Compliance Issues Inventory

Park Name	Address	ADA Regulation #	Location	Description	Barrier	Priority Schedule		Time Frame	Date Completed
						Location	Compliance Issue		
Snowdoun Park	U.S. Hwy. 331								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	A	A1	1-5 Years	
		PROWAG R204.2	Walking Trail Side-Grills	No Accessible Route	Yes	A	A3	1-5 Years	
		PROWAG R204.2	Walking Trail Side-Benches	No Accessible Route	Yes	A	A3	1-5 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	A	A1	1-5 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	A	A3	1-5 Years	
(Park) Flatwood Community Center	360 Williams Drive Mont., AL 36110								
		PROWAG R204.2	Grill	No Accessible Route	Yes	B	B3	1-5 Years	
		PROWAG R204.2	Bleachers	No accessible route	Yes	B	B3	1-5 Years	
		PROWAG R204.2	Park Site	No accessible route to bathroom facilities	Yes	B	B2	1-5 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	B	B3	1-5 Years	
		PROWAG R404	Benches & Bleachers	No clear space beside benches and bleachers (2.5 ft x 4 ft min)	Yes	B	B3	1-5 Years	
Ramer Park	Main Street, Ramer, AL								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	C	C1	1-5 Years	
		PROWAG R204.2	Picnic Tables	No Accessible Route	Yes	C	C3	1-5 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	C	C3	1-5 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	C	C3	1-5 Years	

		PROWAG R204.2	Playground	No Accessible Route	Yes	C	C2	1-5 Years	
		ADAAG 208.2.4	Parking Area	No Van Accessible Parking	Yes	C	C1	1-5 Years	
		ADAAG 502.3.3	Parking Area	No Access aisle markings	No	C	C1	1-5 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	C	C1	1-5 Years	
		PROWAG R211.4	Parking Area	No Handicap Parking Signage	No	C	C1	1-5 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	C	C3	1-5 Years	
		PROWAG R407.6	Ramp to Walking Trail	No Level Landings	No	C	C3	1-5 Years	
		PROWAG R409.2	Ramp to Walking Trail	No Handrails on ramp	No	C	C3	1-5 Years	
Pintlala Park	Hwy. 31								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	None	3	1-10 Years	
Catoma Park	Mitchell- Young Rd								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Playground	No Accessible Route	Yes	None	2	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	None	3	1-10 Years	
Waugh Park	St. James Loop								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Grills	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	

		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	None	1	1-10 Years	
		PROWAG R211.4	Parking Area	No Handicap Parking Signage	No	None	1	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	None	3	1-10 Years	
		PROWAG R407	Walking Trail	Clear Spaces for Benches	Yes	None	3	1-10 Years	
Pine Level Park	Hwy. 231, Pine Level, AL								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Grills	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Pavilion	No Accessible Route	Yes	None	3	1-10 Years	
		ADAAG 502.2	Parking Area	No Van Accessible Parking	Yes	None	1	1-10 Years	
		ADAAG 502.3.3	Parking Area	No Access aisle markings	No	None	1	1-10 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	None	1	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
		PROWAG R302.2	Ramp to Playground	Width Violation	No	None	2	1-10 Years	
		PROWAG R302.6	Accessible Route	Cross Slope Violation	No	None	1	1-10 Years	
Wingard Park	Ramer-Grady Rd.								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Grills	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	

		PROWAG R302.7.2	Accessible Route	Vertical Surface Discontinuity	No	None	1	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
Wayne Enzor Park	Meriwether Trail, Lapine, AL								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Picnic Tables	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Playground	No Accessible Route	Yes	None	2	1-10 Years	
		PROWAG R204.2	Walking Trail	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Tennis Court	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R214	Parking Area	No Handicap Parking	Yes	None	1	1-10 Years	
		PROWAG R302.7.2	Accessible Route near Playground	Vertical Surface Discontinuity	No	None	2	1-10 Years	

SEE ATTACHMENT D

6.4 Attachment: D - PROW Compliance Issue Inventory

Loc #	Facility Name	Address	ADA Regulation #	Location	Description	Priority	Time Frame	Date Completed
1/1	Annex 1	100 South Lawrence ST Mont., AL 36102						
			PROWAG R302.7.2	Lawrence St. & Washington Ave	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	Adams Ave. Entrance	Horizontal Openings - Drain Grates	B1	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.4	Perry St & Washington Ave.	Slope / Cross Slope Violation	B4	5-10 Years	
			ADAAG 502.4	Adams Ave.	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R302.6	Entire Site	Cross slope Violations	B4	5-10 Years	
			ADAAG 502.4	Lawrence St. & Washington Ave	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Washington Ave	Cross slope Violations	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Washington Ave	Cross slope Violations	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Washington Ave	Curb Ramp Flare Violation	B4	5-10 Years	
			PROWAG R407.4	Adams Ave.	Slope of Ramp too high	B4	5-10 Years	
			PROWAG R407	Stairs between Adams & Perry St Parking Lots	Ramp Violation	B4	5-10 Years	
			ADAAG 502.4	Night Entrance	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R304	Night Entrance	Curb Ramp Flare Violation	B4	5-10 Years	

10-35

ADAAG 502.3	Adams Ave.	Access Aisle Violation < 4'	B5	5-10 Years	
PROWAG R302.3	Perry St Entrance	Pedestrian Access Route Width Violation	B5	5-10 Years	
PROWAG R302.3	Washington Ave.	Pedestrian Access Route Width Violation	B5	5-10 Years	
PROWAG R302.3	Stairs between Adams & Perry St Parking Lots	Pedestrian Access Route Width Violation	B5	5-10 Years	
ADAAG 404.2.3	Night Entrance	Door too narrow	B5	5-10 Years	
PROWAG R404	Lawrence St. & Washington Ave	Landing Violation	B6	10-20 Years	
PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
PROWAG R407.6	Delivery Entrance	Landing Violation (Top & Bottom)	B6	10-20 Years	
PROWAG R404	Night Entrance	Landing Violation	B6	10-20 Years	
PROWAG R409	Perry St Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Washington Ave.	No handrails on Stairs (13 Sets)	B7	10-20 Years	
PROWAG R409	Lawrence St. Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Adams Ave. Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Delivery Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Stairs between Adams & Perry St Parking Lots	Handrail Violations	B7	10-20 Years	
ADAAG 502.3.3	Perry St & Washington Ave.	Paint designated Aisle	B8	10-20 Years	
ADAAG 502.6	Washington Ave.	No Van Accessibility Signage	B8	10-20 Years	
ADAAG 2.16.6	Adams Ave. Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	

			ADAAG 2.16.6	Garage Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			ADAAG 2.16.6	Night Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			PROWAG R408	Delivery Entrance	Stair Violation	B9	10-20 Years	
			PROWAG R408	Stairs between Adams & Perry St Parking Lots	Stair Violation	B9	10-20 Years	
			ADAAG 502.3.3	Night Entrance	Restriping of Handicap Space Needed	B9	10-20 Years	
			PROWAG R302.7.2	Washington St.	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	Washington St. Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 208.2.4	Parking Area	No Van Accessible Parking	B2	1-5 Years	
2/1	Annex 2	125 Washington Avenue Mont., AL 36104	PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R302.6	Washington St.	Cross slope Violations	B4	5-10 Years	
			PROWAG R302.3	Fire Escape Stairs	Pedestrian Access Route Width Violation	B5	5-10 Years	
			PROWAG R407.6	Washington St. Entrance	Landing Violation at bottom of Ramp	B6	10-20 Years	
			PROWAG R409	Fire Escape Stairs	Handrail Violations	B7	10-20 Years	
			PROWAG R409	East Side Stairs	Handrail Violations	B7	10-20 Years	

