

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

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the January 22, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, January 22, 2018, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Because of a timing conflict with the 2018 State of the City and County meeting, the County Commission, at the meeting on January 8, 2018, agreed to place on the next agenda a Resolution to change the time of the February 20, 2018 County Commission Meeting. **The 2018 State of the City and County meeting has been rescheduled to March 22, 2018, and therefore, there is no need to change the meeting time of the February 20, 2018 Commission meeting.**

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

1. County Commission Information Session Schedule for January 22, 2017

Items to Consider for the Monday, February 5, 2018 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization to Purchase Three Additional Vehicles, Appraisal Department
3. Consider Authorization of Amendment Number 1 to Contract with MAC Uniforms for Sheriff's Office Uniforms, Items 22, 37-58 regarding a One (1) Year Extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008, Sheriff's Office

4. Consider Authorization of Amendment Number 1 to Contract with Gulf States Distributors for Sheriff's Office Uniforms, Items 28 and 29 regarding a One (1) Year Extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008, Sheriff's Office
5. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Wares Ferry Road from the Montgomery City Limits to SR-126, Project# ACAA61053-ATRP(017); MCP# 51-75-14; ATRIP# 51-05-14 and Related Resolution, Engineering Department
6. Consider Authorization of Amendment Number 2 to Contract with Dunn Construction, Co., Inc., for Crushed Stone regarding a One (1) Year Extension, beginning January 4, 2018 and ending on January 3, 2019, Contract Number 53000-16B-006, Engineering Department
7. Consider Authorization of Contract with Goodwyn, Mills and Cawood, Inc., regarding Construction Engineering and Inspection Services for the Gerhardi Industrial Access Road Project, County Commission
8. Consider Authorization of Amendment Number 2 to Contract with Dieter Consulting Services, Inc., for Inspection and Evaluation of Elevators regarding a One (1) Year Extension, beginning February 15, 2018 and Ending February 14, 2019, Contract Number 59310-16P-002, County Commission
9. Consider Authorization of Change Order Number 2 to Contract with Stallings & Sons, Inc., for Annex I, First Floor Renovations, County Commission
10. Consider Authorization of Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission
11. Consider Authorization to Rename the Flatwood Community Center the Jiles Williams, Jr., Community Center, County Commission

Personnel Action Items

12. Copy of Memorandum regarding Personnel Review of County Commission Departments and Positions

General Information

13. Copy of Email from Director of Retention Jessica G. Horsley with the Montgomery Area Chamber of Commerce regarding DAS Mortgage Release
14. Copy of Email from City Finance Director Barry Crabb regarding the Insolvent 2017 Tax Bill for the IREP Facility. At the last Commission meeting, he requested payment of \$40,905 from the County.

15. Copy of Email from Cedric Campbell with Goodwyn, Mills and Cawood, Inc., regarding possible Asbestos Survey concerning the Proposed Park located on Airbase Boulevard (old Maxwell Heights property). This survey would help determine a more accurate cost for demolition of buildings on the property.
16. Copy of Memorandum regarding the Montgomery County Board of Human Resources Board Member Appointment
17. Copy of Memorandum regarding Changing the March 5, 2018 Commission Meeting Date
18. Copy of Central Alabama Regional Planning and Development Commission Activities for Montgomery County and Other Governmental Entities
19. Copy of Letter to Advanced Disposal giving Notice to Cancel their Contract and to Rebid the Residential Solid Waste Collection and Disposal Services
20. Copy of Proposed "On the Road Again" Tour Dates for Commission District Meetings
21. Copy of County Commissioners' Upcoming Events
22. Copy of Schedule of Upcoming Bids/Contract Renewals for January – April 2018
23. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for January 2018
24. Copies of Revenue Reports for December 2017 from Tax and Audit Department
25. Copy of Population Report for December 2017 for the Mac Sim Butler Detention Facility
26. Copy of Census and Fiscal Report for December 2017 for Community Corrections

Previous Requests for Funding

During the January 8, 2018 County Commission meeting, Executive Director Sederick Fluker with Montgomery S.T.E.P. Foundation requesting continued funding in the amount of \$25,000 for the Violence Prevention Program. **(On 3/6/17, the Commission approved a Budget Change Request in the amount of \$25,000 for this program)**

During the January 8, 2018 County Commission meeting, Bishop William D. Paul with PDI Faith Based Initiative Veteran RePAIR, Inc., requested funding in the amount of \$10,000 for the Program. **(The Commission has not appropriated funds to the organization)**

During the January 8, 2018 County Commission meeting, I presented a funding request in the amount of \$5,375 from Director Felicia A. Bell with the Rosa Parks Museum for the Juneteenth Event. The amount requested would fund the total cost of the stage, emcee and radio advertising for this year's event. **(Last year the Commission approved a Budget Change for \$2,000)**

