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

May 17, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the May 21, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, May 21, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

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

1. County Commission Information Session Schedule for May 21, 2018

Waived Rules Items to Consider for Monday, May 21, 2018

2. Consider Authorization of Allocation of Voting Machines and Election Officials for the 2018 Election Cycle, Probate Judge's Office

Items to Consider for the Monday, June 4, 2018 Montgomery County Commission Regular Meeting Agenda

3. Consider Authorization of Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-18, County Commission
4. Consider Authorization of Agreement for the 2018 Weatherization Assistance Program, DOE 028-18, County Commission
5. Public Hearing regarding the 2018 Community Development Block Grant (CDBG) Application, County Commission
6. Consider Authorization of 2018 Alabama Power Good Roots Grant Application, Parks and Recreation Department

7. Consider Authorization of 2018 MidSouth RC&D Council Grant Application, Parks and Recreation Department
8. Consider Authorization of Bid Award to Asphalt Contractors, Inc., for Resurfacing Various County Roads, Bid Number 53000-18B-018, Engineering Department
9. Consider Authorization of Budget Change Request Number 2, Sheriff's Office
10. Consider Authorization of Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant Aarushika, Inc., for Cash Bargains, Located at 5925 Norman Bridge Road, Montgomery, Alabama 36105, County Commission
11. Consider Authorization of Bid Award to Keefe Commissary Network, LLC, for Commissary and Trust Fund Management Off-Site Service, Bid Number 52200-18B-009, Detention Facility
12. Consider Authorization of Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
13. Consider Authorization of Bid Award to Weiss Commercial Flooring for Installation of Floor Covering, Bid Number 51901-18B-013, Support Services
14. Consider Authorization of Bid Award for Residential Solid Waste Collection and Disposal, Bid Number 51100-18B-020, County Commission

Personnel Action Items

15. Consider Authorization to Allocate an Engineering Aide I, Position Number 640574011 and Related Position Fill Request and to Remove the Allocation of a Civil Engineering Tech II, Position Number 640628020, Engineering Department

General Information

16. Copy of Email from Community Liaison and Staff Therapist Christy Holding with The Samaritan Counseling Center requesting Funding in the Amount of \$20,000 for Programs. **(On 1/4/16, the Commission approved a Budget Change Request in the amount of \$7,500 from designated revenue and on 4/17/17 the Commission approved a Budget Change Request in the amount of \$20,000 from designated revenue for Youth and Family Initiatives using Mental Health Services)**
17. Copy of Email from Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission regarding a Listing of Potential Grant and Loan Opportunities and Estimated Deadlines

18. Copy of Letter from ADECA Director Kenneth W. Boswell regarding a New Economic Development Tool in Alabama called Opportunity Zones Program
19. Copy of Memo from Sheriff Cunningham regarding Press Conference to be held Thursday, May 24, 2018 at 10:00, Annex I, First Floor, Patrol Muster Room, to Honor Corporal Steve Smith as the National Sheriff's Association Chaplain of the Year
20. Copy of Email from Assistant Director of Elections Christopher Turner regarding the Proposed Constitutional Amendment to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System. This Amendment will be placed on November 2018 General Election Ballot
21. Copy of Letter from Executive Director Wendy Anzalone with the Cancer Wellness Foundation of Central Alabama requesting Funding in the Amount of \$5,000 for Programs **(On 5/1/17, the Commission approved a Budget Change Request in the Amount of \$5,000 for Social Service Programs)**
22. Copy of Letter from Executive Director Susan Segrest and Board Chair Doug Singleton with Central Alabama Aging Consortium requesting Funding in the Amount of \$36,025 for Programs. **Also, attached are appropriation reports since 2008.**
23. Copy of Schedule of Upcoming Bids/Contract Renewals for May – August 2018
24. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for May 2018
25. Copies of Revenue Reports for April 2018 from Tax and Audit Department
26. Copy of Population Report for April 2018 for the Mac Sim Butler Detention Facility
27. Copy of Census and Fiscal Report for April 2018 for Community Corrections

If you have any questions, please contact me.

Attachments

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MAY 21, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Community Liaison and Staff Therapist Christy Holding with The Samaritan Counseling Center – Presentation regarding the Organization and Request for Funding in the Amount of \$20,000 **(General Information Item 16)**
- 8:20 a.m. Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission (CARPDC) – Presentation regarding Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-18, **(Future Agenda Item 3)**, Agreement for the 2018 Weatherization Assistance Program, DOE 028-18 **(Future Agenda Item 4)**, Public Hearing regarding the 2018 Community Development Block Grant (CDBG) Application **(Future Agenda Item 5)**, 2018 Alabama Power Good Roots Grant Application **(Future Agenda Item 6)**, 2018 MidSouth RC&D Council Grant Application **(Future Agenda Item 7)**, Listing of Potential Grant and Loan Opportunities and Estimated Deadlines **(General Information Item 17)** and New Economic Development Tool in Alabama called Opportunity Zones Program **(General Information Item 18)**
- 8:30 a.m. Sheriff Derrick Cunningham – Presentation regarding Authorization of Budget Change Request Number 2 **(Future Agenda Item 9)**, Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant Aarushika, Inc., for Cash Bargains, Located at 5925 Norman Bridge Road, Montgomery, Alabama 36105 **(Future Agenda Item 10)**, Bid Award to Keefe Commissary Network, LLC, for Commissary and Trust Fund Management Off-Site Service, Bid Number 52200-18B-009 **(Future Agenda Item 11)**, Press Conference to be held Thursday, May 24, 2018 at 10:00, Annex I, First Floor, Patrol Muster Room, to Honor Corporal Steve Smith as the National Sheriff's Association Chaplain of the Year **(General Information Item 19)**, and Community Oriented Policing Services (COPS) Grant **(Agenda Item 3)**
- 8:40 a.m. Chief Information and Technology Office Lou Ialacci – Presentation regarding Update on Information Systems Operations
- 8:50 a.m. County Engineer George Speake – Presentation regarding Bid Award to Asphalt Contractors, Inc., for Resurfacing Various County Roads, Bid Number 53000-18B-018 **(Future Agenda Item 8)**, and Request to Allocate an Engineering Aide I, Position Number 640574011 and Approve Related Position Fill Request and to Remove the Allocation of a Civil Engineering Tech II, Position Number 640628020 **(Personnel Action Item 15)**
- 9:00 a.m. Probate Judge Steven Reed – Presentation regarding Allocation of Voting Machines and Election Officials for the 2018 Election Cycle **(Waived Rules Item 2)**, and the Proposed Constitutional Amendment to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System. This Amendment will be placed on November 2018 General Election Ballot **(General Information Item 20)**
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

Commissioner Elton N. Dean, Sr., Chairman
Commissioner Rhonda M. Walker, Vice Chairman
Commissioner Daniel Harris Jr.,
Commissioner Isaiah Sankey,
Commissioner Doug Singleton

Dear Commissioners:

Please find attached polling place specifications for the 2018 Primary and General Election cycle. This document reflects the updated list of polling places after the addition of location change to Precincts 206 from Fire Station #14 to Macedonia Miracle Kingdom & Worship Center, and Precinct 501 from Landmark Church of Christ to Taylor Road Baptist Church, the number of election workers assigned to each precinct, and the allotted voting equipment for each precinct.

I ask that the Commission waive the rules and approve the recommended allocations for the 2018 election cycle at its May 21, 2018 meeting.

Please note that should a Runoff Election be necessary, that runoff would take place on July 17, 2018. The number of election workers and allocated election equipment totals would be proportionate to the number of polling places affected.

If I can be of any further assistance, please don't hesitate to contact me.

Sincerely,

/s/Darryl Parker

Director of Elections

Attachment

2018 Polling Place Specifications Montgomery County
Analysis of Prior Election Cycles

	2010	2012	2016	2018 (Proposed)
Total Tabulators	119	109	129	133
Total ExpressVotes	NA	NA	NA	62
Total Polling Officials	803	700	604	603

**2018 June Primary Election
Tables Personnel**

Precinct	4 or more ballot styles	Check-In Tables 700 voters per table (not including Help Desk)	Ballot Tables	Total Polling Officials	Tabulators for Primary	Express Votes
101		4	1	15	4	1
102		4	1	15	4	1
103		3	1	13	4	2
104		2		11	3	1
105		4		17	4	2
106		3		14	3	2
107		2		11	2	1
201		3		14	4	1
202	*	4	1	15	4	1
203	*	2	1	11	3	1
204	**	5	2	19	4	2
205	*	2	1	11	3	1
206		2		11	3	1
207		1		8	2	1
208		1		8	2	1
209		1		8	2	1
210		1		8	2	1
211		1		8	2	1
301	**	4	2	17	3	1
302	**	3	2	15	3	1
303	*	4	2	17	4	2
304		3		14	4	2
305	**	7	3	30	2	3
306	**	2	2	13	2	1
401	*	1	1	9	3	1
402	*	3	1	13	3	1
403	*	2	1	11	4	1
404	**	3	2	15	2	2
405	*	1	1	9	2	1
406		1		8	2	1
407	**	1	1	9	2	1
408		1		8	2	1
409		1		8	2	1
410		2		11	3	1
411		1		8	2	1
412		1		8	2	1
413	*	3	1	13	2	1
501	**	5	2	19	3	2
502		1		8	2	1
503		1		8	2	1
504	*	1	0	8	2	1
505	**	4	2	17	3	2
506	*	1	0	8	2	1
507		1		8	2	1
508		1		8	2	1
509	*	3	1	16	3	1
510	*	4	1	19	3	2
511		1		8	2	1
512		6		23	3	2
Totals:		118	33	603	133	62

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OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

May 9, 2018

The Honorable Elton Dean, Sr., Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning and
Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Low-Income Weatherization Assistance Program
Grant Number: LIWAP-028-18

I am pleased to inform you that your agency has been approved for **\$51,768.00** from the State of Alabama's Fiscal Year 2018 Low-Income Home Energy Assistance Program funds to weatherize homes in your service area.

Enclosed are two copies of the above-referenced subgrant agreement. Please sign and witness both copies. Return one copy to the Alabama Department of Economic and Community Affairs, Energy Division, and retain one copy for your project file.

In addition, a State of Alabama Disclosure Statement, Signature of Certification form for authorized signatures, and a Certification of Compliance with the Beason-Hammon Act form are enclosed. A copy of the E-Verify Program for Employment Verification Memorandum of Understanding must also be submitted. Please complete these forms, keep copies for your records, and return the originals with your subgrant agreement.

Please contact Ms. Brenda Mock at (334) 353-5951 should you have any questions.

Sincerely,

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

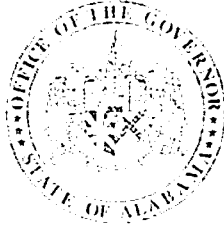
Kenneth W. Boswell
Director

KWB/TW/ks

Enclosures

cc: Mr. Greg Clark, Executive Director

OFFICE OF THE GOVERNOR



KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

May 9, 2018

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Low-Income Weatherization Assistance Program
Grant Agreement Number: LIWAP-028-18
Grant Amount: \$51,768.00

I am pleased to notify you that I have approved the above-referenced subgrant, which will provide funding from the Low-Income Home Energy Assistance Program funds to weatherize homes in your service area.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Weatherization Assistance Program of ADECA if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI/KWB/men

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-18
Grant Amount: \$51,768.00

THIS AGREEMENT is entered into as of April 1, 2018, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen (16) typewritten pages and two attachments (2), as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 18B1ALL1EA

Federal Award Date: October 20, 2017

Subaward Period of Performance Start and End Date: April 1, 2018 – September 30, 2018

Amount of Federal Funds obligated by this action to the Subrecipient: \$51,768.00

Total amount of Federal Funds obligated to the Subrecipient: \$51,768.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$51,768.00

Federal Award project description: Low Income Weatherization Assistance Program (LIWAP)

Name of Federal awarding agency: U.S. Department of Health and Human Services

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Kenneth W. Boswell, Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed \$51,768.00 for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. **DURATION:** The Subrecipient shall commence performance of this Agreement on April 1, 2018, and shall complete performance to the satisfaction of the Department not later than September 30, 2018.

