

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

DANIEL HARRIS, JR.
ISALAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
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WWW.MC-ALA.ORG

April 12, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the April 16, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, April 16, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Please note that Filing of the 2017 Statement of Economic Interests Forms is due April 30, 2018. The online Statement of Economic Interests form is available for submission at the following website: www.ethics.alabama.gov.

In order to help with the scheduling of organizations seeking to make presentations to the County Commission, we will be discussing the organizations you would like to schedule for the May 7, 2018, County Commission meeting.

During the April 2, 2018 Commission meeting, it was agreed to place on the next agenda a Resolution authorizing the Chairman to sign Engagement Letters to provide professional services for Project Catalyst with Balch & Bingham LLP and Stifel, Nicolaus & Company, Incorporated. Chairman Dean has requested that we add Liberty Bank and Trust to the authorization, of which has been incorporated into the Resolution.

Enclosed in your packet is a Memorandum from Manager of Public Affairs Hannah Hawk regarding recommendation of companies to design the new Montgomery County Website and to develop the Montgomery County brand.

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

I. County Commission Information Session Schedule for April 16, 2018

Waived Rules Items to Consider for Monday, April 16, 2018

2. Consider Authorization of **Revised** Agreement with the Alabama Department of Transportation regarding Resurfacing Macon County Road from SR-110 (Vaughn Road) to Macon County Line and Flowers Road from Bullock County Line to SR-110 (Vaughn Road), Project# STPMN-5117(250); MCP# 51-80-17; CPMS Ref.# 100067923 and Related Resolution, Engineering Department

Items to Consider for the Monday, May 7, 2018 Montgomery County Commission Regular Meeting Agenda

3. Consider Authorization of Grants Policy and Procedures, Sheriff's Office
4. Consider Authorization of the Formation of the Nonprofit Corporation MGMix (Montgomery Internet Exchange), Information Systems
5. Consider Authorization of Bid Award to SHI International Corporation for Computer Hardware Maintenance, Bid Number 51965-18B-011, Information Systems
6. Consider Authorization of Memorandum of Understanding with the City of Montgomery regarding the Fairview Farmer's Market, County Commission (Also, attached is an Email from Director of General Services Tom Pierce)
7. Consider Authorization of Amendment Number 1 to Chappy's Deli, regarding a One (1) Year Extension, beginning April 17, 2018 and ending on April 16, 2019 for Employee Luncheon, Contract Number 51988-17B-011, County Commission
8. Consider Authorization of Bid Award to Cintas Corporation for Corrections Staff Uniforms, Bid Number 52603-18B-012, Youth Facility

Personnel Actions

9. Consider Authorization of Position Fill Request for College Intern, Position Number To Be Determined, Engineering Department
10. Consider Authorization of Position Fill Requests for Ten (10) Deputy Sheriffs – Part Time, Position Numbers To Be Determined, Sheriff's Office

General Information

11. 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

12. Copy of Email from MEOW Cares, Inc., requesting Funding in the Amount of \$15,000 for Music Education Services (Sponsor: Vice Chairman Walker) (On 2/21/17, Vice Chairman Walker appropriated \$1,500 for Disadvantaged Youth to attend MEOW Academy)
13. Copy of Non-Profit Funding Request and Letter from Executive Director Cheryl G. Davis with Gift of Life Foundation, Inc., requesting Funding in the Amount of \$8,245 for the Safe Babies Initiative (Sponsor: Commissioner Harris)
14. Copy of Email from Program Director Natasha Foster with Britton YMCA requesting funding in the Amount of \$2,500 for the YMCA Teen Achievers Programs (Sponsor: Commissioner Singleton)
15. Copy of Email from Commissioner Singleton regarding Donation to InTouch, Inc., for Smoke Detectors
16. Copy of Letter from CEO Jackie Bushman and President Lewis Figh with Buckmasters requesting Funding in the Amount of \$42,500 for the 2018 Buckmasters Expo (On 4/18/16 and 5/1/17, the Commission approved Budget Change Requests in the amount of \$42,500 each to the Chamber of Commerce for the 2016 & 2017 Events)
17. Copy of Email from Scout Executive/CEO Marvin D. Smith with Boy Scouts of America, Tukabatchee Area Council requesting Funding in the Amount of \$5,000 for youth programs and Requesting to Meet with the Commission (On 3/21/16, Commissioner Harris appropriated \$250 for Troop 224 to use during their Summer Camp and on 6/6/16, the Commission approved a Budget Change Request in the amount of \$4,500 for the Adventure Leadership Camp. On 3/20/17, Commissioner Harris appropriated \$500 for Troop 224 to use during their Summer Camp and on 4/17/17, the Commission approved a Budget Change Request in the amount of \$5,000 for the Adventure Leadership Camp.)
18. Copy of Email from Executive Director Ashley Dubose Ledbetter with the Montgomery Area Business Committee for the Arts, Inc., requesting to Meet with the Commission on May 7, 2018 (On 6/5/17, the Commission approved a Budget Change Request in the amount of \$15,000 for the WWI Centennial Rainbow Soldier Statue dedication and events. On the same date, they approved a Budget Change Request in the amount of \$42,000 for the creation of a life size, bronze statue of Dr. Martin Luther King, Jr.)
19. Copy of Memorandum regarding Board Member Appointments to the Montgomery County Public Building Authority
20. Copy of County Management Procedures Manual regarding Public Input: Addressing the County Commission
21. Copy of Email from Vivian Thomas with the Mayor's Office regarding Available Dates for the City Suite for Montgomery Biscuits Home Games

22. Copy of Letter from the Alabama Department of Transportation regarding Response to Bishop Jimmy Lee Sawyer concerning the Intersection of Alabama Highway 126 (Old US Highway 80) and Wares Ferry Road
23. Copy of Schedule of Upcoming Bids/Contract Renewals for April – July 2018
24. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for April 2018
25. Copies of Revenue Reports for March 2018 from Tax and Audit Department
26. Copy of Population Report for March 2018 for the Mac Sim Butler Detention Facility
27. Copy of Census and Fiscal Report for March 2018 for Community Corrections

If you have any questions, please contact me.

Attachments

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
APRIL 16, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Manager Flora Brown with the Fairview Farmer's Market – Presentation regarding the Farmer's Market (Attached is a Memorandum of Understanding with the City of Montgomery regarding the Fairview Farmer's Market. Also, attached is an Email from Director of General Services Tom Pierce **Future Agenda Item 6**)
- 8:20 a.m. President Al Dixon, Jr., with RESTOR, Inc. – Presentation regarding the Organization (**Sponsor: Chairman Dean**) (On 2/16/16, Chairman Dean, Commissioner Harris and Commissioner Williams appropriated \$100 each to the organization. This organization is in the 2017-2018 Budget for \$5,000)
- 8:30 a.m. Sheriff Derrick Cunningham and Grant Writer Regina Walker – Presentation regarding Grants Policy and Procedures (**Future Agenda Item 3**) and Position Fill Requests for Ten (10) Deputy Sheriffs – Part Time (**Personnel Action Item 10**)
- 8:40 a.m. Chief Information and Technology Office Lou Ialacci – Presentation regarding Formation of the Nonprofit Corporation MGMix (Montgomery Internet Exchange) (**Future Agenda Item 4**) and Bid Award to SHI International Corporation for Computer Hardware Maintenance, Bid Number 51965-18B-011 (**Future Agenda Item 5**)
- 8:50 a.m. County Engineer George Speake – Presentation regarding Revised Agreement with the Alabama Department of Transportation regarding Resurfacing Macon County Road from SR-110 (Vaughn Road) to Macon County Line and Flowers Road from Bullock County Line to SR-110 (Vaughn Road), Project# STPMN-5117(250); MCP# 51-80-17; CPMS Ref.# 100067923 and Related Resolution (**Waived Rules Item 2**) and Position Fill Request for College Intern (**Personnel Action Item 9**)
- 9:00 a.m. Manager of Public Affairs – Presentation regarding recommendation of companies to design the new Montgomery County Website and to develop the Montgomery County brand
- 9:10 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 11**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
Kevin A. Boone, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 10, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake *George C. Speake*
County Engineer *4/10/2018*

SUBJECT: Approval of Agreement for Resurfacing
Macon County Road from SR-110 (Vaughn Road) to Macon County Line and
Flowers Road from Bullock County Line to SR-110 (Vaughn Road)
Project# STPMN-5117(250), MCP 51-80-17, CPMS Ref. # 100067923

At the April 2, 2018, Commission meeting an agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County was approved concerning funding for resurfacing Macon County Road from SR-110 (Vaughn Road) to Macon County Line and Flowers Road from Bullock County Line to SR-110 (Vaughn Road), Project# STPMN-5117(250), MCP# 51-80-17, CPMS Ref. # 100067923. The approved agreement was hand delivered to ALDOT on April 3, 2018.

Yesterday we were notified that ALDOT had made errors in the previously approved agreement concerning the funding source and the funding amounts. In order to correct these errors, ALDOT is requesting that the Commission approve, sign, and seal the attached revised agreement between ALDOT and Montgomery County for this project.

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

GCS/gcs

Attachment

cc; File

AGREEMENT - FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the level, resurface and traffic stripe CR-2 (Macon County Rd.) from SR-110 (Vaughn Rd.) to the Macon County Line (Site 1) and CR-37 (Flowers Rd.) from the Bullock County Line To SR-110 (Vaughn Rd.) (Site 2) -Length- 7.69 Miles. Project # STPMN-5117 (250), MCP 51-80-17, CPMS Ref. # 100067923.

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

- A. The COUNTY will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the STATE not to exceed 5% without prior approval by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.
- F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the-time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2016)	\$ 365,216.30
FA Funds (2017)	533,000.00
FA Funds (2018)	443,862.83
County Funds	335,519.78
Total (Incl. E&I and Indirect Cost)	\$1,677,598.91

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State Local Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

APPROVED AS TO FORM:

Chief Counsel, William F Patty
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY
OF , 20 .

GOVERNOR OF ALABAMA
KAY IVEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Level, Resurface and Traffic Stripe CR-2 (Macon County Rd) from SR-110 (Vaughn Rd.) to the Macon County Line (Site 1) and CR-37 (Flowers Rd) from the Bullock County Line to SR-110 (Vaughn Rd.) (Site 2) Length- 7.69 Miles. Project # STPMN-5117 (250), MCP 51-80-17, CPMS Ref. # 100067923;

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

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

Passed, adopted, and approved this _____ day of _____,

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20 _____.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

PRIOR AGREEMENT WHICH WAS APPROVED APRIL 2, 2018

AGREEMENT – MPO (FA STP Funds)

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the level, resurface and traffic stripe CR-2 (Macon County Rd.) from SR-110 (Vaughn Rd.) to the Macon County Line (Site 1) and CR-37 (Flowers Rd.) from the Bullock County Line To SR-110 (Vaughn Rd.) (Site 2) -Length- 7.69 Miles. Project # STPMN-5117 (250), MCP 51-80-17, CPMS Ref. # 100067923.

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

- A. The COUNTY will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the STATE not to exceed 5% without prior approval by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.
- F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to 1,181,095.78 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA STP Funds (Montgomery Area Dedicated)	\$ 1,181,095.78
County Funds	295,273.94
TOTAL (Incl. E & I)	\$ 1,476,369.72

2-8 4-2

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

2-9 4-3

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State Local Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

APPROVED AS TO FORM:

Chief Counsel, William F Patty
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY
OF , 20 .

GOVERNOR OF ALABAMA
KAY IVEY

2-10 4-4

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Level, Resurface and Traffic Stripe CR-2 (Macon County Rd) from SR-110 (Vaugh Rd.) to the Macon County Line (Site 1) and CR-37 (Flowers Rd) from the Bullock County Line to SR-110 (Vaughn Rd.) (Site 2) Length- 7.69 Miles. Project # STPMN-5117 (250), MCP 51-80-17, CPMS Ref. # 100067923;

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

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

Passed, adopted, and approved this _____ day of _____,

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20 _____.

County Clerk

SEAL

2-11 4-5

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

Colonel WanDa J. Robinson
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Derrick Cunningham, Sheriff, Montgomery County Sheriff's Office *DC*

Subject: Adoption of Grants Policy and Procedures

Date: April 10, 2018

The Montgomery County Sheriff's Office is preparing for a site visit from the U. S. Department of Justice Program Manager for the Justice and Mental Health Grant we were awarded in 2016. One of the required documents is for the grantee to have a Grants Policies and Procedures Manual.

I am requesting that this item is placed on the agenda of your next meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, please call Regina Walker, Grant Manager, 832-1660 or 313-7216.

Thank you for your attention to this matter.

DC/rw

encls.

cc: Regina Walker: Grant Manger

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
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

Montgomery County Commission/ Sheriff's Office



Grant Policies & Procedures Manual

SCOPE & PURPOSE

This Grant Policy and Procedure Manual is applicable to federal, state, and local grants administered by and/or passed through the Montgomery County Sheriff's Office. All grants will be managed in compliance with applicable Code of Federal Regulations (CFT) and applicable Office of Management and Budget (OMB) Circulars.

This Policy will address grants from acceptance to the close-out process in the following operational categories:

- Application
- Award
- Reimbursement Requests
- Cash Management
- Compliance
- Program Level Review & Reporting
- Financial Accounting Review & Reporting
- Purchasing
- Capital Assets
- Audits & Review
- Grant Close-Out
- Records Retention

The purpose of this Policy is to provide guidelines and procedures for the application and administration of federal, state, and local grants, as well as direct federal or state appropriations/allocations, municipal agreements with state agencies, and private sector grants.

To ensure the Department has the resources and ability to adhere to grant restrictions, covenants, reporting requirements and matching requirements; and

To clearly assign responsibilities within the Department for all aspects of grant application and management.

APPLICATION

To apply for grants from a governmental or private agency, the following guidelines must be met:

The requesting division must complete the agency's Grant Funding Questionnaire (Appendix A) and obtain signature approval from appropriate chain of command, including Sheriff PRIOR to the grant being submitted by the grant writer.

All grants must receive approval from the County Commission.

The requesting division will coordinate as needed other division personnel to gather information for the application and as requested by the Sheriff's Office Grants Manager. At a minimum, discussion should take place regarding the following items:

- Recurring grant funding
- Continuance of program after grant funding ends
- Reporting requirements (documents requested)
- Staff workload
- Budgetary constraints
- Adherence to required certifications
- Adherence to administrative requirements
- Purchasing requirements
- Asset restrictions (for assets purchased with grant funding)
- Plans for pass-through funding to sub-recipients
- Davis-Bacon
- Equal Employment Opportunity Commission (EEOC)
- Analysis should also include any major performance requirements that may exist, such as having written policies and long-term official plans for the program requesting funds.

AWARD

Following the awarding of the grant and approval to accept grant award by the County Commission, the Department will notify the Finance Director of the award on a timely basis.

Appropriate Department personnel will work with the County Administrator and Finance Director regarding budget appropriation and required County Commission action (if applicable).

Grant Manager will establish the following in the County's financial records management system and communicate with the Department for future use in recording revenues and expenses (where applicable).

Unless otherwise agreed upon, all grants to the Sheriff's Office will be recorded and accounted for in a special Grants fund.

Matching funds must be clearly indicated and approved by the County Commission.

Unless otherwise specified in the grant files, the point of contact for administering the grant—including programmatic requirements, will be the Department's Grants Manager. For Federal grants, the financial point of contact will be the Finance Director. For most state and private grants, the financial point of contact will be the Finance Director and the Department's Grants Manager.

REIMBURSEMENT REQUESTS

Reimbursement requests for Federal grants will be completed by the Grant Manager or the Finance Director. All non-financial periodic reports for federal grants will be completed by the Department's Grants Manager.

The Grants Manager will be responsible for completing all reports related to funding requests and other required periodic reports for state and private grants.

The following steps should be taken to request funds:

- Requests should be made for reimbursement according to the grant award requirements.
- Quarterly requests should be based upon the standard calendar year quarters and will be due by the last day of the month following the quarter (special timing may be required at fiscal year-end and will be communicated to Department as needed).
- Grant Manager will maintain a file of required documentation of expense, invoice copies, etc.
- Grants Manager will prepare the funds request and verify expenditures and/or other financial information PRIOR to submission
- Grant Manager will submit checks immediately upon receipt to the Finance Office and maintain a copy in grant files.
- Electronic payment methods and authorizing forms, therefore, must be completed and approved by the Finance Director.

CASH MANAGEMENT

Funds awarded will be deposited in the County Grant Fund bank account. Most awards are funded on a reimbursement basis. Care is taken to request reimbursements after expenditures have taken place. From time to time a grant may be awarded in advance; in such cases, interest will be calculated and applied if required by the granting agency.

COMPLIANCE

The Grants Manager stays abreast of all applicable requirements and special conditions for grants. The Grants Manager is also responsible for ensuring that all grant policies and procedures are followed. The requesting division supervisor must ensure that all grant-related activities are completed according to the approved grant project timeline. The Grants Manager will review all grant expenditures related to the project as properly eligible, recorded, and documented.