			PROWAG R409	Washington St. Entrance	Handrail Violations (Ramp)	B7	10-20 Years	
			PROWAG R409	Washington St. Entrance	Handrail Violations (Stairs)	B7	10-20 Years	
			ADAAG 502.3	Parking Area	No marked access aisle	B8	10-20 Years	
			PROWAG R408	Fire Escape Stairs	Stair Violation	B9	10-20 Years	
3/1	Annex 3	101 S Lawrence ST Mont., AL 36104						
			PROWAG R302.7.2	Washington Ave. & Lawrence St.	vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R408.5	Records & Recordings Entrance- Stairs	Lip at Nosing	B1	1-5 Years	
			ADAAG 404.2.8	Records & Recordings Entrance	Far-right interior vestibule door closes < 5 seconds	B1	1-5 Years	
			PROWAG R302.7.2	Washington Ave. Private Entrance	vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	Washington Ave. Pedestrian Access Route	Horizontal opening in Drainage Grate	B1	1-5 Years	
			PROWAG R302.7.2	S McDonough St Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	Parking Deck Level 1 - Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	Parking Deck Level 1 - Loading Ramp & Stairs	Drainage grate too large	B1	1-5 Years	
			ADAAG 404.2.3	Main Entrance on Lawrence St.	Far-right interior vestibule door does not open to 90 degrees	B10	10-20 Years	
			ADAAG 404.2.6	Records & Recordings Entrance	Doors swing toward each other and have a 37" gap	B10	10-20 Years	

PROWAG R407	Parking Deck	Ramp Needed between Levels 1 & 2	B2	1-5 Years	
PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
PROWAG R304	Washington Ave. & Lawrence St.	Cross slope Violations	B4	5-10 Years	
PROWAG R304	McDonough St & Washington Ave.	Cross slope too steep	B4	5-10 Years	
PROWAG R304	McDonough St & Washington Ave.	Curb Flare Violation	B4	5-10 Years	
PROWAG R302.6	S McDonough St	Cross Slope Violation on Accessible Route	B4	5-10 Years	
ADAAG 502.4	Parking Deck Level 1	Slope / Cross Slope Violation	B4	5-10 Years	
PROWAG R302.6	Parking Deck Level 1	Cross Slope Violation on Accessible Route	B4	5-10 Years	
PROWAG R302.6	Parking Deck Level 1 - Loading Ramp & Stairs	Cross slope Violation	B4	5-10 Years	
PROWAG R302.3	Records & Recordings Entrance	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R407.6.4	Records & Recordings Entrance-Ramp	First ramp landing too narrow	B5	5-10 Years	
PROWAG R302.3	Washington Ave. Private Entrance	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R302.3	Washington Ave. @ Parking Deck	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R302.3	Parking Deck Level 2	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R302.3	Parking Deck Level 3-Stairs Near Entrance	Width Violation	B5	5-10 Years	
PROWAG R404	McDonough St & Washington Ave.	Landing Violation	B6	10-20 Years	
PROWAG R407.6	Parking Deck Level 1	No compliant landing at ramp	B6	10-20 Years	

PROWAG R409	Main Entrance on Lawrence St.- Ramp	Handrail Violation on Ramp	B7	10-20 Years	
PROWAG R409	Main Entrance on Lawrence St.- Stairs	Handrail Violation on Stairs	B7	10-20 Years	
PROWAG R409	Records & Recordings Entrance	Handrail Violation	B7	10-20 Years	
PROWAG R409	Records & Recordings Entrance- Stairs	Handrail Violation on Stairs	B7	10-20 Years	
PROWAG R409	Washington Ave. Private Entrance	Handrail Violation	B7	10-20 Years	
PROWAG R409.2	Parking Deck Level 1	Ramp does not have railing on each side	B7	10-20 Years	
PROWAG R409.10	Parking Deck Level 1	Rail railing does not continue up the entire length of ramp	B7	10-20 Years	
PROWAG R409	Parking Deck Level 1 - Loading Ramp & Stairs	Handrail Violation	B7	10-20 Years	
PROWAG R409	Parking Deck Level 3-Stairs Near Entrance	Handrail Violation	B7	10-20 Years	
ADAAG 216.6	All Entrances	Accessible Entrance not marked	B8	10-20 Years	
PROWAG R211.4	Parking Deck Level 1	No Handicap Parking Signage	B8	10-20 Years	
PROWAG R211.4	Parking Deck Level 1	No Handicap Parking Signage	B8	10-20 Years	
ADAAG 502.6	Parking Deck Level 1	No Van Accessibility Signage	B8	10-20 Years	
PROWAG R214	Parking Deck Level 3	Additional Handicap Parking Needed	B8	10-20 Years	
PROWAG R211.4	Parking Deck Level 3	No Handicap Parking Signage	B8	10-20 Years	
ADAAG 502.6	Parking Deck Level 3	No Van Accessibility Signage	B8	10-20 Years	

4/1	Annex 4	530 South Lawrence ST Mont., AL 36104	ADAAG 2.16.6	Parking Deck Level 3	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			ADAAG 404.2.8	North Entrance	Closes < 5 Seconds	B1	1-5 Years	
			PROWAG R302.7.2	Eastside Curbcuts	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R406.3	North Entrance	Operable Devices too high	B10	10-20 Years	
			PROWAG R406.3	Southside Entrance	Operable Devices too high	B10	10-20 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.4	Parking Lot	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R302.6	North Entrance	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			PROWAG R409	Eastside Steps #1	Ramp Violation	B4	5-10 Years	
			PROWAG R302.6	Eastside Steps #2	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			ADAAG 404.2.3	North Entrance	Door too narrow	B5	5-10 Years	
			PROWAG R302.3	North Entrance	Pedestrian Access Route Too Narrow	B5	5-10 Years	
			ADAAG 404.2.4	North Entrance	Landing Violation	B6	10-20 Years	
			PROWAG R407	Eastside Steps #1	Handrail Violation	B7	10-20 Years	
			PROWAG R409	Eastside Steps #2	Handrail Violation	B7	10-20 Years	
			PROWAG R211.4	Parking Lot	No Handicap Parking Signage	B8	10-20 Years	
			ADAAG 502.6	Parking Lot	No Van Accessibility Signage	B8	10-20 Years	

5/1	County Courthouse	251 S. Lawrence ST Mont., AL 36104	ADAAG 2.16.6	Stairs on Lawrence St.	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			PROWAG R408	Eastside Steps #1	Stairs Violation	B9	10-20 Years	
			PROWAG R408	Eastside Steps #2	Stairs Violation	B9	10-20 Years	
5/1	County Courthouse	251 S. Lawrence ST Mont., AL 36104	PROWAG R302.7.2	Corner of Lawrence & Adams Ave	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	North Side Steps leading to Basement	Grate in Path	B1	1-5 Years	
			PROWAG R302.7.2	North Side Steps leading to Basement	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 208.2.4	Employee Parking	No Van Accessible Parking	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R305.1.4	Median B/w Courthouse & Gallion Office	Detectable Warning Surface Width Violation	B3	5-10 Years	
			PROWAG R305.1.4	East Side B/w Courthouse & Jail	Detectable Warning Surface at door ramp	B3	5-10 Years	
			PROWAG R302.6	Lawrence St. Sidewalk	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Adams Ave.	Cross slope Violations	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Adams Ave.	Cross slope Violations	B4	5-10 Years	
			PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
			PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
			PROWAG R409	East Side on Lawrence	Rails needed on all 5 sets of stairs	B7	10-20 Years	