4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

5. TERMINATION: A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this Agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

6. HEARING ON APPEAL: The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

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The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:** In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.
12. **ENERGY CONSERVATION:** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
13. **DEBARMENT AND SUSPENSION:** The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 376). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its Subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any Department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all Subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any Subcontractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the Subcontractor for work to be performed under this Agreement.

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

15. **PROCUREMENT OF RECOVERED MATERIALS:** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OTHER CLAUSES. In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

16. **TOBACCO SMOKE:** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

21. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. **MANDATORY DISCLOSURES:** Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. **NOT TO CONSTITUTE A DEBT OF THE STATE:** 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 No. 26.
24. **CONFLICTING PROVISION:** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. **IMMUNITY AND DISPUTE RESOLUTION:** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

26. **DISCLAIMER:** ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor, agency, or any other person.

27. **ACCESS TO RECORDS:** The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.
28. **ASSIGNABILITY:** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become

due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

29. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this Award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

30. **CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.
31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.
32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)

ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690
And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

33. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:** The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.
34. **SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.
36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the

following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

37. **AMENDMENTS:** The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.
38. **ATTACHMENTS:** The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2018	1
B: Budget Sheet	April 1, 2018	1

39. **METHOD OF PAYMENT:**

- A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty (30) days the

Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.
 - (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.
- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal

interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.

- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

Authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to

reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

- (1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of LIWAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- (2) A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - (A) whether a significant privacy interest would be invaded;
 - (B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
 - (C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- (3) A request for personal information including but not limited to the names, addresses, or income information of LIWAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- (4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA),

consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: <http://www.nps.gov/nr/shpolist.html>
THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to HHS funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the HHS Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

O. Same-Sex Marriage Provisions

In accordance with the decision in the United States v. Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipients must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

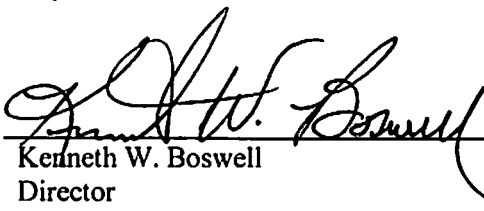
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic & Community
Affairs**

Department

Montgomery County Commission

Subrecipient

 4/16/18
Kenneth W. Boswell Date
Director

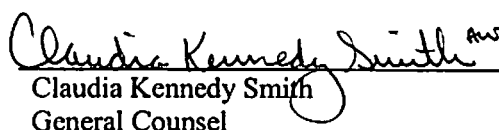
Authorized Official for Subrecipient

Date

Subrecipient Witness

Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

 4/12/2018
Claudia Kennedy Smith Date
General Counsel

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-18

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2018

1. The Subrecipient shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

<u>COUNTY</u>	<u>NUMBER OF UNITS</u>
MONTGOMERY	6

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-18

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$2,677.00		\$2,677.00
PROGRAM OPERATIONS	\$37,349.00		\$37,349.00
HEALTH AND SAFETY	\$11,742.00		\$11,742.00

GRAND TOTAL: \$51,768.00

C E R T I F I C A T I O N

GRANTEE LEGAL
NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-18

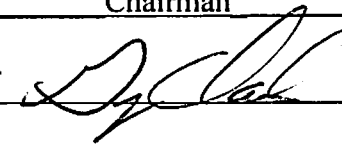
Signature: X

FEIN NO. 63-6001653

Typed Name: Elton N. Dean. Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X 

Typed Name: Greg Clark

Title: Executive Director

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

OFFICIAL SEAL
(if available)

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

X

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date X

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING
AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

3-21



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM	Montgomery County Commission		
ADDRESS	PO Box 1667		
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER	(334) 832-1210
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD			
ADECA-ED			
ADDRESS			
401 Adams Avenue, PO Box 5690			
CITY, STATE, ZIP		TELEPHONE NUMBER	
Montgomery, AL 36103-5690		(334) 262-5365	

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

X
Signature

X
Date

X
Notary's Signature

X
Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)

DATE: May 15, 2018

RE Contract/Grant/Incentive (describe by number or subject):

Weatherization Assistance Program – Grant No. LIWAP 028-18 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this day of May 20 18.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: X

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on
this day of May 20 18.

WITNESS: X

Printed Name of Witness

3-24

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
Executive Director

DATE: May 16, 2018

RE: FY2018 Weatherization Assistance Program (DOE 028-18)

Alabama Department of Economic and Community Affairs (ADECA) has notified our offices that the Department of Energy (DOE) Weatherization Assistance Program contract is forthcoming. The award amount to Montgomery County is \$88, 671 under the Weatherization Assistance Program (DOE 028-18). This award is for 9 houses to be weatherized within Montgomery County under this program.

Reminder, this program's primary goal is to provide assistance to low and moderate-income households to improve the energy efficiency of their homes.

CARPDC is requesting this item be place on the June 4th commission agenda. The action to be undertaken is to accept the grant award and authorizing the Chairman to sign the grant agreements.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: May 11, 2018

RE: 2018 CDBG Application Consideration

The 2018 Community Development Block Grant (CDBG) cycle has been announced by ADECA and I would like to brief the County Commission at the 5/21/2018 meeting about the program and citizen participation requirements. At this meeting we will also need to discuss a date for a required application public hearing. For the Commissioners' reference, I have attached a copy of a brochure CARPDC has developed that provides basic CDBG information.

The State's CDBG Application workshop has been set for 5/23/2018 and if they announce there are no changes to program guidelines since last year, the County should receive an additional 10 bonus points for this year's application. The State has designated this year's grant submission deadline as Noon on July 31, 2018.

As a reminder, the County has submitted an application for Housing Rehabilitation in the Eastwood Villa community for the past three consecutive years. As always, I am available to answer any questions. Thank you for your assistance.

ALABAMA CDBG PROGRAM GOALS

To provide essential community facilities such as water and sewer improvements through the correction of deficiencies which affect public health and safety.

To promote economic development that creates new jobs, retains existing employment and expands the local tax base.

To provide decent housing, especially for families of low and moderate income, by improving the condition of the existing housing stock.

ANYTHING ELSE?

A. All projects must address one of the three National Objectives:

1. Benefit low and moderate income persons, of which at least 51% must be low/mod;
2. Aid in the prevention or elimination of slums and blight; or,
3. Meet other urgent needs posing a serious threat to the health or welfare of the community.

B. The project must also address one of the three performance goals:

1. Create suitable living environments;
2. Provide decent affordable housing; or
3. Create economic opportunities.

C. Projects must also achieve or improve one of the following outcomes:

1. Improve availability/accessibility of units or services;
2. Improve availability of housing or other Services; and/or
3. Improve sustainability by promoting viable communities.



**Central Alabama Regional Planning and
Development Commission (CARPDC)**
430 South Court Street
Montgomery, AL 36104
Phone (334) 262-4300
Fax (334) 262-6976
www.carpdc.com

PY 2018

**ALABAMA
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) Program**

Program Summary

COMPETITIVE FUNDS

Grant Ceilings:

Small City and County funds both have ceilings of \$350,000*

Large City fund has a ceiling of \$450,000*.

There is a 10% match required in all three funds. However, match is exempt if total population is 1,000 or less.

Typical Activities:

Water & Sewer Extensions and Rehabilitation; Housing Rehabilitation; Neighborhood & Downtown Revitalization; Demolition; and Street & Drainage Improvements

Project may take a comprehensive scope designed to revitalize an identified project area, be a stand-alone activity to address a specific need, or may undertake two or more activities in a general project area that together enhance the scope of the project by the way of cost efficiency, project visibility, public welfare or other reasons.

Large City has a population of 3,001 or more persons.
Small City has a population of 3,000 or less persons.

COMMUNITY ENHANCEMENT FUND

The Community Enhancement Fund is competitive as well. Funds can be used to provide funding for eligible activities that communities consider important to enhance the community in a manner beyond providing for the most basic and essential needs.

Eligible activities include facilities for fire protection, E911 telephone service, senior centers, boys and girls clubs, recreational facilities, removal of architectural barriers, historic preservation, and community centers.

The grant ceiling is \$250,000* with a minimum of \$50,000. There is a 10% match required.

ECONOMIC DEVELOPMENT FUND

This fund is available to all eligible communities for projects supporting the creation or retention of jobs.

Generally, applicants for ED Loans, ED Float Loans, Section 108 Loans, and ED Grants should have a commitment from the business to create or retain 15 or more jobs. The business should fall within the SIC Codes 20-39 (Manufacturing) or provide a significant economic benefit.

Projects must not include intrastate relocation.

The grant ceiling is \$200,000* with a minimum of \$50,000 and a 20% match is required.

The program is available on a continuous funding cycle.

PLANNING FUND

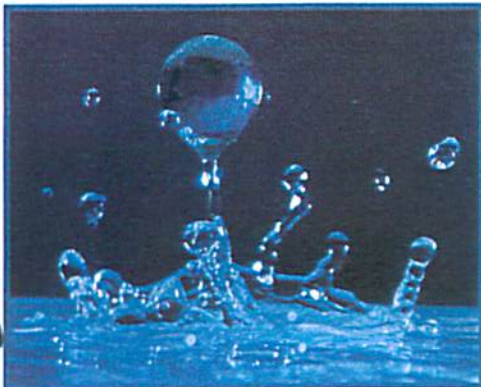
This fund is available for all eligible communities to conduct planning activities to promote orderly growth, regional development and revitalization efforts.

The grant ceiling is \$40,000* and a 20% match is required.

Typical Activities:

Downtown or Other Commercial Business District Redevelopment Plans; Low Income Neighborhood Revitalization Studies; Comprehensive Plans (Including Individual Elements of Comprehensive Plans); or Strategic Plans.

**Funding ceilings are tentative. The 2018 funding ceilings have not been set by ADECA as of March 2018.*



**ADECA has set the
2018 CDBG Application Deadline
as Noon on July 31, 2018.**

There is no deadline for the Economic Development Fund. Applications are accepted on a continuous basis.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: May 11, 2018

RE: 2018 Alabama Power Good Roots Application Consideration

The 2018 Alabama Power Good Roots application period is open until 6/15/2018 and I would like to brief the County Commission at the 5/21/2018 meeting regarding working with James Williams to submit an application this year.

This program is in partnership with the Alabama Urban Forestry Association and will supply up to \$1,000 per grant to purchase trees for planting in cities, towns, and communities of any size, educational institutions (city and county school systems, private schools and universities), and nonprofit organizations across the state. Funds will be available, in areas served by Alabama Power, for the purchase of trees only, no shrubs, bedding plants or other landscaping items. Planting, watering, and maintenance must be provided through other funding sources or volunteers.

As a reminder, Montgomery County has utilized this grant program for many years to plant trees at various parks in the County. As always, I am available to answer any questions. Thank you for your assistance.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: May 11, 2018

RE: 2018 Mid-South RC&D Council Application Consideration

The 2018 Mid-South RC&D Council application period is open until 6/29/2018 and I would like to brief the County Commission at the 5/21/2018 meeting regarding working with James Williams to submit an application this year.

The Mid-South territory covers Autauga, Bullock, Butler, Elmore, Lee, Lowndes, Macon and Montgomery counties. This program provides grants for projects that meet their mission which is to empower local citizens to develop and carry out action-oriented plans for the social, economic, and environmental enrichment of their communities.

These grant applications must request a minimum of \$2,000 and typically are no more than \$10,000. This program operates on a reimbursement basis.