The following guidance should be followed as appropriate based on the grant award date to ensure compliance:

- OMB Circular A-133
- OMB Circular A-87

- Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements of State and Local Governments
- 40 CFR
- Specific Grant Program Guidance based on the Grant Award or Grant Program Financial and Compliance Guide
- Applicable Compliance Supplements
- OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200)
- Any applicable Sub-recipient MOU and/or Award Document

Grant programs shall comply with all County ordinances, policies and administrative regulations to the extent that they are not in conflict with Alabama Statutes and regulations and/or grant regulations and requirements.

Sheriff's Office is prohibited from using federal funds to replace state, local, or County funds. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses.

Valuation of the In-kind match must be fully documented. Timesheets must properly reflect hours worked on grant activities and must be retained by the Grants Manager.

PROGRAM LEVEL REVIEW & REPORTING

The Grants Manager will track grant awards and consult with the Finance Director on a regular basis to ensure accuracy regarding revenue and expenditure postings in the financial system as well as in relation to reimbursement - requests and the project timeline. All information for periodic journal entry reclassification or allocation must be delivered to the Finance Director timely to meet quarterly reporting deadlines.

The Grant Manager will track the grant budget in the county financial system and notify the Finance Director of any needed adjustments, including budget adjustments.

All program reporting and report submission (including FFATA reporting) is the responsibility of the Grants Manager. The Grant Manager must prepare all project reporting and ensure that all project reporting requirements and deadlines are met. The Grant Manager must track expiration dates of grants and take appropriate steps well in advance to request extensions, complete final work, and payment of final invoices, etc. and communicate this to Finance Director.

FINANCIAL ACCOUNTING REVIEW & REPORTING

All financial reports and financial report submission is the responsibility of the Finance Director or the Grant Manager dependent upon awarding agency.

The Finance Department is responsible for reviewing the General Ledger budget for grants periodically and preparing and/or assisting departmental staff with necessary budget adjustments, including annual carryovers due to fiscal year-end budget lapse.

The financial system allows for funds to be maintained in General Ledger under separate program codes in a way which facilitates reporting, providing for separate reports for each grant award which can provide budget and actual for both revenues and expenditures.

The County has written and Commission-adopted fiscal policies which provide a framework for financial and budgeting decisions. The accounting procedures and the internal control guidelines of the Finance Department are documented by the external auditors yearly.

The County has a revenue spending protocol for programs and activities with multiple revenue sources. The County will use resources in the following hierarchy: program income (where applicable), federal funds, state funds, debt proceeds, local funds, and County funds.

PURCHASING

Refer to the County Purchasing Policy. In addition, all grant specific procurement requirements will be followed (i.e., WMBE, DBE, Buy America, Debarred Vendors, Anti-Lobbying, etc.). The Grant Manager will be responsible to ensure that proper grant language is included in the project bid solicitation and contract and work with the Purchasing Manager as required.

CAPITAL ASSETS

The County capitalizes capital asset purchases costing \$5,000 or greater. Grant-funded assets are noted as such by a program code.

Safeguarding of the physical asset is maintained by the Sheriff's Department. The Department will track assets below \$5,000 internally as required.

The County Finance Department has internal control procedures/guidelines in place for approval and review of financial transactions, including the purchase of assets.

When an asset that is grant-funded is disposed of, the applicable County and granting agency rules are followed for disposal. The granting agency is contacted for clarification as needed.

Support Services conducts an annual inventory (an asset listing is shared with each department for comparison to their own records) to ensure that items are recorded appropriately.

AUDITS AND REVIEWS

Granting agencies may require compliance and/or financial reviews which ensure the proper use of funds received. Upon receipt of such notification of review, the Sheriff's Office must immediately notify the Finance Director. The Sheriff's Office, in conjunction with the County's Finance Director will work together as needed to ensure that needs are sufficiently met.

GRANT CLOSE-OUT

The Grant Manager will be responsible to execute the grant close-out procedures as instructed by the awarding agency and will communicate appropriately with the Finance Director. If there is a final financial report, or financial information is requested as part of the close-out package the Sheriff's Office will contact the Finance Director for assistance.

All grants will be closed out in accordance with the grant award agreement. Any unexpended funds for non-continuing grants received in advance should be communicated to and remitted back to the grantor. Any budget adjustments needed as a result of the closeout must be communicated to the Finance Director.

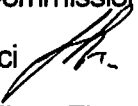
RECORDS RETENTION

The Grant Manager shall maintain all records in compliance with the Records Retention and Disposition Schedule as well as each specific grant agency's requirements in regard to the timeframe for retention after close out.

Approved _____
Donald Mims, County Administrator

Date

Interoffice Memo

To: County Commission
From: Lou Ialacci 
Cc: Donnie Mims, Florence Cauthen
Date: April 10, 2018
Re: Montgomery Internet Exchange Non-Profit (MGMix)

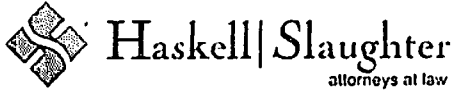
In December 2015 the County Commission and the City of Montgomery were the key supporters of the formation of an Internet Exchange in Montgomery. It is the first and only one in the State of Alabama and is one of approximately six in the entire Southeast. The MGMix is currently funded by the County and the City of Montgomery and has made a significant impact on the economic development in the area.

To ensure the continued success of the MGMix and broaden funding opportunities, I am requesting the Commission approve the formation of the MGMix as a non-profit company that will provide technical services for the County, the City of Montgomery and the River Region.

Motives for operating as a non-profit include:

- Successful Exchanges are set up as non-profits – over 70%
- Currently there are over twenty members of the Exchange and growing
- Close to the size where economies of scale begin
- Directly benefits members so many will contribute services and/or money
- The best approach for accountability and effectiveness is with a non-profit
- Board of directors is composed of members of the Exchange
- The non-profit entity ensures consistent management and oversight
- Personnel and operating expenses are kept to a minimum by the members.

Thank for your support.



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

TTG

MEMORANDUM

April 11, 2018

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Formation of MGMix (Internet Exchange)

I have reviewed your memorandum of April 11, 2018, regarding the following documents prepared by Attorney Riley W. Roby with Balch and Bingham, regarding formation of the MGMix (Internet Exchange).

I have reviewed the following:

- (1) Certificate of Formation of MGMix
- (2) Bylaws of MGMix
- (3) Action of the Board of Directors of MGMix by Unanimous Written Consent
- (4) Designation of Representative on Board of Directors for MGMix

It is my opinion that the documents are acceptable as is and will be binding on all parties upon execution.

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

50051-317

STATE OF ALABAMA)
MONTGOMERY COUNTY)

Certificate of Formation

of

MGMix

This is to certify that, for the purpose of forming a nonprofit corporation pursuant to the provisions of Chapter 3, Title 10A of the Code of Alabama (1975) as amended and the provisions of Chapter 1, Title 10A of the Code of Alabama (1975) as amended to the extent applicable to nonprofit corporations (the "Alabama Nonprofit Corporation Law"), the undersigned does hereby make, adopt, and file the following Certificate of Formation:

ARTICLE I
Name

The name of the corporation being formed (hereinafter referred to as the "Corporation") is:

MGMix

ARTICLE II
Type of Entity

The type of entity being formed is a nonprofit corporation.

ARTICLE III
Purpose

Section 3.01 The Corporation is organized exclusively for charitable, religious, educational, literary, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent federal tax law), and the regulations currently or hereafter promulgated thereunder (the "Code"). In furtherance of such purposes, the Corporation is organized to own and operate an internet exchange in Montgomery, Alabama for the purpose of increasing internet speeds to stimulate competitive operating costs for the benefit of all internet users in the Montgomery area including businesses, state and local government agencies, the Maxwell Gunter Air Force Base, and research universities.

Section 3.02 No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provisions of this Certificate of Formation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE IV Operation

The following provisions shall apply to the Corporation at any moment that the Corporation is a "private foundation," as such term is defined by Section 509 of the Code:

Section 4.01 The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

Section 4.02 The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

Section 4.03 The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.

Section 4.04 The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

Section 4.05 The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE V Initial Registered Office and Agent

The street address of the initial registered office of the Corporation shall be 100 Tallapoosa Street, Suite 200, Montgomery, AL 36104-2549. The initial registered agent of the Corporation shall be Riley W. Roby, who shall be located at the street address of the initial registered office of the Corporation.

**ARTICLE VI
Incorporator**

The incorporator of the Corporation is Riley W. Roby, whose address is 100 Tallapoosa Street, Suite 200, Montgomery, AL 36104-2549.

**ARTICLE VII
Members**

The Corporation shall have no members.

**ARTICLE VIII
Board of Directors**

Section 8.01 All corporate powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors. All of the powers and duties conferred or imposed on a board of directors by the Alabama Nonprofit Corporation Law shall be exercised or performed by the Board of Directors. The number of directors, the qualifications for directors, the terms each shall serve, and the means of their election and removal shall be provided in the Bylaws of the Corporation. The initial Board of Directors shall consist of seven (7) directors to serve until their successors are duly elected and qualified.

Section 8.02 The names and addresses of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Todd Strange	Montgomery City Hall Room 206 103 North Perry Street Montgomery, AL 36104
Elton N. Dean, Sr.	Montgomery County Commission P.O. Box 1667 Montgomery, AL 36102
Louis Ialacci	Montgomery City Annex 25 Washington Avenue Suite 600 Montgomery, AL 36104
David G. Bronner	Retirement Systems of Alabama 201 South Union Street Montgomery, AL 36104

Reid Fishler

Hurricane Electric
70 Hillside Avenue
Williston Park, New York 11596

James Ashton

891 Ellison Pound Road
Woodland, Georgia 31836

Martin Hannigan

55 Station Landing
Suite 624W
Medford, Massachusetts 02155

ARTICLE IX Bylaws

The Board of Directors shall adopt Bylaws governing the conduct of the business and affairs of the Corporation. Thereafter, the power to alter, amend, or repeal the Bylaws of the Corporation shall be vested in the Board of Directors.

ARTICLE X Dissolution

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute any remaining assets of the Corporation to the Industrial Development Board of the City of Montgomery, as provided in a plan of distribution adopted in accordance with the Alabama Nonprofit Corporation Law.

ARTICLE XI Amendment, Fundamental Corporate Change

This Certificate of Formation may not be amended, nor may the Corporation adopt a plan of merger, consolidation, or dissolution, without the affirmative votes of a majority of the members of the Board of Directors in office. Further, the Corporation may not sell, lease, exchange, mortgage, pledge, or otherwise dispose of all or substantially all of its property without the affirmative votes of a majority of the members of the Board of Directors in office.

[Signature Page Follows]

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand on this the ____ day of March, 2018.

Riley W. Roby
Incorporator

This Instrument Was Prepared By:

Riley W. Roby
BALCH & BINGHAM LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104-2549
(334) 269-3120

**Bylaws
of
MGMix**

Adopted _____, 2018

**Bylaws
of
MGMix**

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**Bylaws
of
MGMix**

**ARTICLE I
Board of Directors**

Section 1. Creation of Board. All corporate powers of MGMix (the "Corporation") shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors (the "Board"). All of the powers and duties conferred or imposed upon a board of directors by the provisions of Chapter 3, Title 10A of the Code of Alabama (1975) as amended and the provisions of Chapter 1, Title 10A of the Code of Alabama (1975) as amended, to the extent applicable to nonprofit corporations (the "Alabama Nonprofit Corporation Law"), shall be exercised and performed by the Board. The Board of Directors shall consist of seven directors. The number may be changed by amendment to these Bylaws, but such number shall never be less than three.

Section 2. Designated Members of Board. The Board shall include the following four persons, each of which shall continue to serve as long as he or she holds the applicable office or remains the designee, as the case may be:

1. Mayor of the City of Montgomery, Alabama or his or her designee;
2. Chairman of the Montgomery County Commission or his or her designee;
3. Chief Information Technology Officer of the City of Montgomery and Montgomery County Commission; and
4. Chief Executive Officer of the Retirement Systems of Alabama or his or her designee.

Section 3. Elected Members of Board. The Board shall elect three additional directors each of whom shall serve in her or his individual capacity. Except as provided in this Article I, each elected director shall hold office for a term ending on the date of the annual meeting following such director's election; provided, however, that the director shall continue to serve in such office after such annual meeting until the director is re-elected, or a successor is elected,

Section 4. Resignation of a Director. Any director may resign at any time upon written notice to the Corporation addressed to it at its principal office or to its President or Secretary. Any resignation shall become effective at the time or upon the happening of the condition, if any, specified therein, or, if no such condition or time is

specified, upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal, Disqualification, or Incapacity of a Director. A director may be removed or may be declared disqualified to serve or incapable of serving by a majority vote of the remaining directors, even if the notice of meeting cannot be given to the director who is the subject of such Board action, and even if the remaining directors shall constitute less than a quorum of the Board.

Section 6. Vacancy Among Directors. Upon the removal of a director, the resignation or death of a director, or a declaration that a director is disqualified from service or incapable of serving, such office shall be vacant, and the number of directors shall be deemed to be decreased accordingly. A person may, at any time, be elected to fill a vacancy in the Board in the same manner in which a person may initially be elected to the Board, and such successor shall fill the term remaining.

Section 7. Annual Meeting of the Board. The annual meeting of the Board shall be held at such time and place as the Board may determine.

Section 8. Regular Meetings of the Board. Regular meetings of the Board shall be held at such times and places as the Board may determine.

Section 9. Special Meetings of the Board. Special meetings of the Board may be called by either (a) the Chairman of the Board, (b) the Secretary, (c) a majority of the directors then in office, or (d) any employee of the Corporation, at the direction of one of the foregoing. Each special meeting shall be held at such time and place as may be specified in the notice of the special meeting.

Section 10. Notice of Meetings. Notice of the time, day, and place of all meetings of the Board shall be given to all directors in person or by telephone, mail, e-mail, or facsimile. If the notice is sent by mail, it must be deposited in the United States first class mail or with a private mail carrier for overnight delivery, postage prepaid and addressed to the director at his or her address as it appears on the records of the Corporation, at least five days before the day of the meeting. If the notice is sent by any other method or is delivered in person, the notice must be sent or delivered before the meeting. A waiver of notice in writing signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be equivalent to the giving of notice.

Section 11. Quorum. Greater than one-half of the directors then in office shall constitute a quorum at any meeting of the Board for the transaction of business. The act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board, except as may be otherwise specifically provided by the Alabama Nonprofit Corporation Law, by the Certificate of Formation, or by these Bylaws. Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment so long as all persons participating at the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 12. Written Consent Actions. Any action required to be taken or permitted to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. The written consent action shall have the same force and effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 13. Compensation of Directors. Directors shall not receive compensation for their services in such office; provided, however, that the Board may provide for the reimbursement of reasonable expenses.

ARTICLE II Officers

Section 1. In General. The officers of the Corporation shall consist of a Chairman of the Board, a President and a Secretary/Treasurer. Such officers shall be elected by the Board at its annual meeting and shall serve upon such conditions as the Board deems appropriate.

The Board may appoint such other officers, assistant officers, and agents as it deems necessary to carry out the business of the Corporation. Such other officers, assistant officers, and agents shall hold their offices upon such conditions and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Two or more offices may be held by the same person, except that the President may not also serve as Secretary. No officer, other than the Chairman of the Board, need be a director. No provision in these Bylaws shall be deemed to change the at-will employment status of any officer of the Corporation.

The enumeration herein of particular powers shall not restrict in any way the general powers and authority of the officers.

Section 2. Terms. Except as provided in Section 3 of this Article II, each officer shall hold office for a term ending on the date of the annual meeting following such officer's election; provided, however, that the officer shall continue to serve in such office after such annual meeting until the officer is re-elected, or a successor is elected, to such office. No one term of an officer shall exceed three years.

Section 3. Vacancies. Any officer may resign at any time upon written notice to the Corporation addressed to it at its principal office or to its President or Secretary. An officer may be removed or may be declared disqualified to serve or incapable of serving by the Board. Upon the removal of an officer, the resignation or death of an officer, or a declaration that an officer is disqualified from service or incapable of serving, such office shall be vacant. A person may, at any time, be elected or named to fill such a vacancy in the same manner in which a person may initially be elected or named to such office. The removal of an officer shall be undertaken only upon a finding that the best interests of the Corporation will be served thereby and shall be without prejudice to the contractual rights, if any, of the officer so removed.

Section 4. Duties of the Chairman of the Board. The Chairman of the Board shall, when present, preside at all meetings of the Board. In general, such person shall perform all the duties incident to the office of chairman of the board. The Chairman of the Board shall perform such other duties as may be prescribed by these Bylaws or assigned to such person by the Board.

Section 5. Duties of the President. The President shall be the chief executive officer of the Corporation and shall be subject to the general direction of the Board. The President shall exercise day-to-day leadership and management of operations and functions of the Corporation and shall be responsible for the overall administration and management of the Corporation, including communications, operations, and fundraising. The President shall exercise general supervision over the property, business, and affairs of the Corporation, shall perform such other duties as may be prescribed by these Bylaws or assigned to such person by the Board, and shall coordinate the work of the other officers of the Corporation.