			PROWAG R409	North Side Steps leading to Basement	Railing Violation	B7	10-20 Years	
			PROWAG R409	East Side Steps leading to Bank	Railing Violation	B7	10-20 Years	
			ADAAG 502.3.3	Lawrence St.	No Access aisle markings	B8	10-20 Years	
6/1	Tax Appraisal Office	131 South Perry St. Mont., AL 36104						
			PROWAG R302.7.2	East Entrance (Top Ramp)	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	East Entrance (Bottom Stairs)	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 208.2.4	Entire Site	No Van Accessible Parking	B2	1-5 Years	
			ADAAG 2.16.6	Perry St. Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B2	1-5 Years	
			PROWAG R403.4	Parking Lot Entrance	Door pull > 5 lbs	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.4	Adams Ave.	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R302.3	East Entrance (Top Ramp)	Pedestrian Access Route Width Violation	B5	5-10 Years	
			PROWAG R302.3	Perry St. Entrance	Pedestrian Access Route Width Violation	B5	5-10 Years	
			PROWAG R407.6	Adams Ave.	No Landing at top or bottom of ramp	B6	10-20 Years	
			PROWAG R404.3	Perry St. Entrance	Landing Violation	B6	10-20 Years	
			PROWAG R409	East Entrance (Top Ramp)	Handrail Violation	B7	10-20 Years	

PROWAG R409	East Entrance (Bottom Stairs)	Handrail Violation	B7	10-20 Years	
	Perry St. Entrance	Handrail Violation	B7	10-20 Years	
	East Entrance (Bottom Stairs)	Stair Violation	B9	10-20 Years	
ADAAG 208.2.4	South Entrance (Single Door)	No handrails on both sides	B1	1-5 Years	
ADAAG 404.2.8	South Entrance (Single Door)	Door Closes < 5 Seconds	B1	1-5 Years	
PROWAG R302.7.3	Northside Steps From Adams to Parking	Horizontal Opening	B1	1-5 Years	
PROWAG R304	Adams Ave. & McDonough St.	No Curb Ramp	B2	1-5 Years	
PROWAG R304	Eastside Entrance Ramp & Area	New concreted needs curbcut	B2	1-5 Years	
PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
PROWAG R305	Westside b/w Courthouse & Jail	Detectable Warning Surface needed @ curbcut	B3	5-10 Years	
PROWAG R305.1.4	Eastside @ Alabama st & McDonough	Detectable Warning Surface @ curbcut Violation	B3	5-10 Years	
PROWAG R305	Eastside Entrance Ramp & Area	Detectable Warning Surface needed at 7 locations	B3	5-10 Years	
PROWAG R305.2.2	Westside b/w Courthouse & Jail	Parrallel curbcut	B4	5-10 Years	
PROWAG R302.6	Eastside Entrance Ramp & Area	new concrete has cross slope violation	B4	5-10 Years	

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9/1 Detention Fac (incl. mech. blg.) 250 S. McDonough ST Mont., AL 36104

			PROWAG R302.2	Northside Steps From Adams to Parking	Steps too Narrow	B5	5-10 Years	
			PROWAG R302.3	Eastside @ handicap space	Pedestrian Access Route too Narrow	B5	5-10 Years	
			PROWAG R409	Northside Steps b/w Mechanical & Jail	Railing Violation	B7	10-20 Years	
			PROWAG R407	Eastside @ Alabama st & McDonough	Pedestrian Access Route should be a Ramp	B7	10-20 Years	
			PROWAG R407	Eastside Entrance Ramp & Area	Rails Needed	B7	10-20 Years	
			PROWAG R211.4	McDonough St.	No Handicap Parking Signage	B8	10-20 Years	
			ADAAG 502.6	McDonough St.	No Van Accessible Parking Signage	B8	10-20 Years	
			PROWAG R302.7.3	Pedestrian Access Route	Grate Violation	B1	1-5 Years	
			PROWAG R302.7.2	Eastside Entrance - Steps Leading to Basement	Vertical Surface Discontinuity	B1	1-5 Years	
	Detention Facility Addition	250 S. McDonough ST Mont., AL 36104			No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B2	1-5 Years	
			ADAAG 2.16.6	Adams Ave.				
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R305	Eastside building sidewalk at Dumpsters	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	

PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	
PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	
PROWAG R404	McDonough St. & Adams Ave.	Landing Violation	B6	10-20 Years	
PROWAG R404	McDonough St. & Adams Ave.	Landing Violation	B6	10-20 Years	
PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
ADAAG 502.3.3	Hull St. (Fenced Parking)	True Van Accessible Space needs to be re-striped (NE Space)	B8	10-20 Years	
ADAAG 502.6	Hull St. (Fenced Parking)	Improper use of Van Accessible Signage. Space size insufficient for Van Accessibility	B8	10-20 Years	
ADAAG 502.6	Hull St. (Fenced Parking)	Improper use of Van Accessible Signage. Space size insufficient for Van Accessibility	B8	10-20 Years	
ADAAG 502.6	Hull St. (Fenced Parking)	Improper use of Van Accessible Signage. Space size insufficient for Van Accessibility	B8	10-20 Years	
11/1	Probate & Revenue East (lease)	5340 Atlanta Highway Mont., AL 36109			
PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	

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12/1	Probate & Revenue West	3075 Mobile Highway Mont., AL 36108						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R404.2	Parallel Cut	Cross Slope Violation	B4	5-10 Years	
			ADAAG 502.4	Handicap Parking Area	Slope & Cross-Slope Violation	B4	5-10 Years	
17/1	Parking Deck	200 Scott ST Mont., AL 36104						
			PROWAG R304	All Curb Cuts	No Curb Ramps	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R304.4.1	Curb Cut at Scott Street	Violation	B4	5-10 Years	
			ADAAG 502.4	Floor 1	Slope & Cross-Slope Violation	B4	5-10 Years	
			ADAAG 502.4	Floor 2	Slope & Cross-Slope Violation	B4	5-10 Years	
			PROWAG R302.5	Floor 1	Slope Violation on Accessible Route	B4	5-10 Years	
			PROWAG R302.6	Floor 1	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			ADAAG 502.2	Floor 1	Width Violation	B5	5-10 Years	
			ADAAG 502.5	Floor 1	Noncompliant Vertical Clearance	B5	5-10 Years	
			ADAAG 502.3	Floor 2	Width Violation	B5	5-10 Years	
			ADAAG 502.5	Floor 2	Noncompliant Vertical Clearance	B5	5-10 Years	
			PROWAG 409	Lawrence St Steps	No Handrail	B7	10-20 Years	
			PROWAG R211.4	Floor 1	Noncompliant Signage	B8	10-20 Years	
			PROWAG R211.4	Floor 2	Noncompliant Signage	B8	10-20 Years	

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			ADAAG 2.16.6	Floor 1	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			PROWAG R408.3	Outdoor Stairs	Open Risers	B9	10-20 Years	
18/1	Personnel (lease)	27 Madison Avenue Mont., AL 36104						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 404.2.6	Front Entrance	Vestibule Door Clearance < 48"	B5	5-10 Years	
22/1	Greil (Atty Gallion's) Building	305 S. Lawrence St. Mont., AL 36104				B3		
			PROWAG R302.7.2	West Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	North Side Stairs #2 to Basement	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	North Side Stairs #3 to Level 1 @ Wheelchair Elevator	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R204.2	Entire Site	No Accessible Route to Entrance	B2	1-5 Years	
			PROWAG R214	Entire Site	No Handicap Parking	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R304	Scott St. & S Lawrence St.	Slope Violation on Curb Ramp	B4	5-10 Years	
			PROWAG R304	Scott St. & S Lawrence St.	Slope Violation on Curb Ramp	B4	5-10 Years	
			PROWAG R402.4	North Side Stairs #1 on Lawrence	Head Clearance too Low	B5	5-10 Years	
			PROWAG R409	West Entrance	Rail Violation	B7	10-20 Years	