As a reminder, Montgomery County has utilized this grant program for many years to primarily install adult fitness equipment at various parks in the County. As always, I am available to answer any questions. Thank you for your assistance.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{m23}

DATE: May 11, 2018

RE: Invitation to Bid No. 53000-18B-018
Resurfacing Various County Roads
Project No. MCP 51-87-17

I request approval of award on the above referenced Invitation to Bid, to the lowest bidder, Asphalt Contractors Inc., in the amount of \$1,083,531.90, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

Coordination of award made with George Speake, County Engineer.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53000-18B-018				Wiregrass Construction Co. Inc. 1342 Carmichael Way Montgomery, AL 36106 Attn: W. Garrett Pass (334)356-2560 Minority Business Owned Yes X No		MidSouth Paving Inc 4238 West Blvd. Montgomery, AL 36108 Attn: Charles Cook (334) 288-8310 Minority Business Owned Yes X No		Asphalt Contractors, Inc. P. O. Box 241447 Montgomery, AL 36124 Attn: Stephanie Poage (334) 279-5228 Minority Business Owned Yes X No					
DATE ISSUED: APRIL 11, 2018													
DATE OPENED: May 8, 2018													
REQUESTING DEPARTMENT: Engineering													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	405A-000 Tack Coat	GAL	15534	\$4.00	\$ 62,136.00	\$3.35	\$52,038.90	\$3.00	\$46,602.00				
2	407B-000 Joint Sesi/snt for Hot Mix Asphalt	MI	18	\$150.00	\$ 2,700.00	\$185.00	\$3,330.00	\$200.00	\$3,600.00				
3	408A-052 Planning	SY	20171	\$1.50	\$ 30,256.50	\$2.10	\$42,359.10	\$1.90	\$38,324.90				
4	424A-340 Aggregate	TN	12822	\$76.80	\$ 984,729.60	\$69.60	\$892,411.20	\$62.50	\$801,375.00				
5	424A-346 Wearing Layer Leveling	TN	631	\$76.80	\$ 48,460.80	\$84.85	\$53,540.35	\$75.00	\$47,325.00				
6	424B-639 Upper Binder Layer, Patching	TN	200	\$150.00	\$ 30,000.00	\$123.10	\$24,620.00	\$91.00	\$18,200.00				
7	701A-231 Solid White Traffic Stripe	MI	16	\$2,675.00	\$ 42,800.00	\$2,675.00	\$42,800.00	\$2,675.00	\$42,800.00				
8	701A-235 Yellow Traffic Stripe	MI	20	\$2,675.00	\$ 53,500.00	\$2,675.00	\$53,500.00	\$2,675.00	\$53,500.00				
9	701A-240 Broken White Traffic Stripe	MI	1	\$1,625.00	\$ 1,625.00	\$1,625.00	\$1,625.00	\$1,625.00	\$1,625.00				
10	701A-245 Broken Yellow Traffic Stripe	SF	11	\$1,625.00	\$ 17,875.00	\$1,625.00	\$17,875.00	\$1,625.00	\$17,875.00				
11	701B-205 420 Dotted Traffic Stripe	LF	420	\$1.00	\$ 420.00	\$1.00	\$420.00	\$1.00	\$420.00				
12	703A-002 Traffic Control Markings	SF	606	\$5.00	\$ 3,030.00	\$5.00	\$3,030.00	\$5.00	\$3,030.00				
13	703B-002 Traffic Control Legends	SF	138	\$5.00	\$ 690.00	\$5.00	\$690.00	\$5.00	\$690.00				
14	705A-032 Pavement Markers	EA	372	\$5.00	\$ 1,860.00	\$5.00	\$1,860.00	\$5.00	\$1,860.00				
15	705A-037 Pavement Markers	EA	1261	\$5.00	\$ 6,305.00	\$5.00	\$6,305.00	\$5.00	\$6,305.00				
Total Bid Amounts					\$ 1,286,387.90		\$1,196,404.55		\$1,083,531.90				

Notes:

8-2

CONTRACTUAL AGREEMENT

THIS AGREEMENT made and entered into this 4th day of June, 2018, by and between the Montgomery County Commission, party of the first part (hereinafter called the County), and Asphalt Contractors Inc., party of the second party (hereinafter called the Contractor).

W I T N E S S E T H

WHEREAS, the County desires the Resurfacing Various County Roads for a distance of 12.599 miles hereinafter more particularly described, and the Contractor desires to furnish and deliver all the materials and to do and perform all the work and labor for the said purpose;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged; the parties hereto agree as follows:

1. Asphalt Contractors Inc. promises and agrees to furnish and deliver all the materials to do and perform all the work and labor required to be furnished and delivered; done and performed in and about the improvement of property in Montgomery County known as:

Project No. MCP 51-87-17 same to be Bid No. 53600-18B-018 in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared or approved by the Chairman of the County Commission, the originals of which are on file in the office of the County Engineer and which said Plans and Specifications, Notice to Contractors, and Proposal are hereby made a part of this Agreement fully and to the same effect as if the same had been set forth at length in the body of this Agreement.
2. The County agrees and promises to pay to the Contractor for said work, when completed in accordance with the Provisions of this Contract, the price as set forth in said Proposal amounting to One Million Eighty-Three Thousand Five Hundred Thirty- Two Dollars and 90/100 (\$1,083,531.90) payments to be made as provided in said Specifications upon presentation of the proper certificates and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the Chairman of the County Commission or his representatives.
4. The decision of said Chairman of the County Commission upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

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5. Montgomery County Commission and Asphalt Contractors Inc. reserves the right to cancel this contract with a (30) day written notice, at any time during the contract due to non-compliance of the contract by Asphalt Contractors Inc., and/or Montgomery County Commission.
6. Asphalt Contractors Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Asphalt Contractors Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Asphalt Contractors Inc., its employees, agents and officers. Asphalt Contractors Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Asphalt Contractors Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. If a dispute arises out of or relates to this Agreement or it breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations. The parties shall endeavor to settle the dispute by non-binding mediation. The locations the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Asphalt Contractors Inc.
8. The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. IN WITNESS WHEREOF, the MONTGOMERY COUNTY COMMISSION as caused these present to be executed by Elton N. Dean, Sr., Chairman, and Asphalt Contractors Inc., the Contractor, has hereto set his hand and seal this day and year above written.

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr.

Chairman

WITNESS:

ASPHALT CONTRACTORS INC.

BY: _____

Printed Name

TITLE: _____

8-5

Request Number: 2

COUNTY COMMISSION APPROVAL: _____

_____ Administrator	_____ Date
------------------------	---------------



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 8, 2018

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Cash Bargains
5925 Norman Bridge Road, Montgomery, AL 36105
Alcohol License Application

I have reviewed the attached application for Cash Bargains. I have no objection to the approval of this alcohol license.

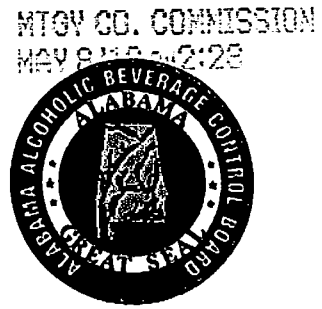
DC/crv

encls.

10-1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180508121104175



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **CASH BARGAINS**

Filing Fee: \$100.00

Applicant: **AARUSHIKA INC**

Transfer Fee:

Location Address: 5925 NORMAN BRIDGE ROAD MONTGOMERY, AL 36105

Mailing Address: 5925 NORMAN BRIDGE ROAD MONTGOMERY, AL 36105

County: MONTGOMERY Tobacco sales: YES

Tobacco Vending Machines: 0

Type Ownership: CORPORATION

Book, Page, or Document info: CORP 00357 PAGES 0934-0936

Date Incorporated: 10/24/2017 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 10/24/2017

Alabama State Sales Tax ID: R00979855

Federal Tax ID: 82-3519075

Name:	Title:	Date and Place of Birth:	Residence Address:
ASUTOSH R PATEL 8466442 - AL	OWNER	11/07/1976 INDIA	866 STANTON DRIVE AUBURN, AL 36830

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

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

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

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

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

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

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

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

Contact Person: ASUTOSH PATEL

Business Phone: 334-887-5171

Fax:

Home Phone: 770-367-5569

Cell Phone:

E-mail: ASHU7_PATEL@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

10-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180508121104175

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

Name of Property owner/lessor and phone number: AARUSHIKA INC 770-367-5569

What is lessors primary business? GROCERY STORE

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 24000 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Location is within: POLICE JURISDICTION Police protection: CITY

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

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180508121104175



Initial each

☐ AS

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

☐ AS

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

☐ AS

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

☐ AS

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

☐ AS

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

☐ AS

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

☐ AS

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

☐ AS

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

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

☐ AS

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

Applicant Name (print): ASUTOSH PATEL

Signature of Applicant: [Signature]

Notary Name (print): James J. McCreary

Notary Signature: [Signature]

Commission expires: 8/1/2020

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20180508121104175**
Application Payment Confirmation Number: **35557422**

Payment Summary	
Payment Item	Fee
Application Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MONTGOMERY
Business Type: CORPORATION
Trade Name: CASH BARGAINS
Applicant Name: AARUSHIKA INC
Location Address: 5925 NORMAN BRIDGE ROAD
MONTGOMERY, AL 36105
Mailing Address: 5925 NORMAN BRIDGE ROAD
MONTGOMERY, AL 36105
Contact Person: ASUTOSH PATEL
Contact Home Phone: 770-367-5569
Contact Business Phone: 334-887-5171
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

10-5

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: May 16, 2018

RE: Invitation to Bid No. 52200-18B-009
Commissary and Trust Fund Management Off- Site Service

Request that approval of award of a three (3) year contract on the above referenced Invitation to Bid to Keefe Commissary Network, LLC., for a commission rate of 44% of net sales for inmate commissary, be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 6 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-18B-009				Keefe Commissary Network 1371-1 Tradeport Drive Jacksonville, FL 32218 Attn: William Bosco (800) 392-8381 Minority Business Owned Yes X No		Stacey Williams Company Birmingham, AL 35204 No Bid Minority Business Owned Yes X No							
DATE ISSUED: April 17, 2018													
DATE OPENED: May 9, 2018													
DEPARTMENT REQUESTING: County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Monthly commission rate				44%								
	net commissary sales												
TOTAL BID AMOUNTS					44%								

Notes:

11-2



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

May 15, 2018

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

MTGV CO. COMMISSION
MAY 17 '18 AM 8:33

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please sign and date the two (2) copies of the agreement and return one (1) copy to the County Audit Division of our Department.

Sincerely,

A handwritten signature in black ink that reads "James E. Hall".

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2016 through September 30, 2017. The audit will encompass a financial audit in accordance with the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal government in accordance with the OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("the *Uniform Guidance*") and the Single Audit Act Amendments of 1996, as amended.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed fourteen thousand six hundred eighty-eight dollars (\$14,688.00). MCC agrees to pay 90% of this cost of this agreement upon full execution and 10% after completion of field work as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers

and reports for a minimum of five (5) years from the date of the audit report, unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the

Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to EPA's failure to fulfill its obligations contained in this paragraph

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient field work.