Section 6. Duties of the Secretary/Treasurer. The Secretary/Treasurer shall record the minutes of the meetings of the Board and shall have charge and custody of the funds, securities, and other like property of the Corporation and shall be responsible for the receipt, investment, safeguarding, and disbursement of the funds of the Corporation. The Secretary/Treasurer shall perform such other duties and exercise such other powers as may be prescribed by these Bylaws or assigned to such person by the Board or the President.

Section 7. Compensation of Officers and Employees. The officers and employees of the Corporation may receive such reasonable compensation for services rendered as the Board may deem appropriate. The Board will approve all compensation arrangements in advance of paying compensation and will document such arrangements in writing. Such documentation will include the names of those persons who decided or voted on the compensation arrangements, information about compensation paid by similarly-situated taxable or tax-exempt organizations for similar services (including any compensation surveys compiled by independent firms or actual written offers from similarly-situated organizations), and any other information on which the Board relied in making its decision. The Board shall review its compensation arrangements periodically.

Section 8. Loans to Directors and Officers. The Corporation shall make no loans to its directors or officers.

ARTICLE III Committees

Section 1. In General. The Board may, by a resolution passed by a majority of the directors then in office, create such committees as it may deem necessary or useful to promote the purposes and carry on the work of the Corporation. Each such committee shall consist of at least two directors who are elected to membership in such committee by the Board. To the extent authorized to do so in an enabling resolution, committees

may exercise the power of the Board, except that no committee shall have the power to do any of the following:

- (a) Amend or restate the Certificate of Formation;
- (b) Amend, alter, or repeal the Bylaws;
- (c) Adopt a plan for the distribution in liquidation of the assets of the Corporation;
- (d) Effect a dissolution of the Corporation;
- (e) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation;
- (f) Adopt a plan of merger or consolidation;
- (g) Authorize the conversion of the Corporation into another form of entity;
- (h) Elect, appoint, or remove any member of any such committee or any director or officer of the Corporation; or
- (i) Amend, alter, or repeal any action or resolution of the Board unless by its terms such resolution provides that it may be amended, altered, or repealed by such committee.

The Board may by resolution create other committees not having or exercising the authority of the Board. Persons serving on such committees need not be directors.

Section 2. Terms. Except as provided in Section 4 of this Article III and unless the committee shall sooner be terminated by the Board, each member of a committee shall hold office for a term ending on the date of the annual meeting following such member's election; provided, however, that the member shall continue to serve in such office after such annual meeting until the member is re-elected, or a successor is elected, to such office.

Section 3. Chairmen of Committees. Except as provided in this Article III, the Board shall appoint one member of each committee as chairman.

Section 4. Vacancies. Any member of a committee may resign at any time upon written notice to the Corporation addressed to it at its principal office or to its President or Secretary. A member of a committee may be removed or may be declared disqualified to serve or incapable of serving by the person or persons who, or body which, made the initial election or selection. Upon the removal of a member of a committee, the resignation or death of a member of a committee, or a declaration that a member of a committee is disqualified from service or incapable of serving, such office shall be vacant, and the number of members of the committee shall be deemed to be decreased

accordingly. A person may, at any time, be elected or selected to fill a vacancy in such committee in the same manner in which a person may initially be elected or selected for such committee.

Section 5. Meetings. Regular meetings of a committee shall be held at such times and places as the committee may determine. Special meetings of a committee may be called by (a) the chairman of the committee, (b) any officer of the Corporation, (c) a majority of the members of the committee, or (d) any employee of the Corporation, at the direction of one of the foregoing. Special meetings shall be held at such time and place as may be specified in the notice of the special meeting.

Section 6. Notice of Meetings. Notice of the time, day, and place of all meetings of committees shall be given to all members of such committee in person or by telephone, mail, e-mail, or facsimile. If the notice is sent by mail, it must be deposited in the United States first class mail or with a private mail carrier for overnight delivery, postage prepaid and addressed to the member at his or her address as it appears on the records of the Corporation, at least five days before the day of the meeting. If the notice is sent by any other method or is delivered in person, the notice must be sent or delivered before the meeting. A waiver of notice in writing signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be equivalent to the giving of notice.

Section 7. Quorum. Unless otherwise provided by resolution of the Board, a majority of the whole committee shall constitute a quorum.

Section 8. Written Consent Actions. Any action required to be taken or permitted to be taken by a committee of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the committee entitled to vote with respect to the subject matter thereof. The written consent action shall have the same force and effect as a unanimous vote of such committee and shall be filed with the minutes of the proceedings of such committee.

Section 9. Ratification of Committee Actions. It shall not be necessary for the Board to ratify any action of any committee, so long as the committee is acting within the powers granted herein.

Section 10. Rules of Governance. Each committee may adopt rules for its own governance not inconsistent with the Certificate of Formation, these Bylaws, or rules adopted by the Board. If a committee does not adopt such rules, the rules applicable to the Board shall apply to the committee.

ARTICLE IV

Execution of Documents

Section 1. Powers Generally. The Chairman of the Board, the President, and any Vice President are authorized, in their discretion and to the extent permitted herein and by the Alabama Nonprofit Corporation Law, to do and perform any and all corporate and official acts in carrying on the Corporation's business, including but not limited to the

authority to make, execute, acknowledge, and deliver all written instruments that may be necessary in the purchase, sale, lease, assignment, transfer, management, or handling in any way of property of any description held or controlled by the Corporation in any capacity. The Board may authorize any other officer or officers or agent or agents to enter into such instruments, and such authority may be delegated by the person so authorized. The Secretary, Treasurer, or any Assistant Secretary or Assistant Treasurer is authorized to attest the signature of another officer on such instruments; provided, however, that no person holding two offices shall attest his or her own signature.

Section 2. Expenditure Authorization. The Board may authorize any expenditures by the adoption of a budget. Other expenditures may be authorized by one officer, if less than \$500, or by any two officers if at least \$500 but less than \$3000. In applying this Section 2 to a contract with multiple payments, the aggregate of the payments under the contract shall be the "expenditure."

Section 3. Checks. All checks written on an account of the Corporation shall be signed by any two officers. The Treasurer may give receipts and endorse checks, drafts, and other instruments for the payment of money for deposit or collection by the Corporation.

ARTICLE V

Document Retention Policy

Section 1. Purpose. This Article V provides for the systematic review, retention and destruction of documents received or created by the Corporation in connection with the transaction of the Corporation's business. This Article V covers all records and documents, regardless of physical form and contains guidelines for how long certain documents should be kept and how records should be destroyed. This Article V is intended to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records, and to facilitate the Corporation's operations by promoting efficiency and freeing up valuable storage space.

Section 2. Document Retention. The Corporation shall abide by the document retention time periods provided below. Documents that are not listed but are substantially similar to a document which is listed shall be retained for the length of time provided for the listed document.

Corporate Records

Certificate of Formation	Permanent
Bylaws	Permanent
Board and Committee Minutes	Permanent
Annual Reports to Secretary of State/Attorney General	Permanent
IRS Form 1023 (Application for Tax-Exempt Status)	Permanent
IRS Determination Letter	Permanent
State Tax Correspondence	Permanent

Accounting and Corporate Tax Records

Annual Audits and Financial Statements	Permanent
General Ledgers	Permanent
IRS Form 990 (Tax Returns)	Permanent
Business Expense Records	7 years
IRS Form 1099s	7 years
Journal Entries	7 years
Invoices	7 years
Donor Records and Acknowledgement Letters	7 years
Grant Agreements and Applications	5 years after completion
Sales Records	5 years

Bank Records

Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years
Petty Cash Vouchers	3 years
Cash Receipts	3 years
Credit Card Receipts	3 years

Other

Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Copyright Registrations	Permanent
Contracts	7 years after completion
Leases	6 years after expiration
Correspondence	3 years

Section 3. Electronic Documents and Records. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, will be maintained for the appropriate amount of time if they are listed in Section 2 of this Article V. Email messages which are required to be maintained shall be printed in hard copy and placed in the appropriate file or stored in an archive computer file folder. Backup and recovery methods will be tested on a regular basis.

Section 4. Emergency Planning. The Corporation's records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to the Corporation's operations during emergencies will be duplicated or backed up at least every week and maintained off site.

Section 5. Document Destruction. The Corporation's officers shall be responsible for implementing this Article V. Any documents which are due for destruction but which contain confidential or proprietary information shall be shredded. Absent legal advice to the contrary as well as the consent of the Chairman of the Board, no documents

shall be destroyed during the course of any investigation or lawsuit which involves the Corporation or its employees, officers, directors, or agents.

Section 6. Compliance. Failure on the part of officers and employees to follow this Article V can result in disciplinary action. The Chairman of the Board will periodically review this Article V with legal counsel or the Corporation's certified public accountant.

ARTICLE VI

Conflicts of Interest

Section 1. Purpose. It is the policy of the Corporation that all persons who exercise substantial influence over the affairs of the Corporation should be free from the influence of conflicting interests when they act on behalf of the Corporation, and that they should act solely in the best interests of the Corporation, without regard to personal considerations. All transactions with persons who exercise substantial influence over the affairs of the Corporation shall satisfy the requirements to meet the rebuttable presumption of reasonableness under Section 4958 of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent federal tax law), and the regulations currently or hereafter promulgated thereunder (the "Code").

This Article VI provides procedures to be observed when the Corporation is contemplating entering into a Transaction that might benefit the private interest of a person who exercises substantial influence over the affairs of the Corporation, to require the reporting of such private benefits, to address the making of compensation determinations and the receipt of gifts, and to require annual statements of compliance with this Article VI. This Article VI is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to the Corporation, including Section 4958 of the Code.

Section 2. Definitions. For purposes of this Article VI:

- (a) A "Conflict of Interest" exists where any of the following are present:
 - (1) The Corporation is contemplating entering into a Transaction or Compensation Arrangement with an Interested Person or a Related Person; or
 - (2) The Corporation is contemplating entering into a Transaction in which an Interested Person's personal interests (or those of a Related Person), or interests which the Interested Person (or a Related Person) owes to others, arise simultaneously or appear to clash with those interests of the Corporation.

A Conflict of Interest does not exist when the Transaction will result in benefits to an Interested Person (or a Related Person) which are also available to a large group, or when the benefits are of inconsequential value. Further, a Conflict of Interest does not exist

when an Interested Person votes on the election of the Interested Person or others to unpaid positions.

- (b) "Compensation Arrangement" includes direct and indirect remuneration as well as gifts or favors.
- (c) "Governing Board" means the Corporation's Board of Directors or other body which is considering a Transaction.
- (d) "Influential Persons" means the employees and officers of the Corporation and any other persons who, based on all facts and circumstances, are in a position to exercise substantial influence over the affairs of the Corporation. Such term does not include Interested Persons.
- (e) "Interested Person" means the persons who are members of the Governing Board.
- (f) "Related Person" means (1) an Interested Person's spouse, siblings, ancestors, descendants, and the spouses of descendants and (2) a corporation, partnership, trust, or estate in which the Interested Person or any person described in (1) owns or will potentially own an investment or beneficial interest.
- (g) "Transaction" means a transaction, arrangement, or decision to be entered into by the Corporation.

Section 3. Disclosure of an Interested Person's Conflict of Interest. An Interested Person shall disclose any Conflict of Interest of the Interested Person to the Governing Board. Disclosure of the Conflict of Interest, including all material facts, shall be accomplished by written or oral notice delivered to the Governing Board at a meeting of the Governing Board. Thereafter, the Interested Person shall leave the meeting if requested to do so.

Section 4. Actions for Addressing an Interested Person's Conflict of Interest. With respect to any Conflict of Interest of an Interested Person disclosed to or identified by the Governing Board pursuant to this Article VI, the Governing Board shall take the following action:

- (a) The chairman of the Governing Board shall, if appropriate, appoint a disinterested person or committee to investigate a reasonable alternative to the Transaction;
- (b) After exercising due diligence, the Governing Board shall determine whether the Corporation can secure, with reasonable efforts, a more advantageous Transaction such that no Conflict of Interest is present; and

- (c) If a more advantageous Transaction cannot be secured without creating a Conflict of Interest, the Governing Board shall determine whether the Transaction is fair and reasonable to the Corporation, in its best interest, and for its own benefit. The Corporation shall thereafter make its decision as to whether to enter into the Transaction.

No Transaction between the Corporation and an Interested Person or a Related Person shall be either void or voidable solely because of a Conflict of Interest, if the Conflict of Interest is disclosed to the Governing Board, and the underlying Transaction is found to be fair and reasonable to the Corporation and in the best interest of the Corporation, in accordance with this Article VI.

All decisions of the Governing Board shall be taken by a majority vote of the disinterested members of the Governing Board. With respect to proceedings required by this Section 4, the minutes of meetings of the Governing Board shall contain:

- (aa) The names of the Interested Persons who disclosed or otherwise were found to have a Conflict of Interest;
- (bb) The nature of the Conflict of Interest;
- (cc) Any action taken to determine whether the Transaction was or would be fair and reasonable to the Corporation and in its best interest;
- (dd) The determination of the Governing Board as to whether the Transaction in fact was or would be in the best interest of the Corporation; and
- (ee) The names of the persons who were present for discussions and votes relating to the Transaction, the content of the discussion, including any alternatives to the Transaction, and a record of any votes taken in connection with the proceedings.

Section 5. Conflicts of Interest for Influential Persons. The preceding sections of this Article VI apply to Conflicts of Interest involving Interested Persons. Influential Persons shall also be subject to this Article VI as follows:

- (a) The definitions of "Conflict of Interest" and "Related Person" shall be applied by substituting "Influential Person" for "Interested Person."
- (b) In the event that an Influential Person has a role in the contemplation of a Transaction which is a Conflict of Interest, the Influential Person shall disclose the Conflict of Interest to a supervisor who is disinterested. The Influential Person shall thereafter not be involved in the Transaction. Rules similar to those in Section 4 of this Article VI shall be applicable to the deliberations of the disinterested supervisor.

Section 6. Failure to Disclose a Conflict of Interest. If the Board has reasonable cause to believe any Interested Person or Influential Person has failed to make the disclosure required by this Article VI, the Board shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. After hearing the response, if any, of the person, and after making further investigation as warranted by the circumstances, the Board shall take appropriate disciplinary and corrective action.

Section 7. Annual Statements. Each year at the Board's annual meeting, the Board shall identify the Interested Persons and the Influential Persons. Thereafter, each Interested Person and each Influential Person shall complete and affirm a statement, in the form of **Exhibit A** attached hereto, that such person (a) has received a copy of this Article VI; (b) has read and understands this Article VI; (c) has agreed to comply with this Article VI; and (d) understands the Corporation is a nonprofit organization and that, in order to maintain its tax-exempt status, the Corporation must engage primarily in activities which accomplish one or more of its exempt purposes.

Section 8. Periodic Reviews. To ensure the Corporation operates in a manner consistent with its purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted by the Board. Any such review shall be conducted at or in conjunction with an annual meeting of the Board and shall address the following subjects:

- (a) whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and
- (b) whether partnerships, joint ventures, and arrangements with management organizations in which the Corporation participates, conform to the Corporation's written policies, are properly recorded, reflect reasonable investments or payments for goods and services, further the purposes of the Corporation, and do not result in any inurement, impermissible private benefit or in any excess benefit transaction.

When conducting the periodic reviews provided for in this Section 8, the Corporation may, but need not, use outside advisors. Use of outside experts shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE VII

Whistleblower Policy

The Corporation will adhere to all laws and regulations that apply to it. The support of all employees, officers, and directors is necessary to achieving compliance with various laws and regulations. The Corporation will not retaliate against an employee, officer, or director who, in good faith, has made a protest as to, complained about, disclosed, or threatened to disclose some practice of the Corporation to a supervisor, public body, or

law enforcement officer on the basis of a reasonable belief that the practice is in violation of a law, rule, or regulation or is in violation of a clear mandate of public policy.

Employees, officers, and directors are encouraged to make such protests, complaints, and disclosures within the Corporation prior to seeking redress outside the Corporation. Any employee may make such complaints in writing to such employee's supervisor, any officer, or any director. Any officer may make such complaints in writing to any superior officer or any director. Any director may make such complaints in writing to the Chairman of the Board.

Any person receiving such a complaint shall immediately report it to the Chairman of the Board (or to some other director of the Corporation who is not implicated by the complaint), and the receiver of the report shall appoint a committee of three directors to investigate the complaint. The results of such investigation shall be distributed to the Board within thirty days of appointment of such committee. If, given the nature of the complaint, a committee of the Board cannot be appointed, legal counsel shall be consulted and appropriate actions taken.

An employee, officer, or director who files a complaint must be acting in good faith and must have reasonable grounds for believing the information disclosed indicates a violation of a law, rule, or regulation or is in violation of a clear mandate of public policy. Any allegations that prove not to be substantiated and which prove to have been made maliciously or with knowledge of their falsity will be subject to disciplinary action.