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			PROWAG R409	North Side Stairs #1 on Lawrence	Rail Violation	B7	10-20 Years	
			PROWAG R409	North Side Stairs #2 to Basement	Rail Violation	B7	10-20 Years	
			PROWAG R409	North Side Stairs #3 to Level 1 @ Wheelchair Elevator	Rail Violation	B7	10-20 Years	
			ADAAG 2.16.6	North Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			ADAAG 2.16.6	North Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			ADAAG 2.16.6	North Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			ADAAG 2.16.6	Lawrence St.	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			PROWAG R408	West Entrance	Stair Violation	B9	10-20 Years	
			PROWAG R408	North Side Stairs #1 on Lawrence	Stair Violation	B9	10-20 Years	
			PROWAG R408	North Side Stairs #3 to Level 1 @ Wheelchair Elevator	Stair Violation	B9	10-20 Years	
23/1	Flatwood Community Center	360 Williams DR Mont., AL 36110						

			ADAAG 502	Parking Area	No Handicap Parking	C2	1-5 Years	
			PROWAG R204.2	Grill	No Accessible Route	C2	1-5 Years	
			PROWAG R204.2	Pavilion	No Accessible Route	C2	1-5 Years	
			PROWAG R204.2	Basketball Court	No Accessible Route	C2	1-5 Years	
			PROWAG R214	Williams Dr.	No Handicap Parking	C2	1-5 Years	
			PROWAG 302.6	Front Entrance	Accessible Route Cross Slope Violation	C4	10-20 Years	
			PROWAG 307	Front Entrance	Accessible Route Ramp Violation	C4	10-20 Years	
			PROWAG R302.5	Front Entrance	Route is too steep (Use standards for ramps when mitigating)	C4	10-20 Years	
			PROWAG R302.6	Front Entrance	Cross Slope Violation on Accessible Route	C4	10-20 Years	
			PROWAG 302.3	Front Entrance	Pedestrian Access Route Width Violation	C5	10-20 Years	
27/1	Ramer Library (lease)	5444 Highway 94 Ramer, AL 36069						
			PROWAG R302.7.2	Column Left Elevation	Vertical Surface Discontinuity	C1	1-5 Years	
			PROWAG R214	Parking Area	No Handicap Parking	C2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			PROWAG R409	Handrails	Violation (need two sets)	C7	10-20 Years	
			PROWAG R408.2	Stairs	1st set of steps-riser too high	C9	10-20 Years	
28/1	Hope Hull Library	273 Federal RD Hope Hull, AL						
			ADAAG 502.2	Parking Area	No Van Accessible Parking	C2	1-5 Years	
			PROWAG R403.4	Front Entrance	Door pull is > 5 lbs	C2	1-5 Years	

			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			ADAAG 502.4	Parking Area	Slope / Cross Slope Violation	C4	10-20 Years	
			PROWAG R302.5	Parking Area	Accessible route should be a ramp, slope is > than 1:20	C7	10-20 Years	
			ADAAG 502.2	Parking Area	Handicap space Width too narrow	C8	10-20 Years	
			PROWAG R211.4	Parking Area	No Handicap Parking Signage	C8	10-20 Years	
29/1	Pine Level Library	20 Cohn DR Pine Level, AL 36065						
			PROWAG R409.7.2	Front Entrance	Handrail gripping surface > 4"	C10	10-20 Years	
			PROWAG R407.9.1	Front Entrance	Surface does not extend 12" past inside face	C10	10-20 Years	
			PROWAG R204.2	Parking Area	No Accessible Route to Entrance	C2	1-5 Years	
			PROWAG R214	Parking Area	No Handicap Parking	C2	1-5 Years	
			PROWAG R407.4	Front Entrance	Ramp too steep	C4	10-20 Years	
			PROWAG R409.4	Front Entrance	Handrails too high > 38"	C7	10-20 Years	
			PROWAG R409.10	Front Entrance	Handrail does not extend 12"	C7	10-20 Years	
			PROWAG R408	Stairs	Violation	C9	10-20 Years	
30/1	Prestwood (Pardon & Parole)	350 Adams Avenue Mont., AL 36104						
			ADAAG 404.2.8	Adams Ave.	Door Closes < 5 Seconds	B1	1-5 Years	

			ADAAG 502.2	Hull St.	Handicap space lacks required width. Current dimensions of location will not accommodate handicap parking	B2	1-5 Years	
			PROWAG R304	S Hull St. & Adams Ave.	No Curb Ramps	B2	1-5 Years	
			PROWAG R304	S Hull St. & Adams Ave.	No Curb Ramps	B2	1-5 Years	
			PROWAG R204.2	Southside Entrance Door	No Pedestrian Access Route	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R302.6	East sidewalk	Cross slope Violation	B4	5-10 Years	
			PROWAG R302.6	South Parking Lot Curb Cuts	Cross Slope between Cuts - Violation	B4	5-10 Years	
			PROWAG R302.3	Northside Sidewalk	Pedestrian Access Route too Narrow	B5	5-10 Years	
			PROWAG R302.3	Northside Ramp	Ramp Too Narrow	B5	5-10 Years	
			PROWAG R404	Adams Ave.	Curb ramp lacks proper landing	B6	10-20 Years	
			PROWAG R404	Southside Entrance Door	No clear space	B6	10-20 Years	
			PROWAG R409	Northside Steps	Rail Violation	B7	10-20 Years	
			PROWAG R409	Southside Steps	Rail Violation	B7	10-20 Years	
			ADAAG 2.16.6	Hull St.	No Directional Signage to Handicap Accessible Entrance	B8	10-20 Years	
			PROWAG R408	Northside Steps	Steps Violation	B9	10-20 Years	
			PROWAG R302.3	Southside Steps	Steps too Narrow	B9	10-20 Years	
31/1	Community Corrections	301 Adams Avenue Mont., AL 36104						
			PROWAG R302.7.2	North Entrance	Threshold violation	B1	1-5 Years	

PROWAG R403.3	North Entrance	Operable Part Reach Range (Height Violation)	B10	10-20 Years	
ADAAG 206.2.1	All Entrances	No Accessible Entrance	B2	1-5 Years	
PROWAG R304	Adams Ave. & McDonough St.	No Curb Ramps	B2	1-5 Years	
PROWAG R304	Adams Ave. & McDonough St.	No Curb Ramps	B2	1-5 Years	
PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
ADAAG 502.4	North Entrance	Slope / Cross Slope Violation	B4	5-10 Years	
ADAAG 404.2.4	North Entrance	Landing Violation	B6	10-20 Years	
PROWAG R404	Adams Ave. & McDonough St.	Landing Violation	B6	10-20 Years	
PROWAG R404	Adams Ave. & McDonough St.	Landing Violation	B6	10-20 Years	
PROWAG R409	West Entrance - McDonough St.	Handrail Violation	B7	10-20 Years	
PROWAG R409	East Entrance	Handrail Violation	B7	10-20 Years	
PROWAG R211.4	North Entrance	No Handicap Parking Signage	B8	10-20 Years	
ADAAG 2.16.6	Front Entrance -Adams Ave.	No Directional Signage to Handicap Accessible Entrance	B8	10-20 Years	
ADAAG 2.16.6	West Entrance - McDonough St.	No Directional Signage to Handicap Accessible Entrance	B8	10-20 Years	
ADAAG 2.16.6	East Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	