This agreement and all promises made by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals this

_____ day of _____, 20__.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

STATE OF ALABAMA
Montgomery County Commission

Elton N. Dean, Sr.
Chairman

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 16, 2018

RE: Invitation to Bid No. 51901-18B-013
Installation of Floor Covering

Request that approval of award on the above referenced Invitation to Bid to the only bid of Weiss Commercial Flooring in the amount of \$30,052.66 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Lamar Allen, General Services Director.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-18B-013					Weiss Commercial Flooring 1141 Holloway Park Montgomery, AL 36117 (334)277-9927 Is Company Minority Owned Yes X No									
DATE ISSUED: APRIL 10, 2018														
DATE OPENED: MAY 1, 2018														
SUPPORT SERVICES														
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	
	Flooring at 301 Adams													
	and 101 S. Lawrence													
1	Total Cost Carpet Tiles	Job	1	\$5,121.72	\$5,121.72									
2	Total Cost Vinyl Planks	Job	1	\$23,933.90	\$23,933.90									
	Flooring at 101													
	S. Lawrence													
3	Total Cost Path Tiles	Job	1	\$997.04	\$997.04									
TOTAL BID AMOUNTS						\$30,052.66								

Notes: 78 Bids Mailed

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

May 17, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Bid Award for Residential Solid Waste Collection and Disposal (Bid Number 51100-18B-020)

On Monday, May 14, 2018, we opened the bids for the Residential Solid Waste Collection and Disposal contract. We are in the process of evaluating the bids. If everything is in order regarding the bid, I would like to place the bid award on the June 4, 2018 agenda for approval.

DLM/tn

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Engineering

DEPARTMENT HEAD: George Speake

SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title Engineering Aide I

Position Number 640574011

Pay Grade A03 Pay Range \$25,630-\$38,294

Proposed Effective Date June 4, 2018

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Engineering Department would like to promote an employee to this position as an Engineering Aide I, position #640574011 and remove allocation of the Civil Engineering Tech II position #640628020.

George Speake
Department Head

Date May 8, 2018

FINANCIAL IMPACT:

The Engineering Aide I salary is less than the Civil Engineering Tech II salary so the change will create a budget savings.

Sherrill Thomas
Finance Director

Date 5/10/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

To the County Commission:

I understand from Donnie there is a different procedure for coming before you with requests. First of all I want to thank you on behalf of all the staff here at Samaritan Counseling Center as well as all of the people that we were able to serve this past year. In part, that was due to the generosity of this wonderful community and the county commission. Thank you!!

So last year, yall graciously gave us \$20,000.00 to implement "something with our youth". I want to report back to you that because of your contribution we were able to provide a counselor at Valiant Cross Academy two days a week. Such great things are happening at that school and we are thrilled to be a small part of it.

Also, we had a meeting back in the fall where we gathered church leaders, youth leaders, teachers, principals, and mental health workers to discuss how to best help our young people. Commissioner Dean and The Mayor were both at that meeting and spoke to those that were there. We broke up into small groups and the consensus came back that we need to help parents parent. We began to study a large research project that was done by Kaiser Health. They came up with a study on Adverse Childhood Experiences (the ACES study). What was found out in this study was that the higher number of adverse experiences in childhood the higher the correlation to mental health issues, substance abuse, suicide, and physical illness. We realized that a lot of the parents today that are trying to parent simply do not know how. They are responding reactively as a result of their own childhoods. I believe most parents want to be good parents...they simply do not know how to be.

We held an event at the multiplex last Saturday and we had about 250 people show up! The event was called Brighter Futures. This was an event that took a lot of planning and volunteerism on the part of many agencies, churches and individuals. The Church of the Highlands was on the football field along with some football players from various colleges playing with the children. While they were taken care of we had sessions going on inside the multiplex. Dr. Cathy Woods, a well-loved pediatrician in our area spoke on the ACES study. We had break out session after that that covered bullying, suicide, social media and sessions with further emphasis on the ACES study.

We had over 30 vendors that were able to share their (some of them free) after school programs, mentoring programs, tutoring programs etc. There were a lot of good connections made that day.

In addition to these things that your money allowed us to do, we were also able to give away \$30,000 of subsidized care this year as well. One of our missions is to never turn anyone away regardless of ability to pay.

Thank you thank you!!

The mayor has given us \$30,000 for this year to keep going with the counselor, some youth activities and also subsidized care. We humbly would like to ask you to match that at \$20,000.00 like was done last year so that we can continue to provide all of these services. We do not take your contributions lightly. Thanks for your consideration in this matter.

Grateful,

Christy Holding

Christy H. Holding, M.Ed, RN, LPC
Community Liason and Staff Therapist
The Samaritan Counseling Center

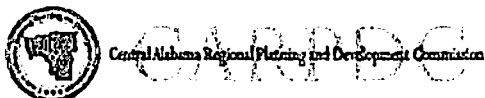
16-1

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Friday, May 11, 2018 3:42 PM
To: Johnny Hammock; Richie Beyer; Bart Mercer; Curtis Stoudemire; Al Kelly; Albert Striplin (acskey@bellsouth.net); Bill Gillespie ; Clayton Edger (clayton@elmore.rr.com); Connie Bainbridge; Donald Mims; Florence Cauthen; Gary Davenport; George Speake; Gordon Stone (tammy@pikeroad.us); Gregg Davis (davisfamily2448@yahoo.com); Isaiah Sankey; James Williams; Jay Thompson; Jerry Willis (Mayor@cityofwetumpka.com); Jiles Williams, Jr.; John Hammock (jhammock1993@gmail.com); Margaret White (mayor@townofelmore.com); Mayor Powell; Michael Gay; Steve Golsan (Stevego@autaugaco.org); Troy Stubbs
Cc: Leslie York
Subject: FW: Grant & Loan Opportunities & Estimated Deadlines
Attachments: Grant Opportunities & Estimated Deadlines (5-11-2018).docx

Leslie York has put together a rather comprehensive list of potential grant and loan opportunities our member governments may be interested in exploring. (See attached)

As always, we are available to discuss the information presented.



Greg Clark
Executive Director
(334) 262-4300

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

Grant & Loan Opportunities & Estimated Deadlines

Updated May 11, 2018

ADECA CDBG Program

ADECA annually awards CDBG money for the Large City, Small City and County categories. Applicants are scored based on several competitive factors including community need, cost efficiency, appropriateness and impact. All competitive applications must provide a 10% match commitment with the exception of small communities with a population of 1,000 or less. The 2018 application deadline for all categories, with the exception of the Economic Development Fund, has been established as Noon on July 31, 2018.

Competitive Grant Funds & Ceilings

These funds are awarded on a competitive basis with the aim to compare all applications in the same funding category to each other and within the framework of established criteria. Only one competitive application can be submitted but the application may address one or more activities that are designed to address a single need or multiple needs in a defined area. The project may have a comprehensive scope designed to revitalize an identified project area, may be a stand-alone activity to address a specific need, or may undertake two or more activities in a general project area that together enhance the overall scope of the project.

The **Small City Fund** and **County Fund** both have ceilings of **\$350,000**.

The **Large City Fund** has a ceiling of **\$450,000**.

Typical Activities

- Water and sewer extensions and rehabilitation
- Housing rehabilitation
- Neighborhood & downtown revitalization
- Street & drainage improvements

Community Enhancement Fund

This fund, although still competitive in nature, is available to all eligible communities to use for projects that address quality of life issues.

Grant Ceiling: \$250,000

Typical Activities

- Fire protection
- Senior citizens centers
- Community centers
- Boys & girls clubs
- Recreational facilities, etc.

Planning Fund

This fund is available for all eligible communities to conduct planning activities to promote orderly growth, regional development and revitalization efforts.

Grant Ceiling: \$50,000

Typical Activities

- Comprehensive plans
- Elements of comprehensive plans
- Downtown revitalization plans
- Regional strategies and plans, etc.

Economic Development Fund (ED)

The ED Infrastructure Fund is available to all eligible communities for projects supporting the creation or retention of jobs. Applicants for ED assistance should have a commitment from the business to create or retain 15 or more jobs. The business should fall within the SIC codes 20-39 or provide a significant economic benefit. Projects must not include intrastate relocation. The program is available on a continuous funding cycle. A 20% local match is required, and construction cannot begin prior to grant award or release of environmental conditions.

Grant Ceiling: \$200,000 (can be waived)

Typical Activities

- Water, sewer, or road improvements; rail spurs, docks, etc.
- Economic Development Incubator (\$250,000)
- Economic Development Float Loans (\$10 million)

ADECA Recreational Trails Program (RTP)

Funds from this program originate from the Federal Highway Administration to the Alabama Department of Economic and Community Affairs (ADECA). The maximum grant amount that can be applied for is \$200,000 for non-motorized, single-use trails; \$400,000 for non-motorized, diverse-use trails; \$500,000 for motorized, diverse-use trails, and \$87,489 for education. Only one application may be submitted by an applicant and at least a 20% match is required. Funds may be used for development of urban trail linkages, construction of new trails, maintenance and restoration of existing trails, development of trailhead facilities, provision of features which facilitate access, easement acquisition, and operation of educational programs.

Jurisdictions with an open RTP grant or LWCF grant cannot apply unless the project will be closed by the established application deadline. This year's applications had a February 9, 2018 Noon deadline.

ADECA Land and Water Conservation Fund (LWCF)

Federal funds for this program originate from the National Parks Service to ADECA and are often slow to be made available to the State. This is a 50/50 grant to match ratio with a maximum grant of \$350,000.

LWCF assistance can be used to acquire land and water interests for park purposes, develop new outdoor recreation facilities, and in certain instances, renovate existing recreational facilities. Virtually all public outdoor recreation activities are eligible for assistance under the program including playgrounds, ball fields (including lights – concrete poles only), court sports,

picnic areas, camping area, tracks, trails, splash pads, zip lines, etc. In addition, support facilities such as concession stands, comfort stations, park access roads, parking areas, utilities, and site preparation necessary to make a recreation activity area usable may qualify for assistance. The project sponsor must either own, or have a perpetual interest in land that is developed with LWCF assistance.

Jurisdictions with an open RTP grant or LWCF grant cannot apply unless the project will be closed by the established application deadline. This year's applications had a February 9, 2018 Noon deadline.

Good Roots (Tree Grant) by the Alabama Power Foundation

This program is in partnership with the Alabama Urban Forestry Association and will supply up to \$1,000 per grant to purchase trees for planting in cities, towns, & communities of any size, educational institutions (city & county school systems, private schools & universities), and nonprofit organizations across the state. Funds will be available, in areas served by Alabama Power, for the purchase of trees only, no shrubs, bedding plants or other landscaping items. Planting, watering, & maintenance must be provided through other funding sources or volunteers.

The 2018 application period for the Good Roots program will be open April 23, 2018 until June 15, 2018.

Mid-South Resource Conservation & Development (RC&D) Council

Mid-South RC&D provides grants for projects in Autauga, Bullock, Butler, Elmore, Lee, Lowndes, Macon & Montgomery counties that meet their mission which is to empower local citizens to develop and carry out action- oriented plans for the social, economic, and environmental enrichment of their communities.

These grant applications must request a minimum of \$2,000 and typically are no more than \$10,000. This program operates on a reimbursement basis. The next open enrollment period is 5/1/2018-6/29/2018.

ALDOT Transportation Alternatives Set-Aside Program

This program is located within the Local Transportation Bureau at the Alabama Department of Transportation. The Transportation Alternatives Section administers the Transportation Community & System Preservation Pilot Program, and the new Transportation Alternatives Program (TAP). TAP replaces the Transportation Enhancement (TE) and Safe Routes to School (SRTS) Programs. Many of the past TE and SRTS activities are still eligible under TAP.

Due to limited funding available, only one application can be submitted by an eligible sponsor per fiscal year. If the submitted application is part of a past or future phased construction, that should be indicated in the application. Total Federal participating funding for a particular project (or project phase if part of a large multi-phased project) application is limited to \$800,000 (\$640,000 Federal and \$160,000 local match). The total project estimated costs may exceed the \$800,000 limit, but any amounts in excess of the limit will be the responsibility of the sponsor and should be shown as such. This year's applications had a May 1, 2018 5:00 PM submission deadline.

Eligible entities include

- Local governments
- Regional transportation authorities
- Transit agencies
- Natural resource or public land agencies
- School districts
- Tribal governments
- Nonprofit entities responsible for the administration of local transportation safety programs
- Other local or regional governmental entities with the responsibility for, or oversight of, transportation or recreational trails.