ARTICLE VIII

Investments

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in any manner whatsoever and to invest and reinvest any funds held by it according to the judgment of the Board; provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or if it would result in the denial or loss of status as a tax-exempt organization under the provisions of Section 501(c)(3) of the Code. This Article VIII shall not be applicable to any funds which are subject to the Alabama Uniform Prudent Management of Institutional Funds Act, Sections 19-3C-1, et seq., Code of Alabama (1975) as amended.

ARTICLE IX

Principal Place of Business

The principal place of business of the Corporation shall be in Montgomery County, Alabama, or at such other place or places as may be designated from time to time by the Board.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall begin on January 1 and shall end on December 31, but may be changed by the Board.

ARTICLE XI Amendments

These Bylaws may be amended, repealed, or altered in whole or in part by the Board at any meeting which is duly convened after notice of such purpose.

ARTICLE XII Immunity

Section 1. Statutory Immunity for Officers. Pursuant to Sections 10A-20-16.01, *et seq.*, Code of Alabama (1975) as amended, each noncompensated officer and member of a governing body of the Corporation shall be immune from suit and not subject to civil liability arising from the conduct of the affairs of the Corporation except as follows: (a) his or her act or omission gives rise to a cause of action and amounts to willful or wanton misconduct or fraud, or gross negligence, (b) the civil action is brought by the Corporation, (c) the cause of action relates to a personal injury to, or death of, another person or property damage arising from an accident inflicted by the officer or director acting within the line and scope of his or her duties, or (d) an action is brought by the Department of Examiners of Public Accounts.

Section 2. Statutory Immunity for Volunteers. Pursuant to Section 6-5-336, Code of Alabama (1975) as amended, all volunteers shall be immune from civil liability on the basis of any act or omission of such volunteer resulting in damage or injury if both (a) the volunteer was acting in good faith and within the scope of such volunteer's official functions and duties for the Corporation, and (b) the damage or injury was not caused by willful or wanton misconduct by such volunteer. For purposes of this Section 2, the term "volunteer" shall include all persons performing services for the Corporation without compensation (other than reimbursement for actual expenses incurred), and such term shall include any such person serving as a director, officer, trustee, or direct service volunteer.

Section 3. Other Statutes. If the Alabama Nonprofit Corporation Law, any successor statute thereto, or any other statute should authorize the further elimination or limitation of the liability of an officer of the Corporation, then the liability of an officer or director of the Corporation shall be so eliminated or limited without any further action of this Corporation.

ARTICLE XIII Indemnification

Section 1. Definition. For purposes of this Article XIII, the term "officer" shall include current and former officers, directors, trustees, and the members of any other governing body of an entity, as well as the respective heirs, executors, and administrators of any of the foregoing.

Section 2. In General. The Corporation intends to provide the broadest indemnification that is authorized and permitted by law to its officers. All persons covered

by the immunity provisions referred to in Article XII shall receive the full benefit of those provisions.

Section 3. Scope of Indemnification. The Corporation shall indemnify any officer of the Corporation and any officer of the Corporation who is or was serving at the request of the Corporation as an officer of another profit or nonprofit enterprise, against all liabilities and expenses incurred in any threatened, pending, or completed proceeding in which the person is made a party by reason of being or having been an officer, except such liabilities and expenses as are incurred because of the person's gross negligence or gross misconduct in the performance of his or her duties. The Board is hereby empowered to cause the Corporation to indemnify or contract in advance to indemnify any person not otherwise specified in this Section 3.

Section 4. Payment of Expenses in Advance. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred in a proceeding by the persons who are indemnified in this Article XIII upon receipt of an undertaking from the person to repay the same if it is ultimately determined that the person is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of such person and shall be accepted without reference to the person's ability to make repayment.

Section 5. Indemnification Insurance. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article XIII and may also procure insurance, in such amounts as the Board may determine, on behalf of any person who is an officer of another profit or nonprofit enterprise, against any liability asserted against or incurred by such person in any such capacity or arising from such person's status as such, whether or not the Corporation would have power to indemnify such person against such liability under the provisions of this Article XIII.

Section 6. Legal Determinations. Unless ordered by a court, indemnification pursuant to this Article XIII shall be made only after a determination that indemnification meets the standards set forth herein. Such determination shall be made by the Board, if a quorum can be assembled of persons who were not parties to, or who have been wholly successful with respect to, such proceeding. If a quorum cannot be assembled, or if the Board shall so direct, then the determination shall be made in a written legal opinion issued by legal counsel agreed upon by the Board and the proposed indemnitee. If the Board and the proposed indemnitee are unable to agree upon such special legal counsel, the Board and the proposed indemnitee each shall select a nominee, and the nominees shall select such special legal counsel.

Section 7. Amendments to Article XIII. The provisions of this Article XIII shall be applicable to all actions, claims, suits, or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification, or repeal of this Article XIII shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue, or matter in any then-pending or subsequent proceeding that is based in any

material respect on any alleged action or failure to act prior to such amendment, modification, or repeal.

**ANNUAL DISCLOSURE STATEMENT
FOR
MG MIX**

I, _____, hereby certify the following:

1. I have received a copy of the Conflicts of Interest Policy included in Article VI of the Bylaws of MG Mix (the "Policy");
2. I have read the Policy;
3. I understand the Policy;
4. I agree to comply with the Policy; and
5. I have previously disclosed any conflicts of interest in accordance with the Policy.

Dated _____, ____.

By: _____
Name: _____
Title: _____

Action of the Board of Directors

of

MGMix

by Unanimous Written Consent

Acting by unanimous written consent, the undersigned, constituting all of the directors of MGMix, an Alabama nonprofit corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED, that the Corporation's Certificate of Formation and all actions of the Incorporator named therein are hereby ratified and approved in all respects, and that the Secretary of the Corporation is hereby directed to place a said Certificate of Formation, in the minute book of the Corporation;

RESOLVED, that the Bylaws, including without limitation the Conflict of Interest Policy contained therein, attached hereto as Exhibit A, are adopted and declared to be the Bylaws of the Corporation, and that the Secretary of the Corporation is hereby authorized and directed to place a copy of such Bylaws in the minute book of the Corporation;

RESOLVED, that the following named persons are hereby nominated, elected, and confirmed as officers of the Corporation to serve in the offices shown opposite their respective names until the first annual meeting of the Board of Directors and until their successors have been duly elected and qualified:

<u>Name</u>	<u>Office</u>
Louis Ialacci	Chairman of the Board
Louis Ialacci	President
Marcus Holt	Secretary/Treasurer

RESOLVED, that the appropriate officers of the Corporation are hereby authorized and directed to do all acts, and to make, file, and record all documents required to open such bank accounts in the name of and in behalf of the Corporation as they may deem necessary; that the form or forms of authorization to open such bank accounts required by any such bank is hereby adopted; that any other resolution or corporate action required in order to open such bank accounts is hereby adopted; that the appropriate officers of the Corporation are hereby authorized and directed to certify the adoption of any such authorization and resolution as if the language thereof were set forth in full in this resolution so long as the substance thereof is consistent with the objective of this resolution; that copies of all authorizations and resolutions so certified be placed with this resolution in the records of the Corporation; and that the Board of Directors does hereby approve, ratify, and confirm in advance all acts that the officers of the Corporation may perform pursuant to the foregoing resolution; and

RESOLVED, that the President be and hereby is authorized and directed to do all acts, and to review, approve, and authorize the filing and recordation of all forms and documents necessary to receive a determination letter from the Internal Revenue Service recognizing the Corporation's status as a tax-exempt entity under Internal Revenue Code Section 501(c)(6) as the President may deem necessary; that the form or forms of authorization required by the Internal Revenue Service to receive such determination letter is hereby adopted; that any other resolution or action of the Corporation which is required in order to receive such determination letter is hereby adopted; that the appropriate officers of the Corporation are hereby authorized and directed to certify the adoption of any such authorization and resolution as if the language thereof were set forth in full in this resolution so long as the substance thereof is consistent with the objective of this resolution; that copies of all authorizations and certifications be placed with this resolution in the minute book of the Corporation; and that the Corporation does hereby approve, ratify, and confirm in advance all acts that the officers of the Corporation may perform pursuant to the foregoing resolution; and

RESOLVED, that the appropriate officers of the Corporation are hereby authorized and directed to do all acts, and to make, file, and record all documents required to purchase officers and directors liability insurance in the name of and on behalf of the officers and directors of the Corporation as they may deem necessary; that the form or forms of authorization required to purchase such liability insurance required by any such insurer is hereby adopted; that any other resolution or action of the Corporation which is required in order to purchase such liability insurance is hereby adopted; that the appropriate officers of the Corporation be and hereby are authorized and directed to certify the adoption of any such authorization and resolution as if the language thereof were set forth in full in this resolution so long as the substance thereof is consistent with the objective of this resolution; that copies of all authorizations and certifications be placed with this resolution in the minute book of the Corporation; and that the Board of Directors does hereby approve, ratify and confirm in advance all acts that the officers of the Corporation may perform pursuant to the foregoing resolution.

RESOLVED, that the undersigned further consent to the execution of this document in counterpart originals. Each such counterpart shall constitute an original and, altogether, such counterparts shall constitute an act of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this document and direct that it be filed with the proceedings of the Board of Directors of the Corporation as of _____, 2018.

DIRECTORS:

Todd Strange

Elton N. Dean, Sr.

Louis Ialacci

David G. Bronner

Reid Fishler

James Ashton

Martin Hannigan

**DESIGNATION OF REPRESENTATIVE
ON
BOARD OF DIRECTORS
FOR
MGMix**

Pursuant to Section 2 of the Bylaws of MGMix, an Alabama nonprofit corporation ("MGMix"), the undersigned member of the Board of Directors of MGMix hereby designates the following individual to serve in my stead until such time as this designation is revoked or MGMix action otherwise precludes service by such designee:

{Insert Name of Board Designee.}

Dated this _____ day of _____, 2018.

Name: _____

Title: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: April 11, 2018

RE: Invitation to Bid No. 51965-18B-011
Computer Hardware Maintenance

I request approval of award on the above referenced Invitation to Bid, to the lowest responsible bidder, SHI International Corporation, in the amount of \$29,239.27, based on unit pricing for computer hardware maintenance, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

Based on a customer reference that was provided by the lowest bidder, The Jasper Group International, Inc., the Information Systems Director and Information Systems Manager wishes to move forward with approval of award to SHI International Corporation, the second lowest bidder.

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

Coordination of award made with Lou Ialacci, Director of Information Systems and Larry Kennedy, Information Systems Manager.

Attachment

Interoffice Memo

To: Myrtle Singleton

From: Lou Ialacci 

Cc: Larry Kennedy, Donnie Mims, Florence Cauthen

Date: April 10, 2018

Re: ITB 51965-18B-011 Recommendation

Below is Larry Kennedy's recommendation regarding this bid. Larry and I have discussed the bids at great length and I am comfortable and support his recommendation.

"I evaluated the bid responses for ITB 51965-18B-011 starting with the lowest bidder, The Jasper Group International, who bid \$11,980.00. The bid response package looked OK although the amount was much, much lower than the other bids. However, when I contacted the customer references for The Jasper Group International I received a "Not Recommend for Mission-Critical Equipment" report from one of their customer references. I have decided to move on to the next lowest bidder, SHI International, at \$29,239.27. I have contacted all of the customer references for SHI International and all gave high marks for their service. During the customer contacts it became apparent to me that SHI International probably resells services from Park Place Technologies which appears to be a legitimate third-party computer room maintenance provider. This arrangement seems to be permitted by our ITB document and from what I can tell Park Place Technologies appears to be a first -class maintenance provider. Also, SHI International's quote included in the ITB response includes maintenance on all of the SAN disk drives which was not a requirement of the ITB and makes the quoted price more of a bargain. There may be some issues in the SHI International bid response with the legal terminology in the ITB but I am assuming that this can be worked out. Based on that assumption I am recommending that we award the bid to SHI International."

Please submit this to the Commission for their approval. Thank you

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 97 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-18B-011				Electric Risk Consultants 456 Route 22 West Whitehouse Station, NJ 08889 Attn: Stathis Zambis (908) 823-0960 Minority Business Owned Yes X No		CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Attn: Matt Flood (877) 592-2203 Minority Business Owned Yes X No		Alternative Maintenance Solutions of GA, Inc. 251 Tiger Wy, Peachtree City, GA 30269 Attn: Ronald Ealy (770) 480-2253 Minority Business Owned Yes X No		Courtland Technology Industry 1623 Central Ave. Ste 145 Cheyenne, WY 82001 Attn: Geoff Prosser (800) 393-2099 Veteran Owned		Jasper Group 131 NE 7th Ave. Delray Beach, FL 33483 Attn: Phillip Culmone (561) 278-1959 Minority Business Owned Yes X No	
DATE ISSUED: March 8, 2018													
DATE OPENED: MARCH 27, 2018													
DEPARTMENT REQUESTING: Information Systems													
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
	Computer Hardware Maintenance		1	\$50,640.00	\$50,640.00	\$30,140.21	\$30,140.21	\$39,660.00	\$39,660.00	\$58,945.75	\$58,945.75	\$11,980.00	\$11,980.00
TOTAL BID AMOUNTS					\$50,640.00		\$30,140.21		\$39,660.00		\$58,945.75		\$11,980.00

5-3
Notes:
 CDW Government- See quick quote summary

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51965-18B-011					SHI International Corp. 290 Davidson Ave. Somerset, New Jersey 08873 Attn: Natalie Castagno (205) 552-6749 Minority Business Owned X Yes No									
DATE ISSUED: March 8, 2018														
DATE OPENED: MARCH 27, 2018														
DEPARTMENT REQUESTING: Information Systems														
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	
	Computer Hardware Maintenance		1	\$29,239.27	\$29,239.27									
TOTAL BID AMOUNTS						\$29,239.27								

h-5

Notes:
SHI: see terms and conditons

MEMORANDUM OF UNDERSTANDING

City of Montgomery and the Montgomery County Commission

Fairview Farmer's Market

150 West Fairview Avenue, Montgomery, Alabama 36105

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this day __ of April 2018, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission"), collectively referred to as "Parties".

The terms of this MOU between the City and Commission are as follows:

In an effort to keep the availability of fresh fruits and vegetables to the citizens of Montgomery that live in the neighborhoods surrounding the Farmer's Market on 150 West Fairview Avenue, the City and the Commission agree to subsidize the Farmer's Market.

The Commission agrees to pay the City \$10,000 annually, with a one-time payment in May of each year.

The City agrees to pay the utilities and maintain the building that houses the Farmer's Market.

The term of this Agreement will be for three (3) years starting on the date of execution by both the Mayor and the Chairman of the County Commission and will have an automatic renewal. Either party may cancel this agreement with a 30 day notice.

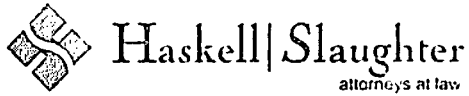
WHEREFORE, the Parties have executed this Agreement as of the date of the signatures.

Todd Strange, Mayor
City of Montgomery

Elton N. Dean Sr., Chairman
Montgomery County Commission

Witness

Witness



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

April 12, 2018

TT6

To: Donnie Mims
From: Thomas T. Gallion, III
Re: MOU Fairview Farmer's Market

I have reviewed your request of April 9, 2018, and I have reviewed the MOU regarding Fairview Farmer's Market.

It is my opinion that the MOU is acceptable as is and will be binding on all parties upon execution.

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

50051-317

6-2

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

MAY - 2 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 49

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

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

JUSTIFICATION:

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

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 44

AGENDA

MAY - 1 2017

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

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

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

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

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: April 11, 2018

RE: Contract No. 51988-17B-011
Employee Luncheon

I request that the attached Amendment No. 1 to Chappy's Deli contract for employee luncheon be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning April 17, 2018 and ending on April 16, 2019.

Chappy's Deli would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contact extension has been coordinated with Florence Cauthen, Deputy Administrator

Attachment

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

**Amendment
To
Contract # 51988-17B-011**

Amendment No. 1

Contract for Chappy's Deli, is hereby extended for one (1) year beginning April 17, 2018 and ending April 16, 2019.

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

All other provisions of the contract will remain the same.

WITNESS:

CHAPPY'S DELI

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MLS*
DATE: April 10, 2018
RE: Invitation to Bid No. 52603-18B-012
Corrections Staff Uniforms

Request approval of award on the above referenced Invitation to Bid to the low bid Cintas Corporation, in the amount \$8,269.96 based on unit pricing, be placed on a future agenda. (Copy of spreadsheet attached.)