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			PROWAG R408	West Entrance - McDonough St.	Stair Violation	B9	10-20 Years	
			PROWAG R408	East Entrance	Stair Violation	B9	10-20 Years	
32/1	Community Corrections - 2	125 S. McDonough ST Mont., AL 36105						
			PROWAG R403.3	Front Entrance -Adams Ave.	Operable Part Reach Range (Height Violation)	B10	10-20 Years	
			ADAAG 206.2.1	All Entrances	No Accessible Entrance	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R409	Front Entrance -Adams Ave.	Handrail Violation	B7	10-20 Years	
			ADAAG 2.16.6	South Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
33/1	On-site Clinic	300 S. Hull ST Mont., AL 36104						
			PROWAG R403.3	Main Entrances	Operable Part Reach Range (Height Violation)	C10	10-20 Years	
			ADAAG 502.2	Hull St.	Handicap space lacks required width. Current dimensions of location will not accommodate handicap parking	C2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			PROWAG R407.4	Handicap Space Ramp	Ramp too steep	C4	10-20 Years	

			PROWAG R302.3	Stairs - West Entrance	Pedestrian Access Route Width Violation	C5	10-20 Years	
			PROWAG R302.3	Main Entrances	Pedestrian Access Route Width Violation	C5	10-20 Years	
			ADAAG 404.2.3	Main Entrances	Door too narrow	C5	10-20 Years	
			PROWAG R409	Stairs - West Entrance	Handrail Violation	C7	10-20 Years	
34/1	Pike Road Library (lease)	9583 Vaughn RD Mont., AL 36064						
35/1	Pike Road Library (lease)	9585 Vaugh RD Mont., AL 36064						
36/1	Pike Road Library (lease)	9589 Vaughn RD Mont., AL 36064						
			ADAAG 404.2.8	Main Entrance	Left Door Closes < 5 Seconds	C1	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			ADAAG 502.4	Front Parking Area	Slope / Cross Slope Violation	C4	10-20 Years	
			ADAAG 502.4	Front Parking Area	Slope / Cross Slope Violation	C4	10-20 Years	
43/1	Probate/Rev enue Office	5447 Atlanta Hwy Mont., AL 36109						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.3.3	Front Entrance	No Access aisle markings	B8	10-20 Years	

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			ADAAG 502.6	Front Entrance	No Van Accessible Parking Signage	B8	10-20 Years	
44/1	Probate/Rev enue Office	5449 Atlanta Hwy Mont., AL 36109						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.6	Front Entrance	No Van Accessible Parking Signage	B8	10-20 Years	
46/1	Name Unavailable	3425 McGehee Rd, Mont., AL 36111						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.3.3	Handicap Parking Area	Re-Stripe Handicap Spaces	B8	10-20 Years	
			PROWAG R211.4	Handicap Parking Area	Handicap Signage too Low < 60"	B8	10-20 Years	
	Pintlala Library	255 Federal RD, Hope Hull						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
	Lagos Del Sol	Hwy 31, Hope Hull, AL						
			PROWAG R302.7.2	Entire Site	Vertical Surface Discontinuity	C1	1-5 Years	
			PROWAG R304	Entire Site	No Curb Ramps	C2	1-5 Years	
			PROWAG R305	Entire Site	No Detectable Warning Surface	C3	5-10 Years	
			PROWAG R302.6	Entire Site	Cross slope viola.	C4	10-20 Years	
	Timber Creek	Vaughn Rd. (Chantilly)						

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PROWAG R302.7.2	Entire Site	Vertical Surface Discontinuity	C1	1-5 Years	
PROWAG R304	Entire Site	No Curb Ramps	C2	1-5 Years	
PROWAG R305	Entire Site	No Detectable Warning Surface	C3	5-10 Years	
PROWAG R302.6	Various Locations	Cross slope viola.	C4	10-20 Years	
PROWAG R302.3	House 8390	Width Violation	C5	10-20 Years	



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2018; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the May 7, 2018 meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Weeping Willow Baptist Church, which is located at 2925 Forbes Drive, Montgomery, Alabama. The information session will begin at 5:00 p.m. with the formal session at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time as stated above for the May 7, 2018 meeting.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 16th day of April, 2018.

BY: _____
Chairman

ATTEST: _____
County Administrator

March 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

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

Please find attached an application for final payment of \$181,365.74 to Stallings and Sons, Inc., for the Sheriff's Dispatch and Annex I first floor renovations.

I request that the final payment to Stallings and Sons, Inc., be placed on the next agenda.

AIA Document G702™ – 1992

Received

MAR 13 2018

P H & J Architects

Application and Certificate for Payment

TO OWNER: Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104	PROJECT: Sheriff's Dispatch and First Floor Renovations The Montgomery County Courthouse - Annex 1	APPLICATION NO: 014	Distribution to:
FROM Stallings & Sons, Inc.	VIA PH&J Architects, Inc.	PERIOD TO: March 01, 2018	OWNER: ☒
CONTRACTOR: 1140 Newell Parkway Montgomery, AL 36110	ARCHITECT: P.O. Box 215 Montgomery, AL 36101	CONTRACT FOR: General Construction	ARCHITECT: ☒
		CONTRACT DATE: September 21, 2016	CONTRACTOR: ☒
		PROJECT NOS: 1208GVO / 17-13 /	FIELD: ☐
			BOOKKEEPING/FILE: ☒

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$1,983,362.00
2. NET CHANGE BY CHANGE ORDERS	\$35,876.36
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$2,019,238.36
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$2,019,238.36
5. RETAINAGE:	
a. 0.00 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$2,019,238.36
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$1,837,872.62
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$181,365.74
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$41,200.45	\$0.00
Total approved this Month	\$0.00	\$5,324.09
TOTALS	\$41,200.45	\$5,324.09
NET CHANGES by Change Order		\$35,876.36

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

CONTRACTOR:
By: [Signature] Date: March 01, 2018
State of Alabama

County of: Montgomery
Subscribed and sworn to before
me this 1st day of March 2018
Notary Public: Sheena Scheil
My Commission expires: October 01, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$181,365.74
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PH&J Architects, Inc.
By: [Signature] Date: 03-13-2018

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

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Engineering
DEPARTMENT HEAD: George Speake
SUPERVISOR: George Speake

POSITION INFORMATION:

Position Title Retired RSA Employee/Professional
Position Number TBD
Pay Grade A09 Pay Range 24.34 - 36.37/hour
Proposed Effective Date July 2, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

Lonnie McGough will retire effective July 1, 2018. He has agreed to come back and temporarily work approximately 20 hours per week to help provide for a smoother transition before we permanently fill the position. Funding for this position will come from his current budgeted salary of \$63,134. As an RSA retiree, his earning are limited to \$30,000 a year with no benefits.

George Speake
Department Head

Date March 26, 2018

FINANCIAL IMPACT:

The cost of the part time RSA retiree will be covered in the current budget by the vacated position budgeted amount.

Sherrill Thomas
Finance Director

Date 3/27/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

MEMORANDUM

March 28, 2018

TO: Montgomery County Commissioners
FR: Carmen Douglas, Personnel Director
RE: Fill Request for Part-time/Temporary Administrative Support

The Personnel Department would like to employee a Retired RSA Employee or a College Intern to provide additional support to our administrative support staff. This additional support is being requested as the result of the retirement of one of our Administrative Support Specialists.