Eligibility of applications will be determined by the ALDOT in consultation and with the concurrence of the Federal Highway Administration.

Eligible activities include:

1. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
2. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities.
3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
4. Construction of turnouts, overlooks, and viewing areas.
5. Community improvement activities which include:
 - a. The inventory/control/removal of outdoor advertising.
 - b. Historic preservation and rehabilitation of historic transportation facilities.
 - c. Vegetation management practices in transportation rights-of-way to improve safety, prevent against invasive species, and provide erosion control.
 - d. Archaeological activities relating to impacts from implementation of a transportation project.
6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

17-5

- a. Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- b. Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

ALDOT Transportation Alternatives “MPO” Set-Aside

Cities, towns and counties operating within the Montgomery Metropolitan Planning Organization (MPO) and eligible to apply for ALDOT MPO set-aside funding consist of Montgomery County, City of Montgomery, Town of Pike Road, Autauga County, City of Prattville, Elmore County, Town of Deatsville, Town of Elmore, Town of Coosada, City of Millbrook, and City of Wetumpka. These funds may be utilized for the same activities as the ALDOT Transportation Alternatives Set-Aside Program.

Funding levels have varied in the past along with application deadlines which have typically been due in the Spring.

ALDOT BUILD Transportation Grant Program (Formerly TIGER Grant Program)

Generally, there is \$1.5 Billion in “Better Utilizing Investments to Leverage Development” funding to projects that will have a significant local or regional impact. Funding can support roads, bridges, transit, rail, ports or intermodal transportation. Program is up to 80% federal for urban projects and up to 100% for rural projects. Minimum grant awards are \$5 Million for urban projects (\$6.25M total project cost at 80/20) and \$1 Million for rural projects. Maximum grant award is \$25 Million for one project and maximum for any one state is \$150 million. At least 30% of BUILD funds are appropriated to rural projects (\$450 Million total).

The deadline to submit applications is July 19, 2018 with award notifications made by December 18, 2018.

USDA Community Facilities Direct Loan & Grant Program

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

Application submission is open but should be verified with a local USDA office relative to available funding. The Camden Area Office serves Autauga County and its municipalities and the Tuskegee Area Office serves Elmore and Montgomery Counties and their respective municipalities.

Eligible applicants are public bodies, community-based non-profit corporations, & Federally-recognized Tribes.

An eligible area is a rural area including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest U.S. Census Data.

Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Health care facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars or street improvements
- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as the loan guarantee program. These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

- Priority point system based on population, median household income
 - Small communities with a population of 5,500 or less
 - Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

Funding is provided through a competitive process.

What are the “grant” terms?

1. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs: maximum of 75% when the proposed project is:
 - Located in a rural community having a population of 5,000 or fewer; and

- The median household income of the proposed service area is below the higher of the poverty line or 60% of the State nonmetropolitan median household income.
- 2. Maximum of 55% when the proposed project is:
 - Located in a rural community having a population of 12,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 70% of the State nonmetropolitan median household income.
- 3. Maximum of 35% when the proposed project is:
 - Located in a rural community having a population of 20,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 80% of the State nonmetropolitan median household income.
- 4. Maximum of 15% when the proposed project is:
 - Located in a rural community having a population of 20,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 90% of the State nonmetropolitan median household income.

The proposed project must meet both percentage criteria.
- 5. Grants are further limited and grant funds must be available.

What are the “direct loan” terms?

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicant’s authority, or a maximum of 40 years, whichever is less.
- Interest rates are set by Rural Development, their office must be contacted for details and current rates.
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area and population of the community.
- There are no pre-payment penalties.
- Rural Development should be contacted for details and current interest rates applicable to the specific project.

USDA Rural Business Development Grants (RBDG)

What does this program do?

This program is a competitive grant designed to support targeted technical assistance, training and other activities leading to the development or expansion of small and emerging private businesses in rural areas which will employ 50 or fewer new employees and has less than \$1 million in gross revenue. Programmatic activities are separated into enterprise or opportunity type grant activities.

Who may apply for this program?

Rural public entities including, but not limited to:

- Towns
- Communities
- State agencies
- Authorities

- Nonprofit corporations
- Institutions of higher education
- Federally-recognized Tribes
- Rural cooperatives (If organized as a private nonprofit corporation)

What is an eligible area?

RBDG funds must be used for projects benefitting rural areas or towns outside the urbanized periphery of any city with a population of 50,000 or more.

How much funding is available?

There is no maximum grant amount; however, smaller requests are given higher priority. Generally, grants range from \$10,000 to \$500,000. There is no cost sharing requirement. Opportunity grants are limited to up to 10 percent of the total RBDG annual funding.

How may funds be used?

Enterprise grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application. Uses may include:

- Training and technical assistance, such as project planning, business counseling/training, market research, feasibility studies, professional/technical reports, or product/service improvements
 - Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities
 - Pollution control and abatement
 - Capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital
 - Distance adult learning for job training and advancement
 - Rural transportation improvement
 - Community economic development
 - Technology-based economic development
 - Feasibility studies and business plans
 - Leadership and entrepreneur training
 - Rural business incubators
 - Long-term business strategic planning
- Opportunity grants can be used for:
- Community economic development
 - Technology-based economic development
 - Feasibility studies and business plans
 - Leadership and entrepreneur training
 - Rural business incubators
 - Long-term business strategic planning

How are applications evaluated?

All applications are evaluated based on:

- Evidence showing job creation at local businesses;
- Percent of non-federal funding committed to the project;

- Economic need in the area to be served;
- Consistency with local economic development priorities;
- Experience of the grantee with similar efforts; and
- Other factors described in the current Notice of Solicitation of Applications (NOSA), if one is published.

USDA Rural Community Development Initiative (RCDI) Grants

These grants are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes support housing, community facilities, & community and economic development projects in rural areas. Minimum grant award is \$50,000 with maximum grant award of \$250,000. Matching funds must be equal to the amount of the grant, 50/50, and in-kind contributions are not allowed. Partnerships with other federal, state, local, private and nonprofit entities are encouraged. This program will award a total of \$4 Million nationwide which equates to at least 16 projects. Applications are accepted on an annual basis through a NOFA in the Federal Register and it is recommended that the local Rural Development office be contacted if interested in this program.

Eligible applicants are public bodies, non-profit organizations, and qualified private (for-profit) organizations. An eligible area is rural and rural area which is any area other than (1) a city or town that has a population of greater than 50,000 inhabitants; and (2) the urbanized area contiguous and adjacent to such city or town.

Rural Community Development Initiative grants may be used for, but are not limited to:

- Training sub-grantees to conduct:
 1. Home-ownership education
 2. Minority business entrepreneur education
- Providing technical assistance to sub-grantees on
 1. Strategic plan development
 2. Accessing alternative funding sources
 3. Board training
 4. Developing successful child care facilities
 5. Creating training tools, such as videos, workbooks, and reference guides
 6. Effective fundraising techniques

2018 ALABAMA 200 Bicentennial Grant

Alabama Bicentennial Commission grants are intended to support local and statewide efforts to commemorate the state's 200th anniversary.

Criteria

To be considered for a community grant, the applicant must demonstrate to the commission's satisfaction that the proposed project meets the following required criteria.

17-10

Projects or programs must

- Be relevant to the commission's mission
- Have the support of the local community or county's bicentennial committee
- Have the support of the local municipal or county government
- Be open and accessible to the public
- Be culturally inclusive
- Be achievable

Eligibility for Application

- Local bicentennial committees
- Towns and communities
- Counties
- Historical, educational, cultural, civic, and community organizations (schools, public libraries, local history and heritage organizations, etc.)

Process

- Review grant guidelines and criteria
- Fill out the attached application
- Submit the attached application according to the deadlines listed below
- Applications will be reviewed by the Alabama Bicentennial Commission
- Grants will be awarded on a rolling basis up to June 1, 2018, or until all funds are committed
- Only one grant per community or county will be awarded

Exclusion Clause

The Alabama Bicentennial Commission Foundation will not fund the following:

- Individuals (i.e., candidates for public office)
- For-profit ventures
- Political organizations

Funds awarded by the Alabama Bicentennial Commission Foundation for bicentennial-related activities and projects will be awarded in compliance with State of Alabama Ethics Commission guidelines. Projects that create a conflict of interest with members of the Alabama Bicentennial Commission and/or Alabama Bicentennial Commission Foundation will not be funded.

The Alabama Bicentennial Commission Foundation reserves the right to withhold and/or recover grant funds if funds are not used in accordance with the approved application.

Grant Categories**Community Grants**

- Grant amount: up to \$2500
- Purpose: to fund bicentennial-related events, projects, and activities in communities
- Who can apply: municipal governments, 501c3 organizations, or local bicentennial committees

17-11

- Requirements: official endorsement or partnership with local bicentennial committee and local municipal government

County Grants

- Grant amount: up to \$5000
- Purpose: to fund bicentennial-related events, projects, and activities in a county
- Who can apply: county commission offices, 501c3 organizations, or local bicentennial committees
- Requirements: official endorsement or partnership with local bicentennial committee and local county government

Schedule and Deadlines

Grants will be awarded in four rounds or until all funds are committed.

- February 1, 2018, notification on March 1, 2018
- March 9, 2018, notification on April 6, 2018
- April 20, 2018, notification on May 18, 2018
- June 1, 2018, notification on June 29, 2018
- Dates after June 2018 will be announced if funds are still available.

EPA Brownfields Assessment Grants

The Small Business Liability Relief and Brownfields Revitalization Act requires the US Environmental Protection Agency (EPA) to publish guidance for grants to assess and clean up brownfield sites. EPA's Brownfields Program provides funds to empower states, communities, tribes, and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites.

A brownfield site is defined as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products, or is mine-scarred land. Projects are selected on a competitive basis and subject to availability of funds, quality of proposals, and other applicable considerations.

Information, including available funding for this program, routinely changes. Specific discussions should follow if warranted.

17-12

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

MTGY CO. COMMISSION
MAY 16 '18 AM 8:21

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

May 15, 2018

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

Dear Chairman Dean:

I am pleased to inform you of a new economic development tool in Alabama called **Opportunity Zones**. The program was established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term, private-sector investments in eligible urban and rural communities nationwide.

The Alabama Department of Economic and Community Affairs (ADECA) worked closely with the Governor's Office to select Alabama's 158 Opportunity Zones from the eligible Census tracts. The state's nominations were approved by the U.S. Department of the Treasury and the Internal Revenue Service on April 18, 2018.

Enclosed for your convenience are copies of **ADECA's new Opportunity Zone 101 brochure** that explains **the basics of the new program**, how the areas were selected and how they may benefit economic development efforts in your area. In addition, ADECA has published an interactive map of Alabama's Opportunity Zones that is powered by Geographic Information System (GIS) technology. You may access the GIS map at www.adeca.alabama.gov/opportunityzones.

I encourage you and those in your community to take advantage of this wonderful opportunity, and I wish you the best in your efforts to attract development, new industry and jobs to your area. As always, I and the entire staff here at ADECA are available to assist you in your endeavors to improve the quality of life for the residents in your community. Do not hesitate to contact me at 334-242-5100.

Sincerely,

Kenneth W. Boswell
Director

KWB:MWP:LCM

Enclosures (3)



The Opportunity Zones program is a new alternative economic development program established by Congress in the Tax Cuts and Jobs Act of 2017 to foster private-sector investments in low-income rural and urban areas. This is a new program with many moving parts. The Alabama Department of Economic and Community Affairs presents this brochure to give you a basic overview of the program and how it is being implemented in Alabama.

WHAT ARE OPPORTUNITY ZONES?