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

Coordination of award made with Beverly Wise, Juvenile Court Administrator and Brandi Alexander, Juvenile Detention Director.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR QUOTES:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52603-18B-012					Bob Barker 134 N. Main Street Fuquay Varina, NC27526 Attn: Betsy Copeland (919) 753-1654 Minority Business Owned Yes X No		North America Fire Equipment Co. 1515 W. Moulton St. Decatur, AL 35601 Attn: Brian Oaks (877) 592-2203 Minority Business Owned Yes X No		Galls, LLC 1340 Russell Cave Road. Lexington, KY 40505 Attn: R. Michael Andrews (800) 876-4242 Minority Business Owned Yes X No		Municipal & Commerical Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011 Minority Business Owned Yes X No		Cintas 2765 Gunter Park Dr West Montgomery, AL 36109 Attn: Jeremy Mills (334) 260-4565 Minority Business Owned Yes X No	
DATE ISSUED: March 9, 2018														
DATE OPENED: March 29, 2018														
DEPARTMENT REQUESTING: Youth Facility														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:							TBD		30 DAYS		30 ARO		2 wks ARO	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
6	Poly Uniform Blazer													
	Model JA809													
	Size 2-18		4	\$55.00	\$220.00	\$53.00	\$212.00	\$49.50	\$198.00	\$58.00	\$232.00	\$57.99	\$231.96	
	Size 20-28		4	\$65.00	\$260.00	\$61.00	\$244.00	\$59.35	\$237.40	\$73.00	\$292.00			
7	Optional Embrodiery of Badge		40	No Bid		\$7.50	\$300.00	\$7.00	\$280.00	\$5.00	\$200.00	\$7.50	\$300.00	
8	Optional Embrodiery of Name		40	No Bid		\$3.00	\$120.00	\$3.50	\$140.00	\$2.50	\$100.00	\$6.50	\$260.00	
	Total Cost Items 1-6				\$9,150.00		\$16,056.00		\$8,886.20		\$16,804.00		\$7,709.96	
	Total Cost of Items 1-8				\$9,150.00		\$16,476.00		\$9,306.20		\$17,104.00		\$8,269.96	
	additonal cost for size 3XL - 4XL								\$350.80					
	24 BIDS MAILED													

2-8

Notes:

Bob Barker- has a minimum \$200 order requirement

Galls- See Bid Proposal charge extra for 3x, 4x on items 1,2,3,4.

Cintas- Items 1- 4 no additional charges for 2XL-4XL. Item 5 not available in 4XL

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR QUOTES:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52603-18B-012				Bob Barker 134 N. Main Street Fuquay Varina, NC27526 Attn: Betsy Copeland (919) 753-1654 Minority Business Owned Yes X No		North America Fire Equipment Co. 1515 W. Moulton St. Decatur, AL 35601 Attn: Brian Oaks (800) 628-6233 Minority Business Owned Yes X No		Galls, LLC 1340 Russell Cave Road, Lexington, KY 40505 Attn: R. Michael Andrews (800) 876-4242 Minority Business Owned Yes X No		Municipal & Commerical Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011 Minority Business Owned Yes X No		Cintas 2765 Gunter Park Dr West Montgomery, AL 36109 Attn: Jeremy Mills (334) 260-4565 Minority Business Owned Yes X No	
DATE ISSUED: March 9, 2018													
DATE OPENED: MARCH 29, 2018													
DEPARTMENT REQUESTING: Youth Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:						TBD		30 Days		30 ARO		2 wks ARO	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Vertical Soft Shell Jacket												
	Model J319 or approved equal												
	Size XS- XL		40	\$43.00	\$1,720.00	\$55.00	\$2,200.00	\$53.85	\$2,154.00	\$58.25	\$2,330.00	\$54.99	\$2,199.60
	Size 2XL- 4XL		40	\$46.00	\$1,840.00	\$58.00	\$2,320.00	\$55.40	\$55.40	\$62.50	\$2,500.00		
2	Hybrid Soft Shell Jacket												
	Size XS- XL		40	\$36.50	\$1,460.00	\$48.00	\$1,920.00	\$46.15	\$1,846.00	\$50.00	\$2,000.00	\$47.99	\$1,919.60
	Size 2XL- 4XL		40	\$39.50	\$1,580.00	\$50.00	\$2,000.00	\$47.70	\$47.70	\$54.00	\$2,160.00		
3	Long Sleeve Polo												
	Model K455LS or approved equal												
	Size XS- XL		40	No Bid		\$26.00	\$1,040.00	\$23.10	\$924.00	\$24.75	\$990.00	\$25.99	\$1,039.60
	Size 2XL- 4XL		40	No Bid		\$29.00	\$1,160.00	\$24.60	\$24.60	\$29.00	\$1,160.00		
4	Pro Fleece Full Zip Vest												
	Model F228 or approved equal												
	Size XS- XL		40	\$24.25	\$970.00	\$33.00	\$1,320.00	\$30.75	\$1,230.00	\$33.25	\$1,330.00	\$32.99	\$1,319.60
	Size 2XL- 4XL		40	\$27.50	\$1,100.00	\$36.00	\$1,440.00	\$32.30	\$32.30	\$37.50	\$1,500.00		
5	5.11 Utility Short Sleeve Polo												
	or approved equal												
	Size XS- XL		40	No Bid		\$26.00	\$1,040.00	\$20.25	\$810.00	\$27.50	\$1,100.00	\$24.99	\$999.60
	Size 2XL- 4XL		40	No Bid		\$29.00	\$1,160.00	\$24.40	\$976.00	\$30.25	\$1,210.00		

Notes:

8-3

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Engineering
DEPARTMENT HEAD: George Speake
SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title College Intern
Position Number To be determined
Pay Grade N/A Pay Range 7.6509/Hr
Proposed Effective Date June 4, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The Engineering Department would like to use a college student as an intern for the Summer semester. The student will work approximately 40 hours per week for 12 weeks.

George Speake
Department Head

Date April 3, 2018

FINANCIAL IMPACT:

The estimated cost of the intern position is \$4,000. The current Engineering budget has funds to cover the cost.

Sherrill Thomas
Finance Director

Date 4/9/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

April 11, 2018

MEMORANDUM

TO : Ms. Florence Cauthen, Deputy County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham *D. U.*
Montgomery County Sheriff's Office

SUBJECT : Request for Additional Part-Time Deputies

I have been approached by several County Department Heads regarding a need to secure our Probate and Revenue Annex buildings. I have met with my staff and we have come up with how many deputies would be needed to allow them their allotted off time. Please note that part-time Deputies work approximately 20 hours per week and to sufficiently secure these areas, an additional ten (10) Deputies would need to be hired.

I am requesting approval, if you all would like the Sheriff's Office to take over security of these designated locations. Please note that this matter would take approximately 1-2 months to hire these personnel as we would have to open the personnel register in order for those to apply. In all, the process would take 2½ - 4 months to have everyone hired and in place which would hopefully be around the first part of July.

If you all would like to proceed with this matter. I am available to discuss this matter further.

DC/crv

cc: Mr. Donnie Mims, County Administrator

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff - Part Time

Position Number 10 positions to be determined

Pay Grade PS1-5 Pay Range \$18.9694/Hour

Proposed Effective Date May 7, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

To provide a more secure presence at the County Probate satellite offices, I recommend that we use part-time Deputy Sheriff's that will be supervised by the Sheriff Office. This will replace the current contracted services. A total of ten positions are needed to provide this service.

Derrick Cunningham
Department Head

Date April 11, 2018

FINANCIAL IMPACT:

The estimated cost of each part time Deputy Sheriff is \$20,700 including benefits. The estimated annual financial impact is \$127,000. (The cost of ten positions,\$207,000, less the current contracted services of \$80,000)

Sherrill Thomas
Finance Director

Date 4/11/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

MONTGOMERY
AREA CHAMBER OF COMMERCE

April 12, 2018

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

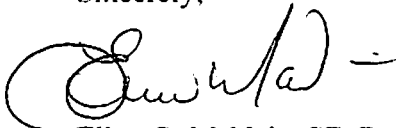
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday 16, 2018 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE RIVER REGION.

Donald Mims

From: Terrence Baldwin <terrence@meowcares.org>
Sent: Thursday, April 12, 2018 1:29 PM
To: Donald Mims
Attachments: County Commission Presentation.pdf

Commissioner Dean,

This is Terrence Baldwin. I hope all is well with you. I am writing you in hopes that I could have your support as I prepare to present to The Commission. MEOW Cares, Inc. is a non profit organization where I serve as executive director. We improve our community by providing beneficial music education services to area youth. The two programs that I am specifically asking the commission to support are Spectrum Jam, music lessons for autistic youth, and Camp Kids Groove, a two week summer camp. Attached are my proposal, and video of the two projects. Whatever you can do to help would be greatly appreciated.

Spectrum Jam

https://www.youtube.com/watch?v=Y60WF3t_0tA

Camp Kids Groove

<https://www.youtube.com/watch?v=C9Ukgv7tR6w>

Terrence Baldwin, Sr.
Executive Director
334-657-7560
terrence@meowcares.org
www.meowcares.org

MEOW CARES, INC.



County Commission Proposal

Prepared for: Montgomery County Commission

Prepared by: Terrence Baldwin, Director

April 1, 2018

Proposal number: 323

WHO IS MEOW CARES, INC.?

We are a nonprofit organization created to enhance the community through music education. MEOW is an acronym for Music Education On Wheels. This speaks to our ability to be mobile with our purpose. We realize the importance of having access to quality musical experiences and how it impacts the growth of young learners. This is why we are driven to carry out our mission while being innovative in moving education forward.

Our mission is to educate, inspire, heal, and replenish the world through music education using an authentic connection with human spirits. Through our mission, we plan to find relevant ways to insert our efforts throughout the community.

We currently serve our community through the following projects:

STEAM Academy

Scholarships for Music Lessons

Camp Kids Groove

Spectrum Jam

WHAT IS SPECTRUM JAM?

Spectrum Jam is our newest project geared towards providing music lessons to youth on the autism spectrum.

Autism: a neurodevelopment disorder characterized by impaired social interaction, verbal and nonverbal communication, and restricted and repetitive behavior.

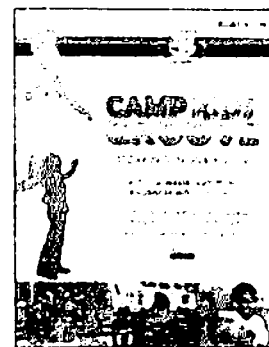


Students come in once a week to receive instruction in music. These services are designed to increase confidence, develop learning habits, improve motor skills, curb depression and much more.

OUR SUMMER ENRICHMENT?

Camp Kids Groove is a two week exploration in music education. Kids receive a crash course in piano, guitar, voice and drums. Last year, we were able to offer scholarships to a dozen families who applied for assistance.

We are presently in partnership with Common Ground to facilitate enrichment experiences during the month of June.



MEOW CARES, INC.

HOW YOU CAN HELP

These programs would not have been as successful without the volunteerism and donations from the community. Due to the impact of this previous work, we are expecting growth in all areas. We would like for the city to assist in providing funding to help us execute these projects.

BUDGET

Here is a projected budget

Description	Quantity	Unit Price	Cost
6 months for 10 kids for Spectrum Jam	10	\$ 900	\$ 9,000
12 scholarships to Camp Kids Groove	12	\$ 250	\$ 3,000
STEAM Academy	1	\$ 3,000	\$ 3,000
Total			\$ 15,000



1348 Carmichael Way • Montgomery, AL 36106
Phone: (334) 272-1820 • Fax: (334) 272-4614 • www.golfound.org

April 4, 2018

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

Dear Chairman Dean:

The Gift of Life Foundation has submitted a request for funding to the Montgomery County Commission in the amount of \$8,245 for the Safe Babies Initiative. Commissioner Dan Harris has agreed to serve as the sponsor.

The Safe Babies Initiative will compliment Gift of Life's Safe Sleep Campaign where portable cribs are provided to families that cannot afford one. The Safe Babies Initiative will provide Halo Sleep Sack Swaddles, electrical socket covers, safety gates and the Safe Sleep Baby, Safe and Snug (Love Baby Healthy) book to clients with a new birth. The Safe Sleep Baby, Safe and Snug (Love Baby Healthy) book reinforces safe sleep techniques. Portable cribs will be provided on an as need basis. The goal of this project is to assist clients provide a safe home environment for infants and toddlers to live and thrive.

Gift of Life Foundation (GOL), a non-profit, 501(c)(3) community-based organization, was founded in 1988 to reduce Montgomery County's high infant mortality rate. Today, GOL is building a stronger Montgomery County through home visiting, mobile family coaching and other support programs that improve the health and well-being of the 554 at-risk families we serve. Our motto is: Healthy Mothers, Healthy Babies, Healthy Communities. Our programs address the maternal-child health needs of pregnant women, and parenting mothers and fathers and caregivers of infants and children through the age of two (2). Our goal is to reduce infant mortality, preterm birth and low birth weight; equip mothers to have a healthy pregnancy and birth outcome; provide effective parenting skills; and help mothers become more self-sufficient. Our goal is accomplished through our community outreach programs: Nurse-Family Partnership, Parents as Teachers, Mobile Family Coaching and Fathers in Action.

We ask for your support of the Safe Babies Initiative. Please let me know if additional information is required. Thank you for your time and consideration,

Kind regards,

Cheryl G. Davis, D.H.A.
Executive Director

13-1

Montgomery County Commission Non-Profit Agency Funding Request



Name of Agency	The Gift of Life Foundation
Website	www.golfound.org
Primary Physical Address with Zip Code	1348 Carmichael Way, Montgomery, AL 36106
Executive Director's Name	Cheryl G. Davis
Executive Director's Phone	Business: 334-273-3084 Cell: 334-303-8889
Year Organization Founded	1988
Agency Mission/Function	To improve the health and well-being of at-risk mothers and babies to build stronger communities.
Event/Activity to be Funded	Safe Babies Initiatives
How will the funds be used?	Funds will be used to purchase sleep sack swaddles, electrical socket covers, safety gates, safe sleep books and portable cribs.
Amount Requested	\$8,245
Other Source(s) contacted for Funding and Amounts Requested and Received	City of Montgomery, Central Alabama Community Foundation
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	No
Please provide all of the following documents for review by the Commission:	
501(c)(3) Tax Exempt Status Letter	Attached
Articles of Incorporation & Any Amendments	Attached
Signed Bylaws	Attached
W-9 Form	Attached
Board of Directors	Attached
Most Recent Financial Statement	Attached
Most Recent Audit, if available	Attached
Current Budget	Attached
Most Recent IRS Form 990	Attached
Person Completing Form	Cheryl G. Davis
Email address	cdavis@golfound.org
Title	Executive Director
Date	

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

Tammy Nix

From: Donald Mims
Subject: FW: YMCA Teen Achievers Request
Attachments: Achievers Flyer.pdf; Sponsorship Flyer .pdf; Sponsorship Request-County.pdf

Hello Commissioner Singleton,

Last year you sponsored my appearance at the County Commission meeting work session.

The YMCA Teen Achievers programs are dedicated to college preparation and career readiness for high school students through Montgomery County. The teens participate in several activities such as college tours, job shadowing, ACT/Prep courses, and community service. The program has been life changing for so many students in Montgomery. We are currently looking for community support for the teens to participate in the Achievers programs. Unfortunately, many of our students do not have the opportunity to seek out higher education such as paying for college applications or visiting colleges.

I am hopeful that the County Commission would like to be one of our community sponsors this year. Sponsorship will assist in funding for ACT test registration, ACT Prep courses, 10 or more visits to Colleges and Universities in and out of state, and college application fees.

I have attached the Achievers program informational flyer and sponsorship form and request form.

Requested Amount: \$2,500

I look forward to hearing from you.

Natasha Foster
Program Director
Britton YMCA
334-219-4586
nfoster@ymcamontgomery.org

Y ACHIEVERS

SPONSORSHIP REQUEST

Y Achievers has involved over 150 Montgomery Public School high school students in programs that prepare them for life beyond high school. Throughout the school year students are mentored by adult professionals exposing them to various careers while building positive relationships and life skills. Students visit several Colleges and Universities, ACT workshops, Scholarship and FAFSA seminars, Teen summits and Leadership conferences. These learning experiences has given students the tools needed to get accepted to an institution of higher learning and set high expectations for the future.

SCHOOLS SERVED:

Brew-Tech
BTW
Carver
Jeff Davis
Lanier
Lamp
Lee
Park Crossing
Success Unlimited Academy

GRADE LEVELS SERVED:

9th-6
10th-31
11th-23
12th- 25

FINANCIAL REQUEST:

Total: \$2,500

USE OF FUNDS: Y Achievers Recognition Banquet Fundraiser

- Act prep and testing fees
- College tours
- College application fees
- Academic tutoring.

For more information please contact Natasha Foster at 334-219-4586 or
nfoster@ymcamontgomery.org



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

HIGHER ED = BRIGHTER FUTURE

PREPARING YOUTH FOR LIFE BEYOND HIGH SCHOOL



Y ACHIEVERS PROGRAM

Goal: The Y Achievers program of the YMCA of Greater Montgomery is an academic achievement/career development initiative purposed to help high school students set and pursue high educational and career goals, resulting in graduation and acceptance to an institution of higher learning.