We have reorganized some of duties of the support staff and it is our plan to be able to fill in the gaps of some of the entry level functions (filing, answering the phone and light computer work) with part-time temporary assistance. It is our desire to hire someone that is currently enrolled or is a recent graduate from an office automation or similar program. This will give the student/recent graduate an opportunity to gain experience while also providing us with much needed support. If we are unable to hire a college intern, we would like to employ a RSA retiree so I am asking for approval of both positions.

The commissioners' favorable consideration of this request would be greatly appreciated.

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Personnel
DEPARTMENT HEAD: Carmen Douglas
SUPERVISOR: Renee Wood

POSITION INFORMATION:

Position Title College Intern
Position Number To be determined
Pay Grade N/A Pay Range \$7.6509/hr
Proposed Effective Date April 9, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The Personnel Department would like to use a college student as an intern. The intern will work less than 30 hours per week until the end of this fiscal year.

Department Head Date _____

FINANCIAL IMPACT:

The estimated cost of the intern position is less than \$5,000. The current Personnel budget has funds to cover the cost.

Sherrill Thomas
Finance Director Date 3/28/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator Date _____

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Personnel
DEPARTMENT HEAD: Carmen Douglas
SUPERVISOR: Renee Wood

POSITION INFORMATION:

Position Title Retired RSA Employee/Clerical
Position Number To be determined
Pay Grade A01 Pay Range \$9.9206/hour
Proposed Effective Date April 9, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The Personnel Department would like to hire a Retired RSA Employee/Clerical. The employee will work less than 30 hours per week until the end of the current fiscal year.

Carmen Douglas
Department Head

Date 3/28/2018

FINANCIAL IMPACT:

The estimated cost of the Retired RSA Employee is less than \$6,000. The current Personnel budget has funds to cover the cost.

Sherrill Thomas
Finance Director

Date 3/28/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

Tammy Nix

From: Donald Mims
Subject: FW: Cell phones in the courthouse
Attachments: memo to hardwick April 2.2018.doc

From: Lashandra Warren [mailto:lashandra.warren@alacourt.gov]
Sent: Wednesday, March 07, 2018 5:01 PM
To: Donald Mims <DonaldMims@mc-ala.org>
Subject: FW: Cell phones in the courthouse

Hello Donnie,

Attached is the information regarding the cell phone policy that Judge Hardwick wanted me to send you.

Lashandra Warren
Court Administrator

Memo To: Presiding Judge Johnny Hardwick

From: Judge Jimmy B. Pool

Re: Electronics in the courthouse

Date: April 2, 2018

OUR COMMITTEE HAS MET, AND WE SUBMIT THE FOLLOWING:

HERE'S THE RULE IN THE COURTHOUSE, MIDDLE DISTRICT OF ALABAMA

"Clerk's Office

All persons entering our federal courthouses must present a valid federal or state photo ID. Items such as weapons, cell phones, electronic devices, food, and drink are not allowed in the building. Also, tobacco use is not permitted in the courthouse. All bags, purses, briefcases, etc. are subject to inspection. Metal detection devices are used in our federal courthouses."

I have attached a proposed Administrative Order, a sign to go on the door of the Courthouse, and a form for special exceptions to the rule. All of this is on my computer so I can change any of it that you wish.

**Judge Jimmy Pool
Fifteenth Judicial Circuit
251 South Lawrence Street
Montgomery, Alabama 36104
Phone: 334.832-2589
Fax: 334.832-7721
Cell: 334.224-3730**

Administrative Order

April 2, 2018

Beginning April 2, 2018, no person, other than persons working in the various courthouses, law enforcement officers, and members of the media with credentials may bring a cell phone in to the Courthouses of Montgomery County. This Order applies to all Courthouses, including the Youth Facility. Lawyers who present proper identification are exempted from this rule. Any other person who desires to be exempted on a temporary basis from this rule may make written application to the Court using the form provided. Permission for a temporary exemption must be approved in writing by the Presiding Circuit Court Judge or his designee. The Sheriff or his designee shall have the responsibility of enforcing this Order at the various entries to the courthouses.

DONE this the _____ day of _____, _____.

HON. JOHNNY HARDWICK
PRESIDING JUDGE, 15TH JUDICIAL CIRCUIT

NO CELL PHONES ALLOWED

NO ONE MAY BRING A CELL
PHONE INTO THIS COURTHOUSE
WITHOUT PRIOR APPROVAL
FROM OFFICERS OF THE COURT.
PERSONS NOT EXEMPTED FROM
BRINGING A CELL PHONE INTO
THE COURTHOUSE WILL BE
ESCORTED FROM THE
COURTHOUSE.
ANYONE ENTERING THE
COURTHOUSE IS SUBJECT TO
BEING SEARCHED.

Administrative Order
April 2, 2018

Beginning April 2, 2018, no person, other than persons working in the various courthouses, law enforcement officers, and members of the media with credentials may bring a cell phone in to the Courthouses of Montgomery County. This Order applies to all Courthouses, including the Youth Facility. Lawyers who present proper identification are exempted from this rule. Any other person who desires to be exempted on a temporary basis from this rule may make written application to the Court using the form provided. Permission for a temporary exemption must be approved in writing by the Presiding Circuit Court Judge or his designee. The Sheriff or his designee shall have the responsibility of enforcing this Order at the various entries to the courthouses.

DONE this the _____ day of _____, _____.

HON. JOHNNY HARDWICK
PRESIDING JUDGE, 15TH JUDICIAL CIRCUIT

15-4

**AUTHORIZATION FOR CELL PHONE POSSESSION
IN THE MONTGOMERY COUNTY COURTHOUSE**

_____ IS ALLOWED TO BRING A CELL PHONE INTO
THE COURTHOUSE ON THE FOLLOWING DATES:

FROM _____ UNTIL _____, _____

DERRICK CUNNINGHAM
SHERIFF, MONTGOMERY COUNTY, ALABAMA

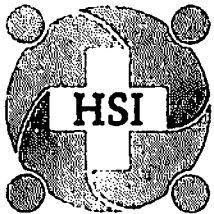
15-5

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



1968

2018

Family Focused For 50 Years

RIVER REGION HEALTH CORPORATE

1845 Cherry Street
Montgomery, AL. 36107

334.420.5001
healthservicesinc.org

Autaugaville Health
Capital Health
Chisholm Health

Clanton Health
Eclectic Health
Gateway Health

Hayneville Health
Montgomery Health
Ramer Health

Adult & Pediatric Medical Care
VA Partnership Appointments
Behavioral Health Care
Adult & Pediatric Optometry
OB/GYN & Family Medicine
WIC Services
Adult & Children's Dentistry
Social Services
Insurance Enrollment
Wellness Centers
In-House Pharmacy

Health Services, Inc.

2018 Update

Montgomery County

- River Region Health Center
- *Gateway Family Health Center*
- Montgomery Primary Health Center
- Capital Family Health Center
- Chisholm Family Health Center
- Ramer Family Health Center
- HSI Mobile Unit
- River Region Wellness Center
- WIC Services

Health Services, Inc.

2018 Patient count

Montgomery County

- Capital - 653
- Chisholm - 1,761
- Mtgy Primary - 7,885
- Ramer - 727
- RRHC - 17,439
- Gateway - 4,534
- Mobile unit - 45
- **TOTAL - 33,044**
- **TOTAL ALL HSI Patients - 34,561**

Health Services, Inc.