The areas eligible for submission as Opportunity Zones are low-income census tracts with a poverty rate of at least 20 percent and a median family income of less than 80 percent of the statewide or area median income. Census tracts are statistical subdivisions of a county established by the U.S. Census Bureau. Each tract averages between 1,200 and 8,000 in population and the Opportunity Zone tracts vary in size from 199 acres to 235,352 acres.

HOW CAN THEY BENEFIT MY AREA?

The program provides a federal tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds dedicated for investing in the designated Opportunity Zones.

HOW MANY OPPORTUNITY ZONES HAVE BEEN SELECTED?

Congress empowered governors to nominate Opportunity Zones in their states by using up to 25 percent of their low-income community census tracts. In Alabama, 629 of the state's 1,181 census tracts qualified as low-income community tracts. Of those 629 eligible tracts, Governor Kay Ivey was authorized to select 158 as Opportunity Zones.

WHO SELECTED THEM?

The Governor's Office, with the help of ADECA, identified and selected the 158 Opportunity Zones from the qualifying tracts. There is at least one Opportunity Zone in each of the state's 67 counties.

HOW WERE THEY SELECTED?

The Governor's Office and ADECA used an objective methodology that involved input from a variety of resources to determine areas where the program could be most effective. Methods used in the selection process included a county-by-county examination of previous designations as advantage sites or industrial sites, a review of aerial imagery for development activities by ADECA's Geographic Information Systems Unit and data and research compiled by federal, state and local organizations.



WHO APPROVED THE STATE'S NOMINATIONS FOR OPPORTUNITY ZONES?

Alabama's Opportunity Zones were approved by the U.S. Treasury Department and the Internal Revenue Service on April 18, 2018. According to the U.S. Treasury Department, the qualified Opportunity Zones will retain this designation for 10 years. Investors can defer tax on any prior gains up to Dec. 31, 2026, so long as the gain is reinvested in a Qualified Opportunity Fund, an investment vehicle organized to make investments in Qualified Opportunity Zones. In addition, if the investor holds the investment in the Opportunity Fund for at least 10 years, the investor would be eligible for an increase in its basis equal to the fair market value of the investment on the date that it is sold.



WILL THERE BE A WEBSITE WITH A MAP AND MORE INFORMATION?

A webpage with an interactive map and more information about Opportunity Zones is available on ADECA's website at www.adeca.alabama.gov/opportunityzones.



ALABAMA'S OPPORTUNITY ZONES



Interactive map available at adeca.alabama.gov/opportunityzones

FAST FACTS

- 158 nominated opportunity zones
- At least one opportunity zone in each of Alabama's 67 counties
- Size varies from 199 acres to 235,352 acres



401 ADAMS AVENUE

P.O. Box 5690

MONTGOMERY, ALABAMA 36103-5690

334-242-5100

ADECA.ALABAMA.GOV/OPPORTUNITYZONES



OPPORTUNITY ZONES 101



INTRODUCING A NEW TOOL FOR
ECONOMIC DEVELOPMENT



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

To : MCSO Personnel

FROM : Sheriff Derrick Cunningham

SUBJECT: Corporal Steve Smith – Chaplain of the Year

DATE : May 16, 2018

We are having a Press Conference on Thursday, May 24, 2018 @ 10:00 to honor Corporal Steve Smith as the National Sheriff's Association Chaplain of the Year. This Press Conference will be held on the first floor in the patrol muster room. If your schedules permit, please come and support Corporal Smith as he is recognized with this award for all of his hard work and dedication.

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

19-1

Tammy Nix

From: Christopher Turner
Sent: Thursday, April 05, 2018 10:54 AM
To: Darryl Parker; Marjorie Smith; Karen Barker
Cc: William Flowers; Donald Mims
Subject: RE: Legislative act

The legislation does not set an election date, therefore the proposed constitutional amendment automatically goes on the next **General Election** ballot (November, 2018).

-Christopher

From: Darryl Parker
Sent: Thursday, April 5, 2018 10:32 AM
To: Christopher Turner <CHRISTOPHERTURNER@mc-ala.org>; Marjorie Smith <MarjorieSmith@mc-ala.org>; Karen Barker <KarenBarker@mc-ala.org>
Cc: William Flowers <WILLIAMFLOWERS@mc-ala.org>
Subject: FW: Legislative act

We now have this amendment to be put on our ballots for June. Let's get this prepped and ready to go ASAP. Thanks.

Darryl Parker
Director Elections
Montgomery Election Center
Office of Probate Judge Steven L. Reed
125 Washington Ave.
Montgomery, AL 36104
(334)832-7169 Office
(334)832-7131 Fax
DarrylParker@mc-ala.org

From: Steven Reed
Sent: Thursday, April 5, 2018 10:08 AM
To: Darryl Parker <DarrylParker@mc-ala.org>
Cc: William Flowers <WILLIAMFLOWERS@mc-ala.org>
Subject: Fwd: Legislative act

FYI

Sent from my iPhone

Begin forwarded message:

From: Cassandra <crosby40@gmail.com>
Date: April 5, 2018 at 10:01:07 AM CDT
To: Donald Mims <DonaldMims@mc-ala.org>
Cc: Steven Reed <STEVENREED@mc-ala.org>, Hannah Hawk <HannahHawk@mc-ala.org>, Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Legislative act

Donnie, see the attached signed legislative act for the County Commissioner's retirement. It is a constitutional amendment and will need to be put on the ballot. I have copied Judge Reed in this email.

Please advise myself or Ron should you have any questions...

Thank you
Cassandra
Crosby Drinkard Group

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Farc-sos.state.al.us%2FPAC%2FSOSACPDF.001%2FA0012665.PDF&data=02%7C01%7Cstevenreed%40mc-ala.org%7C18a4508af4fb4df05bcc08d59b061234%7C3ea9de18e9234a659a31c1f6d89574eb%7C0%7C1%7C636585373144084960&sdata=PYwtDSTAAfj4lbEaB%2BbY7izEgODWNR23CzMzlxrtfbl%3D&reserved=0>

Sent from Cassandra's iPad

ACT #2018-

388
CA

- 1 HB121
- 2 181785-3
- 3 By Representative Lawrence (Constitutional Amendment)
- 4 RFD: State Government
- 5 First Read: 09-JAN-18

1

2 ENROLLED, An Act,

3

4

5

6

Proposing an amendment to the Constitution of
Alabama of 1901, to allow the members of the Montgomery County
Commission to participate in the Employees' Retirement System.
BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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Section 1. The following amendment to the
Constitution of Alabama of 1901, is proposed and shall become
valid as a part of the Constitution when all requirements of
this act are fulfilled:

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PROPOSED AMENDMENT

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No elected or appointed Montgomery County
Commissioner may assume a supernumerary office after the
effective date of this amendment. Each member of the
Montgomery County Commission may participate in the Employees'
Retirement System of Alabama upon the same terms and
conditions as may be specified by law for any other employee
in the same retirement system. A Montgomery County
Commissioner holding office at the time of the ratification of
this amendment shall be eligible to purchase service credit in
the Employees' Retirement System for the time the official has
served in the current office; provided, however, the official
may not assume a supernumerary office.

24

25

Section 2. An election upon the proposed amendment
shall be held in accordance with Section 284 and Section

1 284.01 of the Constitution of Alabama of 1901, now appearing
2 as Section 284 and Section 284.01 of the Official
3 Recompilation of the Constitution of Alabama of 1901, as
4 amended, and the election laws of this state.

5 Section 3. The appropriate election official shall
6 assign a ballot number for the proposed constitutional
7 amendment on the election ballot and shall set forth the
8 following description of the substance or subject matter of
9 the proposed constitutional amendment:

10 "Relating to Montgomery County, proposing an
11 amendment to the Constitution of Alabama of 1901, to allow the
12 members of the Montgomery County Commission to participate in
13 the Employees' Retirement System.

14 "Proposed by Act _____."

15 This description shall be followed by the following
16 language:

17 "Yes () No () ."

1

2

3

Mac McClatchey

4

Speaker of the House of Representatives

5

Del M. ...

6

President and Presiding Officer of the Senate

7

House of Representatives

8

I hereby certify that the within Act originated in
and was passed by the House 08-MAR-18.

9

10

11

Jeff Woodard
Clerk

12

13

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16

Senate

22-MAR-18

17

Passed

Alabama Secretary Of State

Act Num.....: 2018-388
Bill Num.....: H-121

50

HB

YEAS 77 NAYS 8

ORIGINAL

House Bill No.

121

DATE:

INDEFINITELY POSTPONED YEAS NAYS

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INSOR

DIST. NO.

RWRank69

SPONSORS

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HOUSE ACTION

DATE:

1-112018

RD 1 RFD

56

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on

State Government was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be

Passed w/amend(s) w/sub

this 15th day of January 2018Mark M. Tugge Chairperson

DATE:

2-12018

RF

A-4

RD 2 CAL

DATE:

2018

RE-REFERRED |

RE-COMMITTED |

Committee

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill,

SENATE ACTION

DATE:

2018

RD 1 RFD

This Bill was referred to the Standing Committee of the Senate on

LL1and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report

w/amd(s) w/sub w/eng sub

by a vote of

yeas nays abstain

this 21st day of March 2018Gerald Dial Chairperson

DATE:

3-212018

RF

FMRD 2 ☒ CAL ☐I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 121

YEAS NAYS

PATRICK HARRIS,
Secretary

DATE:

3-22-18

RD 3 at length

PASSED ☒PASSED AS AMENDED ☐YEAS 20NAYS 1

And was ordered returned forthwith to the House.

PATRICK HARRIS,
Secretary

20-7



MTG CO. COMMISSION
MAY 9 '18 AM 8:28

May 8, 2018

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

Dear Montgomery County Commission:

The Cancer Wellness Foundation of Central Alabama requests the Montgomery County Commission's consideration in allocating \$5,000 to our organization for the 2018/ 2019 fiscal year. We are grateful to your continued support and, especially, of the \$5,000 you gave on behalf of our patients last year. Our Foundation has been "Giving Help and Giving Hope" to LOCAL cancer patients throughout central Alabama since 1997. **Last year we served 256 patients from Montgomery County.** Your gift of funding would help cancer patients from Montgomery County with: **transportation** to and from chemotherapy treatments, radiation treatments, and cancer related doctor's appointments; and **medications for treatment regimen.**

Attached you will find our service report outlining the assistance we provided to patients specifically from Montgomery county in 2017. Some of the monies listed under medication come from grants we were able to obtain on behalf of our patients and do not represent actual dollars given to patients. The gas voucher program does come directly from the monies we raise through various fundraising and you will notice we provided **\$5,186.10** in gas vouchers helping Montgomery county residents last year. Included with this correspondence is our annual budget for 2018 and our non-profit status letter.

No other organization in the area provides the services we do for our patients. As a small nonprofit with a limited budget, we continue to exist from individual contributions, grant awards, local fundraisers and support from businesses and surrounding communities. Your financial support would allow us to continue the work we do helping those fighting to be well again.

The Cancer Wellness Foundation of Central Alabama Board of Directors, staff, and most of all our patients thank you for this consideration.