PROGRAM HIGHLIGHTS

- Group mentoring exposing students to diverse college and career options
- Seminars facilitated by adult mentors that provide intense college readiness sessions
- Students develop a positive sense of self and raise their academic expectations
- Seminars designed to build character and help students make positive life choices

Contact Natasha Foster by email at nfoster@ymcamontgomery.org or call 334.219.4586 for more information.

14-3

Y ACHIEVERS

A PROGRAM OF THE YMCA OF GREATER MONTGOMERY

Objectives: A major objective of the Achievers program is to assist teens in establishing and meeting high academic and career expectations. However, the effort also goes a step further. It focuses on character and asset development as well, helping teens strengthen positive traits such as caring, honesty, respect and responsibility as well as building of their self-esteem. These values, in turn, can aid young people in leading healthy, productive lives. The Achievers program accomplishes all these feats by reaching into the heart of the community to tap the talents and skills of professional adults role models.

5 Pillars of Y-Achievers:

- Academics
- College Knowledge
- Positive Relationships
- Life Skills
- Positive Identity

Program Opportunities:

- Academic Enrichment
- College Preparation
- Career Exploration
- College Tours
- SAT/ACT preparation
- Leadership Development
- Character Development
- Youth In Government
- Service learning/Volunteer Opportunities

Career Clusters: Prepare participants with hands on opportunities to explore diverse career fields:

- Business Management / Communications
- Criminal Justice / Law / Military
- Finance / Financial Literacy
- Health / Medical Services
- Performing Arts
- STEM: Science, Technology, Engineering and Math

Meeting Information:

Y Achievers meet at high schools and YMCAs. The Y Achievers usually meet during the months of September through April. Meeting dates will vary based on the program location to include twice a month on alternate Saturday mornings, after school hours, weekday evenings and other convenient times.



EMPOWERING FUTURE LEADERS

Y ACHIEVERS 2017-2018

SPONSORSHIP OPPORTUNITIES

**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

This year has allowed over 150 MPS high school students to participate in programs that prepare them for life beyond high school. Throughout the school year students are mentored by adult professionals exposing them to various careers while building positive relationships and life skills. Students visit over 10 Colleges and Universities, ACT workshops, Scholarship and FAFSA seminars, and much more. These learning experiences has given them the tools needed to get accepted to an institution of higher learning and set high expectations for the future.



To become a sponsor of the
Y Achievers program , please contact
Natasha Foster at 219-4586
or nfoster@ymcamontgomery.org

Please mail payment to:
YMCA Achievers
850 South Lawrence St.
Montgomery, AL 36104



145

LEVEL OF PARTICIPATION

GOLD SPONSOR \$2,500

- Allows 4 high school students to participate in the Achievers program for one year.
- Logo on the front or back cover of the Inaugural Achievers Recognition Banquet .
- 5 seats at the Inaugural Achievers Recognition Banquet

SILVER SPONSOR \$1,500

- Allows 2 high schools students to participate in the Y Achievers program for one school year.
- Logo recognition in the sponsor page of the Inaugural Achievers Recognition Banquet.
- 5 seats at the Inaugural Achievers Recognition Banquet.

BRONZE SPONSOR \$500

- Assist with the expenses associated with local and out of state college tours throughout the program for one year.
- Logo recognition in the sponsor page of the Inaugural Achievers Recognition Banquet.
- 2 seats at the Inaugural Achievers Recognition Banquet.

PROGRAM SPONSOR \$250

- Assist with expenses associated with ACT prep courses for 1 high school Senior for one school year.
- Listed as program sponsor in sponsor page of the Inaugural Achievers Recognition Banquet.

Tammy Nix

From: Donald Mims
Subject: FW: Donation for Smoke Detectors-InTouch, Inc.

From: Doug Singleton
Sent: Tuesday, April 10, 2018 5:41 PM
To: Ronda Walker <RONDAWALKER@mc-ala.org>; Isaiah Sankey <ISAIASANKEY@mc-ala.org>; Elton N. Dean, Sr. <ELTONDEAN@mc-ala.org>; Dan Harris <DANHARRIS@mc-ala.org>
Cc: Donald Mims <DonaldMims@mc-ala.org>; Derrick Cunningham <DerrickCunningham@mc-ala.org>
Subject: Fwd: Donation for Smoke Detectors-InTouch, Inc.

Team,
Please see note below. Let's discuss on Monday.

I pray today is a fantastic day for you!

Doug Singleton
Commissioner District Five
Montgomery County Commission

Begin forwarded message:

From: Brenda Blount <intouchmontgomery@gmail.com>
Date: April 10, 2018 at 5:35:20 PM CDT
To: DougSingleton@mc-ala.org
Subject: Donation for Smoke Detectors-InTouch, Inc.

Doug,

Thank you for considering our program. Recently, you may remember the press conference held with the Governor wherein she advised of the "Get Alarmed Alabama" campaign to place smoke detectors in homes that needed them. I represent the donor who started this project. After the press conference, the Fire College in Tuscaloosa advised they received thousands of calls requesting smoke detectors. I received a list from the Fire College of around 170 people in the Montgomery area requesting a detector.

InTouch has been working with volunteers as well as the Sheriff's Office, Police Department and Fire Department since last summer installing these detectors. Originally, I met with Sheriff Cunningham and we were able to distribute/install over 300 through the Volunteer Fire Departments. Requests are still coming in and I would like to request the Montgomery County Commission partner with us to assist in these efforts. Any monetary donation is tax deductible as InTouch, Inc. is a 501 (c) (3) tax exempt organization. We would also welcome any personal donations to this effort.

Thank you for considering this and I look forward to hearing from you.

Brenda Blount
InTouch, Inc.



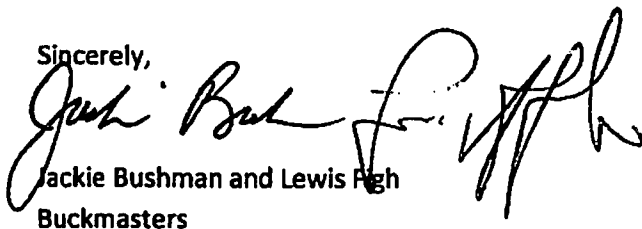
The Buckmasters Expo that takes place the third weekend in August is an important event to the Montgomery County economy and a beloved Montgomery tradition. This event not only benefits local businesses but also provides meals for the homeless and poor in Montgomery County. Thanks to the financial contributions received for the event from supporters like the county commission, admission to the Expo is just a can of food, or a \$1 donation, split between The Salvation Army and Friendship Mission. The food collected and money raised at the doors has allowed these agencies to serve an average of approximately 150,000 meals per year to the homeless and poor in Montgomery County.

With an average attendance of approximately 20,000 visitors each year the Expo provides entertainment for many thousands of families every August. Over the years Buckmasters has commissioned three different economic impact studies. When averaged together these studies have measured the economic impact of the Expo at \$4,000,000 to \$5,000,000 per year for the river region.

This year's Expo will once again feature Buckmasters partnership with the Alabama Extension System (ACES) 4-H program. The Alabama 4-H Buckmasters Championship Shoot-Off will be held at Montgomery's Multiplex downtown. The top six shooters from the junior and senior divisions then shoot on the Buckmasters Top Bow range to win their crowns. This event draws teams from 14 states to Montgomery for the weekend.

Over the past several years the Montgomery County Commission has supported the Buckmasters Expo with a financial commitment of \$42,500 per year. This support is vital to the event and Buckmasters ability to continue to offer admission for a donation that provides meals for the needy in Montgomery County. Buckmasters is requesting that the Commission support the event again in 2018 at the same level that it has for the past several years.

Sincerely,


Jackie Bushman and Lewis Figh
Buckmasters



Buckmasters' 24th Annual Expo Another Success

MONTGOMERY, Alabama (Aug. 24, 2017) – Sweltering temperatures might turn Alabama's capital city into a convection oven in August, but deer hunters don't seem to mind the heat.

"For 24 years now, people from all over the country have made the summertime pilgrimage to Montgomery to attend the Buckmasters Expo," said Jackie Bushman, the organization's founder. "They come regardless of the weather, in good and bad economic times, and many walk through the doors all three days.

"Thousands experienced the show last weekend. I saw a bunch of familiar faces, along with a sea of new ones. I think it's because of the family-friendly atmosphere," Bushman continued. "There's something for everyone here, not just for moms and dads. Although exhibitors offer super deals on gear for the upcoming hunting season, there's much more to do here than spend money."

Thanks to the support of Buckmasters' national and local sponsors, admission to the Expo is just a can of food, or a \$1 donation, split between The Salvation Army and Friendship Mission. The food collected and money raised at the doors will allow these agencies to serve more than 150,000 meals to the homeless and poor.

"I have often heard we lose what we keep and gain what we give away," said Tina Golson of the Salvation Army. "The Buckmasters Expo illuminated the River Region's generosity, deserving of a big THANK YOU. We're truly blessed."

"Friendship Mission would like to thank Buckmasters and the community for their generous donations," said Tammy Middleton, executive direction for Friendship Mission. "The weekend's offerings will help us provide more than 10,000 meals monthly. We accepted 7,929 pounds of canned goods that will be used at two shelters, a soup kitchen, and in food boxes shared with homebound people."

One of the Expo's main attractions is the Buckmasters Top Bow Indoor World Championship. Each year, the country's best archers converge to compete for the prestigious title. Four days of intense competition whittle down the shooters until two finalists go head to head on Sunday afternoon. The 2017 Top Bow champion and \$15,000 prize winner is Brandon Shehan of Atmore, Alabama.

The Buckmasters Top Bow finals are filmed and will be aired on Outdoor Channel as part of this season's "Buckmasters" TV show.

Buckmasters was excited to once again partner with the Alabama Extension System (ACES) 4-H program, 16-2

introducing the Alabama 4-H Buckmasters Championship Shoot-Off. This competition was held at Montgomery's Multiplex downtown. The top six shooters from the junior and senior divisions shot on the Buckmasters Top Bow range to win their crowns.

"The partnership between Alabama Extension and Buckmasters is an opportunity to provide today's sportsmen with scientific information on wildlife management, and the 4-H Tournament helps create tomorrow's leaders in the field," said Dr. Gary Lemme, Alabama Extension director.

Families at the Expo also enjoyed the Harriott II Riverboat attraction, which gave free cruises to approximately 900 Expo attendees.

Despite the heat and humidity, many visitors brought their deer mounts and racks to be measured by BTR scorers. In addition to some fine Alabama bucks, attendees saw monsters from Ohio, Illinois and Saskatchewan. The main attraction was a new world-record Typical by crossbow.

Other 2017 Expo highlights included:

- Chainsaw Sculptor Chad Gainey, courtesy Husqvarna
- Saturday night concert: Craig Morgan
- Shell Rotella's World Championship BBQ PitMasters demonstrations and sampling
- "Major League Bowhunters" TV Show Chipper Jones and Matt Duff
- Capitol Tractors display with Kubota Tractors and Land Pride implements
- Tiny House Hunting Cabin
- Wind Creek's Gaming Trailer
- Display of Brewbaker Motors' trucks and vehicles
- Bone Collectors Nick Mundt and Realtree's Bill Jordan and David Blanton
- NASCAR Driver Elliott Sadler in the Nationwide booth
- NAPA's #24 Chase Elliott show car
- Stephen Tucker's 48-pointer from Tennessee
- Alabama Department of Conservation's Wildlife Interactive Trailer

"Even with the great exhibitors, the show attractions and our hard work, we couldn't pull off this event without the support of Mayor Todd Strange and the city of Montgomery, the Montgomery County Commission and the Montgomery Area Chamber of Commerce," Bushman said. "Everyone involved goes above and beyond to make the Expo happen, and we want them to know how much we appreciate their support."

Next year's Expo will be Aug. 17-19. Exhibitors interested in participating can contact Donna Gross at (334) 387-2619 or dgross@buckmasters.com.

National and Local sponsors: ACES, Buck Knives, CVA, Dead Down Wind, Easton, Federal Premium Ammunition, Gamo Outdoor USA, Grizzly Coolers, Hodgdon Power, Hunter Safety System, Husqvarna, Mathews, Millennium Treestands, Muzzy Broadheads, NAPA, Nationwide, Nikon Sport Optics, Outdoor Channel, Plano, Realtree, Savage Arms, ScentLok, Shell Rotella, Spot Hogg Bowsights, Streamlight, The Firminator, Tink's, Tru-Fire, Wildgame Innovations Trail Cameras, Yamaha Outdoors

Local sponsors: Alabama Power, Brewbaker Motors, I-92 WLWI and WSFA 12

Tammy Nix

From: Marvin Smith <Marvin.Smith@scouting.org>
Sent: Tuesday, April 10, 2018 3:37 PM
To: endeansr@aol.com
Cc: Donald Mims; Tammy Nix
Subject: Request to support annual Law Enforcement Camp
Attachments: Letter of request for County Commission.pdf; Adventure Camp Flyer 2018.pdf; STYLE Pamphlet.pdf

Chairman Dean,

I hope you are doing well. I want to thank you for what you do in our community as well as your support of the Scouting program. Montgomery County Commission has so graciously supported the law enforcement camp that is held during the summer over the past few years. We are hopeful that the County Commission can continue to help with this great program. I have attached a letter and the program brochure along with the S.T.Y.L.E program (older brochure). We would love to present to the county commission if time permits.

Sincerely,

Marvin D. Smith | Scout Executive/CEO
BOY SCOUTS OF AMERICA
Tukabatchee Area Council
3067 Carter Hill Road
Montgomery, AL 36111
O: (334) 262-2697
Cell: (334) 200-6172
marvin.smith@scouting.org



Prepared. For Life.™



BOY SCOUTS OF AMERICA TUKABATCHEE AREA COUNCIL

April 10, 2018

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

Dear Chairman Dean,

We want to thank you and our Montgomery County Commission for your support of the Tukabatchee Area Council. for your support of the Tukabatchee Area Council, Boy Scouts of America for 2017. Your financial investment made a significant impact with our Law Enforcement S.T.Y.L.E program last summer. Once again for 2018 the Tukabatchee Area Council, Boy Scouts of America in conjunction with local law enforcement agencies throughout the fourteen counties served is conducting the 4th annual Youth Leadership Camp, July 8 – July 11 for "at risk" youth. Four days and three nights. Law enforcement agencies from over 6 counties are participating with this week long experience involving leadership, character and outdoor activities. The camp is geared for over 75 youth ages 13 – 17, males and females. This camp will also feature the S.T.Y.L.E (Successful Tips for Youth on Law Enforcement) program.

This camp is designed to create a positive interaction between law enforcement and local youth. The goal of this camp is to bridge the gap between our youth and our local law enforcement community in our council territory. In order to foster positive relationships with the community in our council territory, we have partnered with the following municipalities for the camp: Selma Police Department, Autauga County Sheriff's Department & PASS system, Tuskegee court system, Montgomery Police Department, Montgomery County Sheriff's Department, Chilton County Sheriff's department, US Attorney's office, and Judge Hardesty.

In addition to building relationships, the program is designed to teach our youth how to have a positive encounter with the law enforcement, if ever faced with such a situation. The program consists of various mock scenarios that mirror a potential traffic stop, a home encounter, as well as a street encounter. The various scenarios have been carefully designed in order to show our youth both the right and wrong way of dealing with law enforcement.

The youth will experience problem solving and decision making skills along with team building by having activities with COPE. Canoeing, fishing and archery will also be an experience. Local high school administrators, police officers, and judges are helping to identifying the youth.

3067 Carter Hill Road
Montgomery, AL 36111

334-262-2697 Phone
334-834-6521 Fax
www.tukabatcheebsa.org

17-2



We hope that the Montgomery County Commission will continue to support the great program. Will you join us once again as a partner in providing this opportunity for 17 youth from Montgomery County Schools at \$5,000 which will benefit our entire community and will encourage some youth to view our law enforcement differently.

All financial support is greatly appreciated. Our goal is to impact the lives of our youth as they continue to grow and matriculate into tomorrow's leaders. Someone from our office will be more than happy to make a presentation to our county commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read "Marvin D. Smith". The signature is fluid and cursive, with the first name "Marvin" and last name "Smith" clearly distinguishable.

Marvin D. Smith
Scout Executive
Tukabatchee Area Council, BSA

**What are the
benefits of attending
the Adventure
Leadership
Program?**

- ◆ Builds Trust
- ◆ Builds Teamwork
- ◆ Builds Communication
- ◆ Develops Commitment
- ◆ Can lead to a letter of recommendation
- ◆ Builds cohesion between youth in the community

Point of Contacts:

Leith Wilson
cranebsa@gmail.com
(334) 419-0567

The Adventure Camp is a partnership of Community Organizations and the Boy Scouts to provide a summer camp experience for youth, male and female ages 12-17 from Central Alabama. The camp will take place at the Warner Scout Reservation just north of Prattville located off of County Roads 40 and 59 North in Autauga County.