2018 Funding

Montgomery City Appropriations

- *FY* 2016 - \$58,333.34 = \$700,000.08
- *FY* 2017 - \$45,208.33 = \$542,499.96
- *FY* 2018 - \$26,833.34 = \$322,000.08

Facilities Update

- Montgomery Primary
 - ◆ Relocating the Call Center
 - ◆ New telephone system
 - ◆ Security updates
- Ramer Facility
 - ◆ Renovations planned for early 2018 (83K)
- Chandler Building
 - ◆ upgrade 2018 storage facility

Facilities Update

- New proposed site in Grady, AL
 - ◆ Mobile unit pilot

Tammy Nix

From: Pierce, Tom <tpierce@montgomeryal.gov>
Sent: Tuesday, March 13, 2018 4:02 PM
To: Donald Mims
Subject: Fairview Farmer's Market

Donnie

I am trying to put together the operational cost for the farmer's market portion of the building (which is about 75% of the building). I took our energy specialist over there to get an idea of what percentage of utilities are used by the farmer's market. She determined it to be around 75%, costing \$16,499 annually. I have the most recent twelve months power bill. Other than that it is hard to come up with an annual maintenance cost, but my Director of Building Maintenance estimated around \$3,000 per year. I cannot provide paperwork to prove that because he absorbs that cost and it has not been earmarked as expenses for the farmer's market. I can provide the power bills and give the \$3,000 estimated maintenance cost and that is all I have.

Mrs. Brown pays water/sanitation, phone, janitorial and insurance totaling \$500-\$600 per month. She said that she has 2-4 vendors during the off-season and 8-10 during season and they pay \$100 per month.

I can write an MOU and leave the dollar amount out, to be added after the County Commission determines what is reasonable.

I am seeking your advice as to how this should be presented?

Thanking you in advance.

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

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

Account Code	Description	PROJECT TO DATE		CURRENT FISCAL YEAR TO DATE		Balance
		Budget	Actual	Actual	Encumbrance	
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						
	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

17-3

General Ledger Transaction Detail

Post Date	Sub-System	Reference	Sec. Ref.	Batch/Set ID	PEID	Description	Misc/Check #	Debits	Credits	Net Balance
4371178	FAIRVIEW AVE FARMERS MARKET									
73501	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	14423.083	5691380083	UT14423	0000229	AL POWER COMPAN 5691380083	00626741	1,928.87		44,878.65

1724

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

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 0-00 *
 40,514.54 +
 7,733.83 -
 002
 32,780.71 *
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 0-00 *

17.5

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								Beginning Balance: 0.00
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

17-6

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 MONTGOMERY
ACCOUNTS PAYABLE
PO BOX 1111
MONTGOMERY 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 600BB 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			

17-7



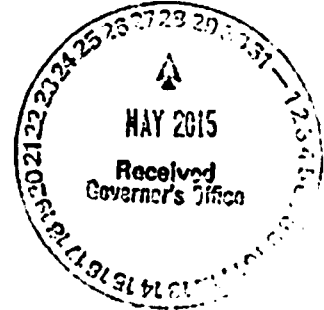
John McMillan
Commissioner

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
H



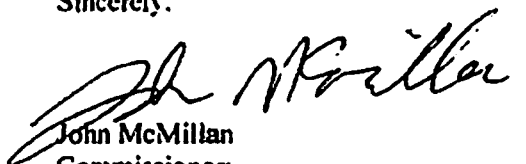
Dear Governor Bentley:

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,


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
REQUESTED BY: Donald L. Mims APPROVED: *D L Mims* 5/2/16 Date
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
				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.

AGENDA

MAY - 1 2017

Elected Official/Dept. Head	Date
-----------------------------	------

Finance Director	Date
------------------	------

Agenda

Date _____

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



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/26/2018

Re: Information regarding print on demand tag decals from the Alabama Department of Revenue.

As of December 1, 2018, The Alabama Department of Revenue is no longer going to provide licensing officials with pre-printed and inventoried tag decals. The State is requiring that all licensing officials obtain printers that are able to print decals on their provided materials. This will require that we purchase and install new printers in the tag offices by the end of the year.

Attached: Original memo from the State of Alabama Department of Revenue



VERNON BARNETT
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

BRENDA R. COONE
Deputy Commissioner

MICHAEL D. GAMBLE
Deputy Commissioner

September 20, 2017

MEMORANDUM

2017-015

TO: Licensing Officials

FROM: Sherry Helms, Assistant Director
Motor Vehicle Division

SUBJECT: Print on Demand Registration Receipt/Decal Project Update

Alabama Correctional Industries (ACI) has selected a vendor for the Print on Demand (POD) material. The MVD anticipates that the POD material will be available beginning December 2017. Licensing offices interested in implementing the POD solution should immediately notify the MVD, in order to begin scheduling testing and delivery of POD material. The MVD will provide sample POD material to all licensing offices in order to test the POD process on existing printers with your vendor software. Once converted to the POD process, licensing offices will order POD material through the MVD Inventory Management system. Note: 2020 roll decals will not be provided; therefore, all licensing offices must convert to the POD solution by December 2018.

Please contact Sherry Helms or Jonathan Lawrence at tags@revenue.alabama.gov or (334) 242-9006, to schedule testing and delivery of POD material.

Attachment

Attachment

Print On Demand Tag Receipts & Validation Decals

The Print on Demand (POD) receipt will be one-sided. The receipt will include an imbedded validation decal. The POD material will be a standard 8.5 x 11 sheet with tri-fold perforations to fit within a standard window envelope (state will not supply envelope). Affidavit information as well as decal application instructions will be pre-printed on the front of the receipt. The licensing official's registration system should print a PDF image of the registration receipt, state assigned control number (replaces current decal number), and the month, year, "AL", and tag number on the POD material. A two-digit renewal month and two-digit registration expiration year will be printed on the imbedded decal when the registration is issued. The assigned tag number will be printed on the decal to ensure that the decal is attached to the correct license plate. The printing of the decal is as follows: the month and year are Helvetica Bold font at 66 pt. and 50% width for month and year, AL text is Arial Black font at 25 pt. and 75% horizontal scaling, the tag number at the bottom of the decal is 16 pt. Helvetica Bold font. See sample receipt below.

The Examiners of Public Accounts advises that the licensing officials' systems should generate and print a sequential control number on the receipt to account for all decals/receipts which have been issued, voided or deleted. The MVD will assign a range of control numbers when material is ordered and shipped to officials' offices. This will allow the licensing officials' systems to assign a control number when a receipt is issued (see control number on sample receipt). The examiners also advise that the licensing official's software must be able to create reports which include all control numbers for any time period requested (monthly, yearly, etc.) and sortable (by issuance clerk). Strict control of all receipts and control numbers assigned to the licensing office must be maintained. The inventory control number should be included in the registration record that is uploaded to the state registration database. The control number should be reflected in the Decal field on the receipt which allows for eight (8) characters according to the current file format. Month decals will be phased out depending upon the scheduled redesign of each license plate to eliminate the month decal "pocket". Alabama law requires license plates to be redesigned every five (5) years.

The POD material should only be used when issuance of a validation decal to a registrant is needed. Any other transactions should be printed on plain paper (i.e. reprints for your offices, collection of escaped taxes, mobile home registrations, etc.) POD material should not be used for vintage vehicle decals. A vintage vehicle registration should be printed on plain paper and issued with a vintage vehicle decal, which will continue to be provided by the MVD. Anything printed on POD material must be documented by the licensing official for the Examiners of Public Accounts. Damaged/misprinted POD material is not required to be maintained; however, it should be documented for audit purposes per instructions from the Examiners. Please be advised that the three year multi-color decal rotation may require licensing offices to evaluate their current printers in order to determine if additional paper trays will be necessary to accommodate registration receipts for multiple license years, temporary tag paper and plain paper.