Sincerely,

Wendy Anzalone
Executive Director
(334) 273-2279
WMAnzalone@montgomerycancer.com

(Giving help;
giving hope)

Board of Directors:

Tom Broughton,
President
Virginia Whitfield,
Vice President
Jeff Key,
Secretary
Annamarie Jones,
Treasurer
David Barranco
Elton Brooks
Jennifer Conner, DNP
Dr. Stephen Davidson
Dr. Nina Nelson-Garrett
Carol Golsan
Patrick Mullen
Margaret Neki
Tommy Patterson
Janet Roberts
Pat Goodwin Robertson
Kellie Rhyne
Dr. Holly Smith Roth
Dr. William Saliski
Sarah Spear
Dr. Alex Whitley

Advisory Board:

Nigel Guntharp
Donna Henderson
Kent Rose
Larry Stevens
Dr. Keith Thompson
Drue Tubbs
Randall Turner
David Woods

4145 Carmichael Road
Montgomery, Alabama
36106-2801

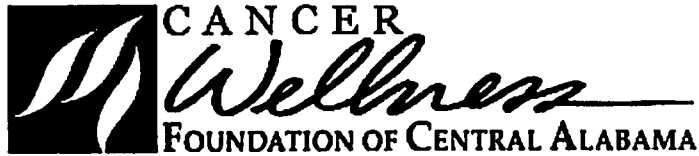
334.273.2279
334.386.2921 fax

www.cancerwellnessfoundation.org

Formerly known as the Montgomery Cancer Wellness Foundation, our mission is to provide supportive services, educational services and assistance to cancer patients throughout Central Alabama including those patients who lack the resources necessary to otherwise receive comprehensive healthcare. The Wellness Foundation is a 501(c)(3) nonprofit organization. Donations are tax deductible as allowed by law.
Tax ID: 72-1366767



21-1



Services Provided for
Montgomery County

1/1/2017 to 12/31/2017

Total Patients served in Montgomery 256

Services Provided

Patient Advocate

"Well Card" assessment	\$1,200.00
Co-Pay Assistance	\$315,047.00
Medicare Part D planning	\$313.40
Medication Assistance	\$3,365,976.06
MedNet	\$25.00
Nutritional Assistance	\$63.91
Transportation	\$25.00
Well Card Renewal	\$425.00

Social Worker

Assessment/info	\$1,040.00
Gas Vouchers	\$5,186.10
MedNet	\$25,758.50
Transportation	\$13,977.00

Total Value of Services Provided: \$3,729,036.97



CENTRAL ALABAMA AGING CONSORTIUM

2500 FAIRLANE DRIVE, SUITE 200 • MONTGOMERY, ALABAMA 36116

AREA AGENCY ON AGING

SUSAN SEGREST
EXECUTIVE DIRECTOR

PHONE: (334) 240-4680
FAX: (334) 240-4681
www.centralalabamaaging.org

April 16, 2018

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

Re: Montgomery County One-Time Assessment

Dear Mr. Mims:

As you know, Central Alabama Aging Consortium (CAAC) is the Area Agency on Agency created by the local governments in 1975 to serve the senior citizens of the tri-county area. The Board of Directors includes a member from each of the 3 county commissions, and the mayor (or designee) of the cities and towns in the service area. CAAC continues its mission today to develop, coordinate, and support services in the community that promote an active life-style where those we serve can live and thrive. The representative from the Montgomery County Commission is Doug Singleton.

During its March 29, 2018 board meeting, the board members unanimously approved a one-time assessment from the local governments in CAAC's service area to improve its financial position and enable the agency to better meet the needs of the elderly and disabled individuals who live in our communities. The one-time request for Montgomery County is \$36,025.00.

CAAC contracts with local home care agencies, non-profits, faith-based organizations, and partners with numerous community businesses and organizations to assist those who need help to remain in the communities we both serve. Last year, CAAC provided assistance to 8,508 unduplicated senior citizens and those with disabilities in Montgomery County. For meals alone, CAAC provided 51,837 meals to senior citizens at Montgomery County congregate nutrition sites, totaling \$108,276.53. CAAC also paid \$285,455.93 for hot meals delivered to 441 Montgomery County residents who are homebound. In addition, CAAC provided 14,832 frozen door-to-door delivery meals to 189 homebound clients, totaling \$63,406.66. Please note that this is information on only one of the many services CAAC provides.

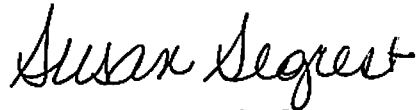
Should you need additional information or need someone to come and speak with the commission, please contact Susan Segrest at 334-240-4680 or via e-mail at susan.segrest@adss.alabama.gov. We

appreciate your continued support of the agency and those we serve. Thank you for your consideration of our request, and we look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Singleton". The signature is fluid and cursive, with a large initial "D" and "S".

Doug Singleton, Montgomery County Commission
CAAC Board Chair

A handwritten signature in black ink, appearing to read "Susan Segrest". The signature is cursive, with a large initial "S" and "S".

Susan Segrest, Executive Director
CAAC

Donald Mims

From: Segrest, Susan <Susan.Segrest@adss.alabama.gov>
Sent: Wednesday, May 16, 2018 3:12 PM
To: Donald Mims
Cc: 'bcox@abcpa.com'
Subject: One-Time Assessment

The amounts requested from the member governments for the one-time assessment are:

Autauga County	\$8,802.00
Elmore County	\$12,957.00
Montgomery County	\$36,025.00

Autaugaville	\$138.00
Billingsley	\$22.00
Eclectic	\$161.00
Millbrook	\$2,413.00
Montgomery	\$31,884.00
Prattville	\$5,616.00
Tallassee	\$764.00
Wetumpka	\$1,218.00

Let me know if you need additional information.



Susan Segrest
Executive Director
2500 Fairlane Drive, Suite 200
Montgomery, AL 36116
334-240-4680 (Telephone)
334-240-4681 (Fax)
susan.segrest@adss.alabama.gov
centralalabamaaging.org

Expense Budget Worksheet Report

Central Alabama Aging Consortium

Account Description	2008		2009		2010		2011		2012		2013		2014		2015		2016		2017		2018	
	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget	Adopted	Budget

Central Ala Aging Consortium	42,132.00		42,132.00		31,600.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00	
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Accounts Payable by G/L Distribution

Report

G/L Date Range 10/01/09 - 05/11/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
Fund 001 - General Fund					
Department 59320 - Agency Appropriations					
Account 498 - Miscellaneous Appropriations					
1530 - Central Alabama Aging Consortium EV# 576311	2010-00000254	MISC APPROPRIATION C2010-5	Paid by Check # 203053	10/16/2009	2,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2010-00001305	MISC APPROPRIATION c2010-29	Paid by Check # 204769	12/24/2009	1,700.00
1530 - Central Alabama Aging Consortium EV# 576311	2010-00004067	MISC APPROPRIATION C2010-82	Paid by Check # 209179	07/01/2010	1,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2011-00000471	MISC APPROPRIATION C2011-6	Paid by Check # 212329	10/29/2010	500.00
1530 - Central Alabama Aging Consortium EV# 576311	2011-00000770	MISC APPROPRIATION C2011-13	Paid by Check # 213483	11/19/2010	2,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2011-00002045	MISC APPROPRIATION C2011-42	Paid by Check # 215243	02/18/2011	500.00
1530 - Central Alabama Aging Consortium EV# 576311	2011-00003786	MISC APPROPRIATION C2011-73	Paid by Check # 217615	06/17/2011	1,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2012-00000234	MISC APPROPRIATION C2012-2 INGRAM	Paid by Check # 220424	10/14/2011	500.00
1530 - Central Alabama Aging Consortium EV# 576311	2012-00000235	MISC APPROPRIATION C2012-3 INGRAM	Paid by Check # 220423	10/14/2011	500.00
1530 - Central Alabama Aging Consortium EV# 576311	2012-00000407	MISC APPROPRIATION C2012-10 WILLIAMS	Paid by Check # 220757	10/28/2011	2,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2012-00002220	MISC APPROPRIATION C2012-44 INGRAM	Paid by Check # 224226	03/16/2012	1,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2012-00002222	MISC APPROPRIATION C2012-44 POLIZOS	Paid by Check # 224227	03/16/2012	500.00
1530 - Central Alabama Aging Consortium EV# 576311	2013-00000226	MISC APPROPRIATION C 2013-12 WILLIAMS	Paid by Check # 229757	10/12/2012	2,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2013-00000827	MISC APPROPRIATION C2013-43 POLIZOS	Paid by Check # 231576	11/30/2012	2,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2013-00003500	MISC APPROPRIATION C2013-108 INGRAM	Paid by Check # 235638	06/07/2013	500.00
1530 - Central Alabama Aging Consortium EV# 576311	2013-00003501	MISC APPROPRIATION NC2013-107 POLIZOS	Paid by Check # 235639	06/07/2013	1,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2013-00004064	MISC APPROPRIATION C2013-119 INGRAM	Paid by Check # 236671	07/19/2013	800.00
1530 - Central Alabama Aging Consortium EV# 576311	2014-00000197	MISC APPROPRIATION C2014-10 WILLIAMS	Paid by Check # 238819	10/11/2013	2,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2014-00000627	MISC APPROPRIATION C2014-30 POLIZOS	Paid by Check # 239484	11/08/2013	1,500.00
1530 - Central Alabama Aging Consortium EV# 576311	2014-00004509	MISC APPROPRIATION C2014-106 INGRAM	Paid by Check # 247156	09/12/2014	5,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2015-00000144	MISC APPROPRIATION C2015-1 INGRAM	Paid by Check # 247733	10/10/2014	5,000.00

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Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/09 - 05/11/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
1530 - Central Alabama Aging Consortium EV# 576311	2016-00000134	MISC APPROPRIATION C2016-1 DEAN	Paid by Check # 256083	10/09/2015.	1,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2016-00001552	MISC APPROPRIATION C2016-46 WILLIAMS	Paid by Check # 258689	02/19/2016	1,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2017-00001145	MISC APPROPRIATIONS C2017-32 DEAN	Paid by Check # 266708	01/20/2017	1,000.00
1530 - Central Alabama Aging Consortium EV# 576311	2018-00000454	MISC APPROPRIATION C2018-20 SANKEY	Paid by Check # 273330	11/09/2017	1,000.00
Account 498 - Miscellaneous Appropriations Totals 25					<u>\$40,000.00</u>

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UPCOMING BIDS/CONTRACT RENEWALS – MAY – 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>MAY</u>						
	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 51901-15B-022	Garbage Collection Garbage Collection	Support Service Support Service	Advanced Disposal- Sea Coast Disposal		June 30, 2018 June 30, 2018
	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal		June 30, 2018
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		June 29, 2018
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2018	July 31, 2019
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2018
	53100-14B-030	Landscape-Industrial Park	Engineering	SharpCut Lawn Service		July 17, 2018

**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	41,031	4,392	11.99%
JUNE	38,156			0.00%
JULY	41,913			0.00%
AUGUST	39,546			0.00%
SEPTEMBER	40,122			0.00%
TOTAL	323,904	308,002	(15,902)	-4.91%

YTD Totals 2017

\$483,641

\$308,002

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	3,980,980	71,671	4,052,651	(82,869)	-2.00%
MAY	3,604,052					
JUNE	3,593,426					
JULY	3,756,734					
AUGUST	3,435,784					
SEPTEMBER	3,665,491					
Year to Date	\$25,617,345	\$25,460,294	\$546,659	\$26,006,953	\$389,608	1.52%

Total YTD 2017	\$43,672,831	\$25,617,345
Total YTD 2016	\$42,941,719	\$25,146,688
Total YTD 2015	\$42,229,243	\$24,723,576

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	4,011,144	71,671	4,082,814	(236,084)	-5.47%
MAY	3,680,847					
JUNE	3,659,662					
JULY	3,801,223					
AUGUST	3,478,806					
SEPTEMBER	3,627,493					
Year to Date	\$26,072,613	\$25,748,889	\$546,659	\$26,295,549	\$222,936	0.86%

Total YTD 2017	\$44,320,643	\$26,072,613
Total YTD 2016	\$43,552,955	\$25,387,275
Total YTD 2015	\$43,026,884	\$25,092,663

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

EDUCATION SALES TAX

Month Deposited	FY 2017	FY 2018	Increase (Decrease)	
	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	2,637,722	(85,639)	-3.14%
MAY	2,427,158			
JUNE	2,420,872			
JULY	2,402,677			
AUGUST	2,248,592			
SEPTEMBER	2,335,523			
Year to Date	\$16,997,666	\$16,996,828	-\$837	0.00%