Outdoor Experiences to include:

- | | |
|-------------|--------------------|
| Fishing | Rappelling |
| Swimming | Archery |
| Canoeing | Kayaking |
| Nature Hike | Challenge Course |
| Climbing | First Aid Training |

Learning Experiences to include:

- | | |
|---------------------|----------------------|
| Outdoor Safety | Cooperation |
| Gang resistance | Problem Solving |
| Conflict Resolution | Making Good Choices |
| Decision Making | What Are my Options? |
| Communications | Buddy System |

The goal is to provide a full camp experience for these youth.

Do you have what it takes?

*Trust, Teamwork,
Communication and
Commitment!*



**ADVENTURE
LEADERSHIP
CAMP
At Tukabatchee**



*Community Organizations
in partnership with:
The Boy Scouts of America,
Local Businesses, Schools
and Churches*

Sunday-Wednesday July 8-11,
2018



Tel: (334) 262-2697



17-4

What is the Adventure Leadership Camp?



The Adventure Camp is sponsored by local community organizations like the Boy Scouts of America, local businesses and churches. The program is designed for motivated teens who are in pursuit of promoting excellence in education and personal growth opportunities.

Requirements:

12-17 years of age

Currently enrolled in school and in good standing

Good attitude

Willing to participate in all physical and outdoor activities.

The Adventure Leadership Camp is a four day, three night (Sunday through Wednesday) overnight commitment designed for young men and women who wish to discover and hone their leadership skills. The camp focuses on academic and physical activity that promotes team building. Our motto of Trust, Teamwork, Communication and Commitment is re-enforced through challenging outdoor activities. The camp offers fun alternatives for classroom instruction which teach the importance of leadership, character and life skills.



Do you have what it takes?

What are some of the
activities?

Outdoor Experiences

- ♦ Canoeing
- ♦ Swimming
- ♦ Physical Fitness
- ♦ Running
- ♦ Confidence Course
- ♦ Knot Tying
- ♦ Team Sports
- ♦ Hiking
- ♦ Academics
- ♦ Archery
- ♦ Rappelling
- ♦ First Aid Training

Learning Experience

- ♦ Gang Resistance
- ♦ Decision Making
- ♦ Goal Setting
- ♦ Communications
- ♦ Problem Solving
- ♦ Buddy System
- ♦ Team Building
- ♦ Conflict Resolution
- ♦ Cooperation
- ♦ What are my options?

Want to Join S.T.Y.L.E.?

Should your school, organization, or group want to participate in S.T.Y.L.E., please contact:

Suntrease Williams-Maynard
Assistant United States Attorney
Southern District of Alabama
251.415.7163

Suntrease.Williams-Maynard@usdoj.gov



Please visit our website at:

<http://www.justice.gov/usao-sdal/style-successful-tips-youth-law-enforcement-encounters>

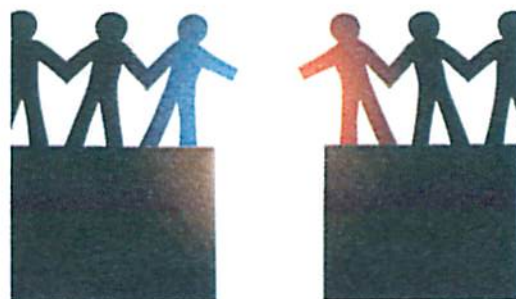
Partnering Agencies

Mobile Police Department

Chief James Barber, Police Chief
Mobile Police Department
2460 Government Street
Mobile, Alabama 36606

Federal Bureau of Investigation, Mobile Division

Robert Lasky, Special Agent-in-Charge
Federal Bureau of Investigation
200 N. Royal Street
Mobile, Alabama 36602



**Bettering Our Community
By Bridging the Gap
Between Our Law
Enforcement
And Youth**



S.T.Y.L.E.

Successful Tips for Youth on Law Enforcement Encounters

"In the wake of so many tragic incidents across the country involving negative and often lethal encounters between law enforcement officers and young people, particularly young people of color, this program is absolutely essential to the development of mutual respect and rapport."

~ United States Attorney Kenyon R. Brown

Pamphlet issued by:

United States Attorney's Office
Southern District of Alabama
63 South Royal Street, Suite 600
Mobile, AL 36602
251.441.5845

What is S.T.Y.L.E.?

Successful Tips for Youth on Law Enforcement Encounters, also known as S.T.Y.L.E., is a new program spearheaded by the United States Attorney's Office for the Southern District of Alabama. This program was developed to bridge the gap between our youth and our law enforcement community in our District. In order to foster positive relationships in our community, we have partnered with both the Mobile Field Office of the Federal Bureau of Investigation and the Mobile Police Department to host a youth program for students who are in high school.

In addition to building relationships, the program is designed to teach our youth how to have a positive encounter with law enforcement, if ever faced with such a situation. As such, the program consists of various mock scenarios that mirror a potential traffic stop, a home encounter, as well as a

street encounter. The various scenarios have been carefully designed in order to show our youth both the right and wrong way of dealing with law enforcement.

Furthermore, the students are provided with a demonstration of the Firearms Training Simulator, which allows students to see the quick second decisions that law enforcement officers face as well. Thereafter, the students are able to engage our law enforcement during a roundtable luncheon. During this time, students and law enforcement get to know each other, as well as discuss the scenarios in further detail. Additionally, students are provided a legal overview on the use of force. Students are also equipped with an understanding of the proper way of filing a civil rights complaint should they feel their rights were violated during a law enforcement encounter.

Past S.T.Y.L.E. Events



"While everyone is sitting around talking about the problems of Law Enforcement encounters with our youth, S.T.Y.L.E. offers a solution to this nationwide problem."

~Kirven Lang
Principal, Mae Eanes Middle School

"Everyone was very polite. My whole perception of the police force has changed. I no longer see them as something to run from."

~Student Participant

"The S.T.Y.L.E. program is an awesome experience for our youth. It gives them an experience and exposure to resources and agencies in our community, which gives them a positive change of our law enforcement officials."

~Pastor Wes Davis, Mt Hebron Ministries



Tammy Nix

From: MABCA <mabca2@yahoo.com>
Sent: Monday, April 09, 2018 3:29 PM
To: Donald Mims
Subject: May 7th meeting?

Hey Donnie! I hope you are doing well :) I wanted to see if I could come to the MCC meeting on 5/7 at 5:00 PM? to discuss:

1. MABCA and the art work that is permanently loaned to the MCC and added to annually
2. Library bench project
3. MLK Statue update

I look forward to hearing from you- thank you!

Ashley DuBose Ledbetter
MABCA Executive Director
PO Box 5177
Montgomery, AL 36103-5177
334-220-7604 cell
www.mabca.org

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

April 12, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

At our last Commission meeting, I informed the Commission that the terms of William E. Blake and James Harrell will expire June 6, 2018 as members of the Montgomery County Public Building Authority.

Chairman Dean has informed me that James Harrell would like to be reappointed. I spoke with William E. Blake and he does not desire to be reappointed.

We will be discussing the reappointment of Mr. Harrell and a replacement for Mr. Blake at the next 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

No vote may be taken by secret or paper ballot.

B. Tabulating the Vote. Should a roll call vote be directed by the Chair or requested by a member of the Commission, the person designated by the Chair shall call the Commissioners, in numerical order of their district numbers, for the purpose of each Commissioner announcing his or her vote. The Chair shall announce the results. Upon any roll call, there shall be no discussion by any Commissioner after the roll call has begun.

C. Voting. Every member in the Commission meeting room or chamber when the question is put must give his or her vote, unless the member has publicly stated that he or she is abstaining. A Commissioner who is serving as Chair by virtue of his or her being elected by the members of the Commission or by virtue of a rotating procedure shall vote when his or her district number is called. Such Chair shall only vote once on each motion and shall not cast an additional vote to make or break a tie vote.

D. Voting by Chair. Unless otherwise authorized by law, officials holding the office of County Commission Chair who do not represent a district shall only vote in those cases when his or her vote would break a tie vote. Commissioners who represent a district and also serve as Chair shall be entitled to one vote on all questions but shall not cast a second vote to break a tie vote.

E. Absent for Vote; Changing Vote. Any Commissioner absent for a vote on a particular item may record his or her vote, and any Commissioner may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the Commissioners who voted thereon.

F. Majority Vote; Extraordinary Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution shall require the affirmative vote of at least the majority of the members of the Commission who are present and voting. If an extraordinary majority vote is required by Alabama law, this shall require the affirmative vote of an extraordinary majority of the members of the Commission who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.



VIII. Public Input: Addressing the County Commission.

A. Public Input. The Commission recognizes the importance of allowing citizens, including other elected officials, to express their opinions on the operation of County government and encourage public participation in the local government process. The Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete County business in a timely manner. Public Input during the Commission meeting, from both citizens and other elected officials, shall only be given during the time provided in the agenda and only within the procedures set out herein. Citizens or other elected officials shall not address the Commission at any time other than as specifically provided in the agenda unless authorized by unanimous consent.

B. Procedure for Public Input

1. At regularly scheduled County Commission meetings, the Commission provides comment periods for citizens and other elected officials to speak and to offer input and comments on items pending before the Commission as well as items that are of concern to the public. The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Chair extends the time, and no more than two (2) speakers may be heard on each subject unless authorized by affirmative vote of all members of the Commission who are present.

2. A form will be provided for those citizens who wish to make comments. Each person wishing to speak must sign this form prior to the beginning of the Public Comment portion of the agenda.

3. Any citizens wishing to make written comments may provide those to the County Administrator before the conclusion of the meeting. A copy of the written comments will then be provided to the members of the Commission.

4. Members of the public are encouraged to communicate directly with their Commissioner prior to or after the Commission meeting.

C. Addressing the Commission.

1. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

- (a) name;
- (b) place of residence or business address;
- (c) if requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.

2. All remarks shall be addressed to the Commission as a body and not to any member thereof.

3. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

4. Speakers should make their comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless specifically granted permission by the Chair.

D. Decorum.

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceedings or the peace of the Commission, or disturb any person having the floor. No person shall refuse to obey the orders of the Chair or the Commission. Any person making

irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the Chair, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.

3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.

IX. Executive Session.

The Commission is authorized to enter into executive session as provided in The Alabama Open Meetings Act (Act 2005-40).

X. Committees.

The Chair, with the consent of the Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by the Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chair for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission.

XI. Adjournment.

No meeting should be permitted to continue if a quorum is not present. The Commission may adjourn by majority vote. (CC Res., September 19, 2005, CC Res., October 17, 2005)

ARTICLE III - COUNTY ADMINISTRATOR

1-23 Administrator – Chief Administrative Officer

The County Administrator is a full-time employee of Montgomery County and is the Administrative Officer of the Commission. The County Administrator is responsible directly to the Commission. The duties of the County Administrator are prescribed by law and are set out in an Act of the Legislature of 1949. The County Administrator prepares the agenda for meetings and sees that all policies set by the Commission are properly executed. The County Administrator is the County Purchasing Agent, Budget Officer,

Tammy Nix

Subject: FW: Available dates
Attachments: Available dates for Biscuits games 2018.xlsx

From: Thomas, Vivian
Sent: Wednesday, April 11, 2018 12:29 PM
To: donaldmims@mc-al.org; tammynix@mc-al.org
Cc: Davis, Tracie <tdavis@montgomeryal.gov>
Subject: Available dates

Tammy,
Mr. Mims called me yesterday and is requesting 5 dates for the City suite. He said that it will be the same as last year. I have attached a list of available dates for the City suite for Montgomery Biscuits home games. Please let me know as soon as you can due to the list is updated frequently. If you have any questions, please call me. Thanks.

Vivian Thomas

Mayor's Office
103 North Perry Street
Montgomery, AL 36104
334.625.2004

Available Suite Nights

April

Tuesday	April 17	Tennessee	6:35 PM
Wednesday	April 18	Tennessee	6:35 PM
Thursday	April 19	Tennessee	6:35 PM
Friday	April 27	Mobile	12:15 PM
Monday	April 30	Mobile	10:35 AM

May

Tuesday	May 8	Biloxi	10:35 AM
Wednesday	May 30	Jackson	6:35 PM

June

Monday	June 11	Chattanooga	6:35 PM
Tuesday	June 12	Chattanooga	12:05 PM

July

Monday	July 30	Jackson	6:35 PM
Tuesday	July 31	Jackson	6:35 PM

August

Wednesday	August 1	Jackson	12:05 PM
Wednesday	August 8	Birmingham	6:35 PM
Sunday	August 19	Chattanooga	5:05 PM
Monday	August 20	Chattanooga	6:35 PM
Tuesday	August 21	Chattanooga	6:35 PM
Monday	August 27	Tennessee	6:35 PM
Tuesday	August 28	Tennessee	6:35 PM



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
SUITE 210, BUILDING B
MONTGOMERY, ALABAMA 36117
Telephone: (334) 353-6850 FAX: (334) 801-9804



John R. Cooper
Transportation Director

April 10, 2018

Bishop Jimmy Lee Sawyer
1251 Herron Street
Montgomery, AL 36104

Dear Bishop Sawyer:

Thank you for your continued interest in the intersection of Alabama Highway 126 (Old U.S. Highway 80) and Wares Ferry Road. We appreciate your interest and concern in the safety of our state transportation network.

As discussed during your phone conversation with Ms. Brantley Kirk, ALDOT is committed to the following regarding the above referenced intersection,

- Cut vegetation in the area,
- Review and adjust signing,
- Install additional overhead flashing light on Alabama Highway 126 to be seen around the curve as approaching the intersection,
- Review pavement markings and schedule any necessary maintenance.

Please contact Mr. David Bohannon, Montgomery Area Operations Engineer, by telephone at (334) 241-8560 or by email at bohannond@dot.state.al.us if you have any remaining questions or concerns.

Sincerely,

Steven C. Graben, P.E.
Southeast Region Engineer

SCG/BMCK

CC: Governor Kay Ivey
Chairman Elton Dean
Commissioner Doug Singleton
Director John Cooper
Deputy Director, Operations George Conner, P.E.
Mr. George Speake, P.E./P.L.S
Mr. David Bohannon, P.E

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>						
	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
	51901-15B-022	Garbage Collection	Support Service	Advanced Disposal- Sea Coast Disposal		June 30, 2018
	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal		June 30, 2018

UPCOMING BIDS/CONTRACT RENEWALS – APRIL – JULY 2018

<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2018	July 31, 2019

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2017 Collections	FY 2018 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	43,772	39,141	(4,631)	-10.58%
NOVEMBER	40,230	36,171	(4,059)	-10.09%
DECEMBER	38,862	36,427	(2,435)	-6.27%
JANUARY	37,116	31,941	(5,175)	-13.94%
FEBRUARY	42,597	44,550	1,953	4.58%
MARCH	40,887	39,285	(1,602)	-3.92%
APRIL	43,801	39,456	(4,345)	-9.92%
MAY	36,639			0.00%
JUNE	38,156			0.00%
JULY	41,913			0.00%
AUGUST	39,546			0.00%
SEPTEMBER	40,122			0.00%
TOTAL	287,265	266,971	(20,294)	-7.06%

YTD Totals 2017

\$483,641

\$266,971

YTD Totals 2016

\$439,869

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,556,400	3,548,435	68,643	3,617,078	60,678	1.71%
NOVEMBER	3,442,102	3,451,743	62,738	3,514,481	72,379	2.10%
DECEMBER	3,594,253	3,549,387	65,510	3,614,897	20,644	0.57%
JANUARY	4,357,256	4,260,302	92,444	4,352,746	(4,509)	-0.10%
FEBRUARY	3,226,845	3,258,497	109,871	3,368,368	141,523	4.39%
MARCH	3,304,970	3,410,950	75,783	3,486,733	181,763	5.50%
APRIL	4,135,519					
MAY	3,604,052					
JUNE	3,593,426					
JULY	3,756,734					
AUGUST	3,435,784					
SEPTEMBER	3,665,491					
Year to Date	\$21,481,826	\$21,479,314	\$474,989	\$21,954,303	\$472,477	2.20%

Total YTD 2017	\$43,672,831	\$21,481,826
Total YTD 2016	\$42,941,719	\$21,271,465
Total YTD 2015	\$42,229,243	\$20,958,741

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,576,342	3,568,912	68,643	3,637,555	61,213	1.71%
NOVEMBER	3,488,406	3,527,221	62,738	3,589,959	101,553	2.91%
DECEMBER	3,656,532	3,614,366	65,510	3,679,876	23,343	0.64%
JANUARY	4,378,384	4,288,900	92,444	4,381,344	2,960	0.07%
FEBRUARY	3,236,476	3,280,352	109,871	3,390,222	153,746	4.75%
MARCH	3,417,574	3,457,995	75,783	3,533,778	116,205	3.40%
APRIL	4,318,898					
MAY	3,680,847					
JUNE	3,659,662					
JULY	3,801,223					
AUGUST	3,478,806					
SEPTEMBER	3,627,493					
Year to Date	\$21,753,714	\$21,737,746	\$474,989	\$22,212,735	\$459,021	2.11%

Total YTD 2017 \$44,320,643 \$21,753,714
 Total YTD 2016 \$43,552,955 \$21,474,411
 Total YTD 2015 \$43,026,884 \$21,227,705