Sample Printed Tag Receipt

ALABAMA		TUSCALOOSA		2015		81000	
05/01/15		0.00		12 23		UAM9	
1J8GS43X55C54492		GRAND CHA		0.00		APR 30 2016	
JNEP 1013		0.00		0.00		0.00	
0.00		0.00		0.00		0.00	
TV		0.00		0.00		0.00	
TEST UNIT		131 TEST STREET		TUSCALOOSA 354050000		1.00	

Control #: 80000000033

DECAL VOID IF ALTERED

ALABAMA

00000000

Decal Instructions

Peel the decal attached from the backing and place on a clean dry surface in the UPPER RIGHT corner of your license plate. It is not necessary to remove the old decals.

The new decal must be clearly visible on the plate within the area indicated.

04 16

UAM9

Control #: 80000000033



Commissioners:

Montgomery Young Life would like the opportunity to submit a request to the commissioners in the amount of \$10,000.00. It is our hope to expand our outreach and mentoring to teens and support them by walking with them through the turbulent times of early adolescence.

Since 1941, Young Life has been making a difference in the lives of teens in communities in every state in the U.S. and in more than 80 countries. We continue to use our proven methodologies for teen outreach to include:

Contact work - Dedicated volunteer leaders meet teens on their turf, build relationships and earn their trust and friendship.

Club - A relaxed, safe and fun setting consisting of games, music and skits and where leaders share a message to facilitate discussions with teens to consider life issues.

Campaigners - A time to go deeper in a small group setting where teens can ask serious questions and get clear answers about life.

Camp - A time of high adventure, fun, great food and positive messages in a beautiful setting that gives them time for undistracted reflection.

Committee - Comprised of parents, Young Life alumni and civic leaders who support Young Life in the community, by fundraising, providing accountability and encouraging staff.

Montgomery Young Life began in 1970 by reaching out to students from Lee, Lanier, Jeff Davis and is currently impacting over 40-50 high school and middle school adolescents in the Montgomery school district. We have continued to maintain our growth over the past 40 years which is proof that there is a significant demand for a positive, fun and relevant program specific to teens in our community.

Young Life is a non-denominational outreach for youth from all religious, racial and socioeconomic backgrounds. The adolescent years are a challenging time as they are faced with hard decisions about drugs, alcohol, sex, peer pressure and bullying. In the transition from high school to young adults they need a caring, trusted adult who understands their struggles, who will listen to them and give them good information to make positive decisions. It is out of these mentoring relationships that adults can help them become young men and women of integrity, responsibility and character.

Over 20 adult and student volunteer leaders along with 2 Young Life staff devote countless hours each week investing in the lives of hundreds of kids in the Montgomery community. It is our hope to reach out to more teens each year. We believe that by providing direction, leadership, mentoring and encouragement these kids will make better decisions about life, friends, family, faith, education and their future.

Sincerely,

Kenyatte Hassell

MONTGOMERY
AREA CHAMBER OF COMMERCE

March 21, 2018

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

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday April 2, 2018 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS BUILDING MONTGOMERY AND THE REGION

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 29, 2018

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Proposed Purchase of Land from the Chemical Addictions Program, Inc.

In November 2017, the County Commission considered purchasing 3.9 acres of property near Air Base Boulevard from the Chemical Addictions Program, Inc. (CAP). Recently, CAP Board Chairman James DuPree called me and expressed a continued interest in selling the property.

The proposed purchase price for the 3.9 acres was \$47,900 (\$12,282 per acre), which was the County Appraisal Department's appraised value.

During the County Commission meeting on November 6, 2017, it was agreed to place on the next agenda a proposal from Valbridge Property Advisors concerning the CAP property.

On Monday, we will discuss the possible purchase of the property and related property appraisal.

DLM/tn



Valbridge
PROPERTY ADVISORS

Proposal

November 6, 2017

Montgomery County Commission
C/o Florence M. Cauthen
101 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36102
334.832.1203

Dear Ms. Cauthen:

Thank you for the opportunity to work with you on this project. Below are our terms to provide services on the property listed below. Please call us if you have any questions and if wish to proceed, we will send you an engagement letter.

Property Location: Air Base Blvd.
Montgomery, AL 36108
Parcel #: 11 05 22 1 000 015.000

Fee: \$1,800
Payment: 30 days net
Due: 14 days from signed engagement letter

Sincerely,

John E. Hall, III, MAI
Certified General Real Property Appraiser
Senior Managing Director
jhall@valbridge.com

Valbridge - Alabama
4732 Woodmere Boulevard
Montgomery, AL 36106
Phone: (334) 277-5077
www.Valbridge.com

AIR BASE BLVD. PROPERTIES
MONTGOMERY COUNTY COMMISSION/CHEMICAL ADDICTIONS PROGRAM/YMCA
AERIAL PHOTOGRAPHY
ISSUE DATE: 8/15/2017



AIR BASE BLVD. PROPERTIES
MONTGOMERY COUNTY COMMISSION/CHEMICAL ADDICTIONS PROGRAM/YMCA
OWNERSHIP & APPRAISED VALUE
ISSUE DATE: 8/11/2017



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 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Montgomery County Public Building
Authority

The terms of William E. Blake and James Harrell will expire June 5, 2018 as members of the Montgomery County Public Building Authority.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

Montgomery County Public Building Authority

Members:

Term Expires:

Ed Grimes
4200 Sherman Way
Montgomery, Alabama 36109
egrimes@mymax.com
Phone: (W) 398-1874
(H) 244-0132

6/5/2020

Pernell L. Jenkins
1043 South McDonough Street
Montgomery, AL 36104
Phone: (334) 549-0201

6/5/2020

Ken Ward
Montgomery, AL 36106
kenw978@gmail.com
Phone: (C) 391-8146

6/5/2022

Andrew Hardwick
1161 Mizell Road
Montgomery, AL 36116
Jaads7522@charter.net
Phone: (H) 281-0254
(C) 322-0602

6/5/2022

* William E. Blake
1941 South Hull Street
Montgomery, AL 36104
alicedavisblake@gmail.com
billyblake1450@gmail.com
Phone: (H) 240-2455 (C) 300-0303

6/5/2018

* James Harrell
3407 Wintermead
Montgomery, AL 36111
jl.harrell7@gmail.com
Phone: (H) 284-2059
(C) 320-9941

6/5/2018

Term: 6 years

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 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Montgomery City/County Public Library Board

The term of Gary Burton will expire June 1, 2018 as a member of the Montgomery City/County Public Library. Catherine Wright has resigned from the board. The terms of Betsy Atkins and Janice Franklin have expired.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

**Montgomery City-County Public Library
Board of Trustees
2017 Directory**

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 21, 2020

Katie Bell, President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
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Term expires: September 21, 2019

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Library Home Page <http://www.mccpl.lib.al.us>

4 year terms

UPCOMING BIDS/CONTRACT RENEWALS – APRIL – JULY 2018

<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>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
<u>JUNE</u>						
	53000-15B-021	Plant Mix	Engineering	MidSouth Paving, Inc.		June 14, 2018
	51901-15B-023	Air Filters & Service	Support Service	Filter Service of Tuscaloosa		June 30, 2018

UPCOMING BIDS/CONTRACT RENEWALS – APRIL – JULY 2018

	51901-15B-022	Garbage Collection	Support Service	Advanced Disposal Sea Coast		June 30, 2018
	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal		June 30, 2018
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2018	July 31, 2019