GASOLINE TAX

Collections	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	138,955	(296)	-0.21%
	131,771			
	128,386			
	152,388			
	138,355			
	166,378			
	\$913,335	\$923,717	\$10,382	1.14%

Total YTD 2017	\$28,832,488	\$16,997,666
Total YTD 2016	\$28,751,678	\$16,781,614
Total YTD 2015	\$28,371,485	\$16,558,407

\$1,630,613	\$913,335
\$1,622,822	\$924,975
\$1,613,839	\$913,318

25-3

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	274,212	21,701	8.59%
MAY	219,103			
JUNE	240,823			
JULY	228,679			
AUGUST	229,423			
SEPTEMBER	230,915			
Year to Date	\$1,485,595	\$1,525,064	\$39,470	2.66%

25-4
 Total YTD 2017 \$2,634,537 \$1,485,595
 Total YTD 2016 \$2,710,090 \$1,507,432
 Total YTD 2015 \$2,577,637 \$1,424,979

Lodging Tax

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

Statistical Report for April 2018

US Marshal Inmates Received	31
FBOP Inmates Received	138
US Marshal Inmate Carryovers from Previous Month	85
FBOP Inmate Carryovers from Previous Month	17
Total US Marshal Inmate Days	2861
Total FBOP Inmate Days	537
Total Federal Inmate Days	3398

State Inmates Received	315
State Inmate Carryovers from Previous Month	504
Total State Inmates in Facility this Month	819
Total State Carryovers to Next Month	497
Total State Inmate Days	15,145

Total Inmates (State and Federal Combined)	1090
Total Inmate Days (State and Federal Combined)	18,543

* Average Daily Population	<u>618</u>
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Total Days Billed to the State	15,145
Amount Charged to the State	\$ 26,503.75
Sheriff's Allowance	\$ 337.50
Total Charged to the State	\$ 26,841.25

Total Spent for Food this Month	\$57,159.60
Amount Over Allowance	\$56,822.10
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.77

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 #04-2018								
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 05/01/2018		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 BAL NUMBER									
SHIPPED FROM				TO		WEIGHT							
NUMBER AND DATE OF ORDER April Jail Bill 04/01/2018 to 04/30/2018		DATE OF DELIVERY OR SERVICE 04/30/2018		ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i> Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-		QUAN- TITY 952		UNIT PRICE COST PER		AMOUNT (1)			
						1		0.545 Mile 0.545		518.84 0.29			
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)												TOTAL 519.13	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES							
		= \$		= \$1.00									
		BY 2											
		TITLE				Amount verified, correct for payment							
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													
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			

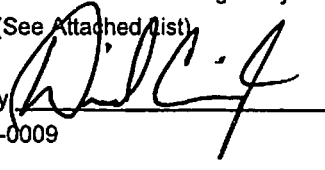
Previous edition usable

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.

26-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #04-2018						
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		SCHEDULE NO. PAID BY USMS M/AL Montgomery					
				05/01/2018							
				CONTRACT NUMBER AND DATE							
				REQUISITION NUMBER AND DATE		DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER					
<table border="0" style="width:100%;"> <tr> <td style="width:15%; vertical-align: top;">PAYEE'S NAME AND ADDRESS</td> <td style="width:45%;"> Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org </td> <td style="width:40%;"> TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009 </td> </tr> </table>							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		
							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		
SHIPPED FROM				TO		WEIGHT					
GOVERNMENT B/L NUMBER											
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE		ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE		AMOUNT (1)		
							COST	PER			
April Jail Bill 04/01/2018 to 04/30/2018		04/30/2018		Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-		2861	48	Day	137,328.00		
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL 137,328.00											
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: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.

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 #04-2018		
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 05/01/2018		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY FBOP Montgomery	
				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			
				GOVERNMENT B/L NUMBER			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
April Jail Bill 04/01/2018 to 04/30/2018	04/30/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by: COR: _____	537	48	Day	25,776.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL	25,776.00
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 recopied 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

April , 2018

Month						Year		
Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	501					501	\$ 876.75	\$ 11.25
2	504					504	\$ 882.00	\$ 11.25
3	507					507	\$ 887.25	\$ 11.25
4	514					514	\$ 899.50	\$ 11.25
5	516					516	\$ 903.00	\$ 11.25
6	507					507	\$ 887.25	\$ 11.25
7	511					511	\$ 894.25	\$ 11.25
8	504					504	\$ 882.00	\$ 11.25
9	509					509	\$ 890.75	\$ 11.25
10	510					510	\$ 892.50	\$ 11.25
11	508					508	\$ 889.00	\$ 11.25
12	517					517	\$ 904.75	\$ 11.25
13	505					505	\$ 883.75	\$ 11.25
14	500					500	\$ 875.00	\$ 11.25
15	501					501	\$ 876.75	\$ 11.25
16	509					509	\$ 890.75	\$ 11.25
17	509					509	\$ 890.75	\$ 11.25
18	514					514	\$ 899.50	\$ 11.25
19	514					514	\$ 899.50	\$ 11.25
20	506					506	\$ 885.50	\$ 11.25
21	499					499	\$ 873.25	\$ 11.25
22	500					500	\$ 875.00	\$ 11.25
23	506					506	\$ 885.50	\$ 11.25
24	507					507	\$ 887.25	\$ 11.25
25	501					501	\$ 876.75	\$ 11.25
26	496					496	\$ 868.00	\$ 11.25
27	489					489	\$ 855.75	\$ 11.25
28	495					495	\$ 866.25	\$ 11.25
29	488					488	\$ 854.00	\$ 11.25
30	498					498	\$ 871.50	\$ 11.25
31	0					0	\$ -	\$ -
Total	15145	0	0	0	0	15145	\$ 26,503.75	\$ 337.50

Amount Chargeable to the State (0900-14) \$ 26,503.75

SSN: Sheriff's Allowance (0900-31) \$ 337.50

Total Amount \$ 26,841.25

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me Marilyn M. Crenshaw

Notary Public, personally appeared

MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

makes oath that the within account for

26841.25

Dollars is correct and

that no part here of has been paid.

Sworn to and subscribe before me this

2nd

day of

May, 20 18

Sheriff Signature

Notary Public Signature

26-5

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

April 2018 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	9	1.02%
W/M	73	16.33%
B/M	368	68.37%
W/F	23	6.12%
B/F	31	8.16%
O/F	0	0.00%
Total	504	100.00%

Number of Inmates Received During the Month:

O/M	4	1.27%
W/M	68	21.59%
B/M	177	56.19%
W/F	24	7.62%
B/F	40	12.70%
O/F	2	0.63%
Total	315	100.00%

Total Number of Inmates in Jail During the Month:

O/M	13	1.59%
W/M	141	17.22%
B/M	545	66.54%
W/F	47	5.74%
B/F	71	8.67%
O/F	2	0.24%
Total	819	100.00%

Number of Inmates Released or Removed During the Month:

O/M	4	1.24%
W/M	60	18.63%
B/M	189	58.70%
W/F	26	8.07%
B/F	41	12.73%
O/F	2	0.62%
Total	322	100.00%

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

O/M	9	1.81%
W/M	81	16.30%
B/M	356	71.63%
W/F	21	4.23%
B/F	30	6.04%
O/F	0	0.00%
Total	497	100.00%

26-6

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

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

Number of Inmates Brought Over from Previous Month:

O/M	2
W/M	3
B/M	12
W/F	0
B/F	0
O/F	0
Total	<u>17</u>

Number of Inmates Received During the Month:

O/M	2
W/M	1
B/M	13
W/F	0
B/F	0
O/F	0
Total	<u>16</u>

Number of Inmates in Jail During the Month:

O/M	4
W/M	4
B/M	25
W/F	0
B/F	0
O/F	0
Total	<u>33</u>

Number of Inmates Released or Removed During the Month:

O/M	1
W/M	1
B/M	11
W/F	0
B/F	0
O/F	0
Total	<u>13</u>

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

O/M	3
W/M	3
B/M	14
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

26-7

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

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

Number of Inmates Brought Over from Previous Month:

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

Number of Inmates Received During the Month:

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

Number of Inmates in Jail During the Month:

O/M	10
W/M	22
B/M	74
W/F	8
B/F	9
O/F	<u>1</u>
Total	124

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	10
B/M	16
W/F	0
B/F	6
O/F	<u>0</u>
Total	32

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

O/M	10
W/M	12
B/M	58
W/F	8
B/F	3
O/F	<u>1</u>
Total	92

2.6-8

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	180	199	204	184	184	185	185	0	0	0	0	0	
Fees Collected	195.00	305.50	550.00	200.00	415.00	340.00	200.00	-	-	-	-	-	\$2,205.50
~Pre-Trial Release Participants	37	40	36	36	37	32	32	0	0	0	0	0	
(Jail Bed- Days Saved)	1157	1140	1178	1111	1022	1059	992	0	0	0	0	0	
Fees Collected	664.00	250.00	160.00	665.00	220.00	515.00	498.00	-	-	-	-	-	\$2,962.00
~Drug Court Offenders	17	16	19	21	10	25	26	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	2,485.00	-	-	-	-	-	\$15,512.00
~Jail/Prison Diversion Offenders	159	151	166	157	159	170	174.00	0	0	0	0	0	
Fees Collected	2,168.50	1,890.00	2,180.00	2,209.00	2,675.00	2,286.00	2,412.50	-	-	-	-	-	\$15,821.00
Amt. Billed to AL Dept. of Corrections	29,400.00	25,390.00	31,600.00	33,975.00	30,200.00	35,180.00	39,360.00	-	-	-	-	-	\$225,105.00
~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	257	0	0	0	0	0	
Fees Collected	1,340.00	1,370.00	1,140.00	1,440.00	1,535.00	1,395.00	1,570.00	-	-	-	-	-	\$9,890.00
~E.V.E.N. DV Program Enrolled	91	94	92	88	91	90	87	0	0	0	0	0	
Fees Collected	1,095.00	1,060.00	\$865.00	1,100.00	1,070.00	1,775.00	1,440.00	-	-	-	-	-	\$8,405.00
~Other Fees Collected	215.00	80.00	140.00	260.00	200.00	320.00	195.00	0.00	0.00	0.00	0.00	0.00	\$1,410.00
TOTAL FEES: (15-16 FY)	\$ 36,904.50	\$ 32,165.50	\$ 38,940.00	\$ 42,019.00	\$ 38,785.00	\$ 44,325.00	\$ 48,160.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281,310.50
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	504	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	22	0	0	0	0	0	
(Community Service Hours)	179	181	139	142	116	131	111	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	\$ 949.75	\$ 804.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$7,241.88

Budget Allocation (Anticipated Revenue)
Total Amount Collected/Billed to Date
Balance (of anticipated revenue)

Drug Court	AL D.O.C.	Client Fees	E.V.E.N.
\$32,650.00	\$360,460.00	\$88,740.00	\$28,150.00
\$15,512.00	\$225,105.00	\$30,878.50	\$8,405.00
\$17,138.00	\$135,355.00	\$57,861.50	\$19,745.00

Revenue Comparison to Prior Year

Current FY Year to Date Total
Prior Year to Date
Difference From Prior Year

\$281,310.50
\$282,048.50
-\$738.00

Total Projected Fees from All Other Sources*
Target Amount expected to be collected/billed by date
Total Collected/Billed to date

\$510,000.00
\$297,500.00 Target Percent 58.33%
\$281,310.50 % of Goal Collected/Billed to date** 55.16%
**Goal = \$510,000 divided by 12 & X# of Months Completed this FY
-\$16,189.50

Difference from Anticipated Revenue to Date: + or -
*Other than from County Appropriations

27-1