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

EDUCATION SALES TAX

	FY 2017	FY 2018	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,334,564	2,384,646	50,082	2.15%
NOVEMBER	2,290,263	2,306,695	16,432	0.72%
DECEMBER	2,420,203	2,400,495	(19,708)	-0.81%
JANUARY	2,841,070	2,838,370	(2,700)	-0.10%
FEBRUARY	2,139,457	2,158,600	19,143	0.89%
MARCH	2,248,749	2,270,301	21,553	0.96%
APRIL	2,723,361			
MAY	2,427,158			
JUNE	2,420,872			
JULY	2,402,677			
AUGUST	2,248,592			
SEPTEMBER	2,335,523			
Year to Date	\$14,274,305	\$14,359,106	\$84,802	0.59%

GASOLINE TAX

	FY 2017	FY 2018	Increase (Decrease)	
	Collections	Collections	Amount	%
	137,536	139,037	1,501	1.09%
	137,661	142,218	4,557	3.31%
	132,410	139,435	7,025	5.31%
	129,222	121,148	(8,074)	-6.25%
	121,033	123,734	2,701	2.23%
	116,222	119,190	2,968	2.55%
	139,250			
	131,771			
	128,386			
	152,388			
	138,355			
	166,378			
	\$774,085	\$784,762	\$10,677	1.38%

Total YTD 2017	\$28,832,488	\$14,274,305
Total YTD 2016	\$28,751,678	\$14,204,936
Total YTD 2015	\$28,371,485	\$14,011,094

\$1,630,613	\$774,085
\$1,622,822	\$785,732
\$1,613,839	\$774,802

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MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018	Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%
OCTOBER	213,184	231,009	17,824	8.36%
NOVEMBER	231,791	217,201	(14,590)	-6.29%
DECEMBER	211,662	206,461	(5,201)	-2.46%
JANUARY	188,631	187,943	(688)	-0.36%
FEBRUARY	185,122	194,862	9,740	5.26%
MARCH	202,694	213,377	10,683	5.27%
APRIL	252,511			
MAY	219,103			
JUNE	240,823			
JULY	228,679			
AUGUST	229,423			
SEPTEMBER	230,915			
Year to Date	\$1,233,084	\$1,250,852	\$17,768	1.44%

Total YTD 2017	\$2,634,537	\$1,233,084
Total YTD 2016	\$2,710,090	\$1,255,780
Total YTD 2015	\$2,577,637	\$1,183,725

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Lodging Tax

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

Statistical Report for March 2018

US Marshal Inmates Received	22
FBOP Inmates Received	218
US Marshal Inmate Carryovers from Previous Month	93
FBOP Inmate Carryovers from Previous Month	20
Total USMarshal Inmate Days	2721
Total FBOP Inmate Days	676
Total Federal Inmate Days	3397

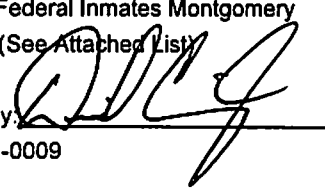
State Inmates Received	329
State Inmate Carryovers from Previous Month	518
Total State Inmates in Facility this Month	847
Total State Carryovers to Next Month	467
Total State Inmate Days	15,925

Total Inmates (State and Federal Combined)	1200
Total Inmate Days (State and Federal Combined)	19,322

* Average Daily Population 644

Total Days Billed to the State	15,925
Amount Charged to the State	\$ 27,868.75
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 28,217.50

Total Spent for Food this Month	\$72,694.80
Amount Over Allowance	\$72,346.05
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.56

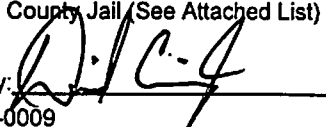
Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #03-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 04/02/2018		SCHEDULE NO.
				CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org		TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009		DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT B/L NUMBER		
SHIPPED FROM TO WEIGHT						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
Mar Jail Bill 03/01/2018 to 03/31/2018	03/31/2018	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	2721	48 Day		130,608.00
(Use continuation sheet(s) if necessary)						(Payee must NOT use the space below)
PAYMENT:						TOTAL
APPROVED FOR = \$						EXCHANGE RATE = \$1.00
BY 2						DIFFERENCES
TITLE						(Signature or initials)
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) 2 (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25801 1561020XD H52 D02 HDH5000D						
PAID BY \$	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
	CASH DATE		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #03-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 04/02/2018		SCHEDULE NO. PAID BY USMS M/AL Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT B/L NUMBER		
SHIPPED FROM		TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
Mar Jail Bill 03/01/2018 to 03/31/2018	03/31/2018	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List)	720	0.545	Mile	392.40
		Submitted by:  IGA # 02-11-0009	0	0.545		0.14
		COR: _____				
		PT-4AP-D02- -TRP-				
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 392.54
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR		EXCHANGE RATE	DIFFERENCES		
	= \$		= \$1.00			
	BY 2					
	TITLE				Amount verified; correct for payment	
					(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) ²			(Title)	
ACCOUNTING CLASSIFICATION						
SOC:25302/2292 1561020XD H52 D02 HDT5001D						
P A I D B Y	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	
	CASH		DATE		ON (Name of bank)	
	\$				PAYEE ³	
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	
					TITLE	

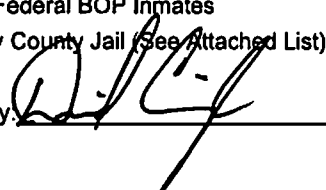
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

26-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #03-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 04/02/2018		SCHEDULE NO. PAID BY FBOP Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM TO WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
Mar Jail Bill 03/01/2018 to 03/31/2018	03/31/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	676	48 Day		32,448.00
(Use continuation sheet(s) if necessary)						TOTAL 32,448.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$1.00	DIFFERENCES Amount verified; correct for payment (Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) 2 (Title)						
ACCOUNTING CLASSIFICATION						
PAID BY \$	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
	CASH DATE		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

26-4

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

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

March, 2018

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Month	Year	Sheriff's Allowance
1	524					524	\$	917.00	\$ 11.25
2	516					516	\$	903.00	\$ 11.25
3	516					516	\$	903.00	\$ 11.25
4	515					515	\$	901.25	\$ 11.25
5	505					505	\$	883.75	\$ 11.25
6	511					511	\$	894.25	\$ 11.25
7	516					516	\$	903.00	\$ 11.25
8	510					510	\$	892.50	\$ 11.25
9	508					508	\$	889.00	\$ 11.25
10	513					513	\$	897.75	\$ 11.25
11	510					510	\$	892.50	\$ 11.25
12	511					511	\$	894.25	\$ 11.25
13	514					514	\$	899.50	\$ 11.25
14	513					513	\$	897.75	\$ 11.25
15	512					512	\$	896.00	\$ 11.25
16	513					513	\$	897.75	\$ 11.25
17	515					515	\$	901.25	\$ 11.25
18	515					515	\$	901.25	\$ 11.25
19	513					513	\$	897.75	\$ 11.25
20	519					519	\$	908.25	\$ 11.25
21	519					519	\$	908.25	\$ 11.25
22	522					522	\$	913.50	\$ 11.25
23	516					516	\$	903.00	\$ 11.25
24	511					511	\$	894.25	\$ 11.25
25	515					515	\$	901.25	\$ 11.25
26	513					513	\$	897.75	\$ 11.25
27	521					521	\$	911.75	\$ 11.25
28	515					515	\$	901.25	\$ 11.25
29	514					514	\$	899.50	\$ 11.25
30	506					506	\$	885.50	\$ 11.25
31	504					504	\$	882.00	\$ 11.25
Total	15925	0	0	0	0	15925	\$	27,868.75	\$ 348.75

Amount Chargeable to the State

(0900-14)

\$ 27,868.75

SSN: _____

Sheriff's Allowance

(0900-31)

\$ 348.75

Total Amount

\$ 28,217.50

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

Crystal R. Vazquez

Notary Public, personally appeared

MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

makes oath that the within account for
that no part here of has been paid.28217.50

Dollars is correct and

Sworn to and subscribe before me this

3rd

day of

Sheriff SignatureApril, 2018_____
Notary Public Signature26-5

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

March 2018 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8	1.02%
W/M	75	16.33%
B/M	380	68.37%
W/F	26	6.12%
B/F	29	8.16%
O/F	0	0.00%
Total	518	100.00%

Number of Inmates Received During the Month:

O/M	4	1.22%
W/M	46	13.98%
B/M	207	62.92%
W/F	35	10.64%
B/F	36	10.94%
O/F	1	0.30%
Total	329	100.00%

Total Number of Inmates in Jail During the Month:

O/M	12	1.42%
W/M	121	14.29%
B/M	587	69.30%
W/F	61	7.20%
B/F	65	7.67%
O/F	1	0.12%
Total	847	100.00%

Number of Inmates Released or Removed During the Month:

O/M	3	0.87%
W/M	48	13.99%
B/M	219	63.85%
W/F	38	11.08%
B/F	34	9.91%
O/F	1	0.29%
Total	343	100.00%

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

O/M	9	1.79%
W/M	73	14.48%
B/M	368	73.02%
W/F	23	4.56%
B/F	31	6.15%
O/F	0	0.00%
Total	504	100.00%

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

March 2018 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	9
W/M	20
B/M	48
W/F	11
B/F	5
O/F	0
Total	<u>93</u>

Number of Inmates Received During the Month:

O/M	1
W/M	9
B/M	23
W/F	1
B/F	5
O/F	0
Total	<u>39</u>

Number of Inmates in Jail During the Month:

O/M	10
W/M	29
B/M	71
W/F	12
B/F	10
O/F	0
Total	<u>132</u>

Number of Inmates Released or Removed During the Month:

O/M	1
W/M	16
B/M	20
W/F	5
B/F	6
O/F	-1
Total	<u>47</u>

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

O/M	9
W/M	13
B/M	51
W/F	7
B/F	4
O/F	1
Total	<u>85</u>

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

March 2018 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	4
W/M	5
B/M	11
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

Number of Inmates Received During the Month:

O/M	2
W/M	2
B/M	12
W/F	0
B/F	0
O/F	0
Total	<u>16</u>

Number of Inmates in Jail During the Month:

O/M	6
W/M	7
B/M	23
W/F	0
B/F	0
O/F	0
Total	<u>36</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	4
B/M	12
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

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

O/M	2
W/M	3
B/M	11
W/F	0
B/F	0
O/F	0
Total	<u>16</u>

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct, 17	Nov, 17	Dec, 17	Jan, 18	Feb, 18	Mar, 18	Apr, 18	May, 18	June, 18	July, 18	Aug, 18	Sept, 18	TOTAL:
-County Probation Offenders	190	199	204	184	184	185	0	0	0	0	0	0	
Fees Collected	195.00	305.50	550.00	200.00	415.00	340.00	-	-	-	-	-	-	\$2,005.50
-Pre-Trial Release Participants	37	40	36	38	37	32	0	0	0	0	0	0	
(Jail Bed- Days Saved)	1167	1140	1178	1111	1022	1059	0	0	0	0	0	0	
Fees Collected	654.00	250.00	160.00	665.00	220.00	515.00	-	-	-	-	-	-	\$2,464.00
-Drug Court Offenders	17	16	19	21	19	25	0	0	0	0	0	0	
Fees Collected	1,837.00	1,820.00	2,305.00	2,170.00	2,380.00	2,515.00	-	-	-	-	-	-	\$13,027.00
-Jail/Prison Diversion Offenders	159	151	156	157	159	170	0	0	0	0	0	0	
Fees Collected	2,168.60	1,890.00	2,180.00	2,209.00	2,675.00	2,286.00	-	-	-	-	-	-	\$13,408.50
Amt. Billed to AL Dept. of Corrections	29,400.00	25,390.00	31,600.00	33,975.00	30,200.00	35,120.00	-	-	-	-	-	-	\$185,685.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	229	186	124	239	217	241	0	0	0	0	0	0	
Fees Collected	1,340.00	1,370.00	1,140.00	1,440.00	1,635.00	1,395.00	-	-	-	-	-	-	\$8,320.00
-E.V.E.N. DV Program Enrolled	91	94	92	98	91	90	0	0	0	0	0	0	
Fees Collected	1,095.00	1,060.00	\$865.00	1,100.00	1,070.00	1,775.00	-	-	-	-	-	-	\$6,965.00
-Other Fees Collected	216.00	80.00	140.00	260.00	200.00	320.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,215.00
TOTAL FEES: (15-16 FY)	\$ 36,904.50	\$ 32,165.50	\$ 38,940.00	\$ 42,019.00	\$ 38,795.00	\$ 44,266.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,090.00
Prior Year Fees (Comparison):	\$42,667.00	\$39,865.00	\$44,362.00	\$42,946.00	\$38,930.00	\$38,359.00	\$34,919.50	\$36,340.95	\$40,145.00	\$39,932.50	\$41,277.00	\$38,209.00	
TOTAL POPULATION SERVED:	494	500	507	496	490	502	0	0	0	0	0	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	467	464	451	445	462	448	437	443	463	483	526	517	
-Community Service Participants	20	25	25	26	26	21	0	0	0	0	0	0	
(Community Service Hours)	179	181	139	142	116	131	0	0	0	0	0	0	
Value of Labor at \$7.25 per Hr. (Minimum Wage)	\$ 1,297.75	\$ 1,312.25	\$ 1,004.13	\$ 1,029.50	\$ 843.76	\$ 949.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,437.13

<u>Budget Allocation (Anticipated Revenue)</u>	<u>Drug Court</u>	<u>AL D.O.C.</u>	<u>Client Fees</u>	<u>E.V.E.N.</u>
	\$32,650.00	\$360,460.00	\$68,740.00	\$28,150.00
Total Amount Collected/Billed to Date	\$13,027.00	\$185,685.00	\$26,199.00	\$6,965.00
Balance (of anticipated revenue)	\$19,623.00	\$174,775.00	\$62,542.00	\$21,185.00

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$233,090.00
Prior Year to Date	\$247,129.00
Difference From Prior Year	-\$14,039.00

Total Projected Fees from All Other Sources*	\$510,000.00
Target Amount expected to be collected/billed by date	\$255,000.00 Target Percent 50.00%
Total Collected/Billed to date	\$233,090.00 % of Goal Collected/Billed to date** 45.70%
Difference from Anticipated Revenue to Date: + or -	-\$21,910.00
*Other than from County Appropriations	**Goal = \$510,000 divided by 12 & X# of Months Completed this FY

27-1

Montgomery County Community Corrections

Revenue Received or Billed
FY 2017-2018 (October 2017 - September 2018)

MONTH/YR	DRUG COURT FEES	ALL DRUG COURT DRUG SCREENING FEES	PROBATION SUPERVISION FEES	JAIL/PRISON DIVERSION FEES	PRE-TRIAL RELEASE FEES	DRUG SCREENING FEES	ELECTRONIC MONITORING FEES	E.V.E.N. PROGRAM FEES	SUBTOTAL (FEES)	OTHER MONIES COLLECTED	AL DEPT. OF CORRECTIONS (Jail/Prison Diversion)	ADOC BILLING STATUS*	MONTHLY TOTALS
Oct-17	\$1,837.00	\$965.00	\$195.00	\$2,168.50	\$654.00	\$375.00		\$1,095.00	\$7,289.50	\$215.00	\$29,400.00	R	\$36,904.50
Nov-17	\$1,820.00	\$1,050.00	\$305.50	\$1,890.00	\$250.00	\$320.00		\$1,080.00	\$6,695.50	\$80.00	\$25,390.00	R	\$32,165.50
Dec-17	\$2,305.00	\$975.00	\$550.00	\$2,180.00	\$160.00	\$165.00		\$865.00	\$7,200.00	\$140.00	\$31,600.00	B	\$38,940.00
Jan-18	\$2,170.00	\$1,200.00	\$200.00	\$2,209.00	\$665.00	\$240.00		\$1,100.00	\$7,784.00	\$260.00	\$33,975.00	B	\$42,019.00
Feb-18	\$2,380.00	\$1,380.00	\$415.00	\$2,675.00	\$220.00	\$255.00		\$1,070.00	\$8,395.00	\$200.00	\$30,200.00	R	\$38,795.00
Mar-18	\$2,515.00	\$1,275.00	\$340.00	\$2,286.00	\$515.00	\$120.00		\$1,775.00	\$8,826.00	\$320.00	\$35,120.00	B	\$44,266.00
Apr-18									\$0.00				\$0.00
May-18									\$0.00				\$0.00
Jun-18									\$0.00				\$0.00
Jul-18									\$0.00				\$0.00
Aug-18									\$0.00				\$0.00
Sep-18									\$0.00				\$0.00
TOTALS:	\$13,027.00	\$6,845.00	\$2,005.50	\$13,408.50	\$2,464.00	\$1,475.00	\$0.00	\$6,965.00	\$46,190.00	\$1,215.00	\$185,685.00		GRAND TOTAL: \$233,090.00

27-2

* "R" Denotes Payment Received and "B" Denotes Payment Billed