During the December 4, 2017 County Commission meeting, Director William Levi Gailliard with American Association for Children requested funding in the amount of \$5,000 for Super Bowling on Super Bowl Sunday. **(On 3/7/16, Chairman Dean and Commissioner Harris appropriated \$1,000 from each of their accounts to the American Association for Children, for the “Think Big Bowling Rally” for a total of \$2,000. On 3/7/16, the Commission approved Budget Change Request Number 36 to the American Association for Children (Think Big Bowling Rally) in the amount of \$3,000; On 2/16/16, Commissioner Williams appropriated \$1,000 to American Association for Children, for the “Think Big Program”; On 1/17/17, the Commission approved Budget Change Request Number 20 to the American Association for Children (Think Big Program-Weekend Academy for Children) in the amount of \$3,000)**

During the December 4, 2017 County Commission meeting, Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) requested funding in the amount of \$10,000. Ms. Han also requested an additional \$5,000 from each Commissioner who would like for her to offer Korean as a Second Language Afterschool class at their choice of school for their district. **(On 3/7/16, Commissioner Harris and Commissioner Hall appropriated \$2,500 from each of their accounts to A-KEEP for the “Working in Multicultural Environments: Korean” Course for a total of \$5,000. On 3/7/16, the Commission approved Budget Change Request Number 34 to A-KEEP, Inc. for this same program in the amount of \$5,000. On 2/21/17, the Commission approved Budget Change Request Number 21 to A-KEEP, Inc. for the Global Youth Leadership Program – Exchange in the amount of \$5,000.)**

During the December 4, 2017 County Commission meeting, General Manager Joyce S. Pearson with Motherly Care Family Services requested funding in the amount of \$25,000 for the Nursing Assistant Training Program. **(The Commission has not appropriated funds to the organization)**

Future Budget Changes from Donation Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
Liberty Learning Foundation, Inc.	\$ 25,000.00
Valiant Cross Academy	\$ 42,963.06
Montgomery Education Foundation	\$ 32,000.00
E.A.T. South Farm	\$ 10,000.00
Women of Hope	\$ 13,500.00
Montgomery Symphony Association	\$ 20,000.00
House to House	\$ 12,400.00
Heritage Training & Career Center	\$ 20,000.00
Second Chance Foundation	\$ 25,000.00
Alabama Dance Theatre	\$ 15,000.00
Pilgrim-Providence Water and Fire Protection Authority	<u>\$ 41,000.00</u>
Total - Requests for Funding	\$256,863.06

If you have any questions, please contact me.

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JANUARY 22, 2018

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Director of Retention Jessica G. Horsley with the Montgomery Area Chamber of Commerce – Presentation regarding DAS Mortgage Release (**General Information Item 13**)
- 8:20 a.m. Chief Appraiser Clay Henley – Presentation requesting Authorization to Purchase Three Additional Vehicles for the Appraisal Department (**Future Agenda Item 2**)
- 8:30 a.m. Sheriff Derrick Cunningham – Presentation regarding Amendment Number 1 to Contract with MAC Uniforms for Sheriff's Office Uniforms, Items 22, 37-58 regarding a One (1) Year Extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008 (**Future Agenda Item 3**) and Amendment Number 1 to Contract with Gulf States Distributors for Sheriff's Office Uniforms, Items 28 and 29 regarding a One (1) Year Extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008 (**Future Agenda Item 4**)
- 8:40 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information System Operations
- 8:50 a.m. County Engineer George Speake – Presentation regarding Agreement with the Alabama Department of Transportation regarding Resurfacing Wares Ferry Road from the Montgomery City Limits to SR-126, Project# ACAA61053-ATRP(017); MCP# 51-75-14; ATRIP# 51-05-14 and Related Resolution (**Future Agenda Item 5**), Amendment Number 2 to Contract with Dunn Construction, Co., Inc., for Crushed Stone regarding a One (1) Year Extension, beginning January 4, 2018 and ending on January 3, 2019, Contract Number 53000-16B-006 (**Future Agenda Item 6**) and Update regarding Engineering Operations
- 9:00 a.m. Transportation Engineer Jeff Fennell with Goodwyn, Mills and Cawood, Inc. – Presentation regarding Contract for Construction Engineering and Inspection Services for the Gerhardi Industrial Access Road Project (**Future Agenda Item 7**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

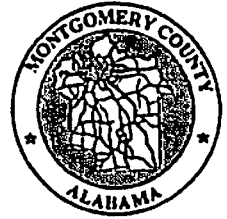
JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



January 16, 2018

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Appraisal Department Vehicles

In 2016 the Appraisal Department purchased 8 vehicles for field use. My purpose for changing from private vehicles to County owned vehicles was to save money and increase safety for our employees. Going from mileage reimbursement to maintenance of County owned vehicles has decreased expenses by roughly 70%. Employees face less questions from the public about who they are and what they are doing because the vehicles are easily identifiable. We currently have 13 field employees with 8 vehicles. We are not always able to stagger field work with office work so that there are enough cars available at all times. More often than not we have employees who need to go to the field and there are not any cars available. Therefore, I am requesting approval to purchase 3 additional vehicles. This purchase would not require additional funding due to a surplus from our aerial photography budget.

CH

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mts}

DATE: January 16, 2018

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 1 to MAC Uniforms contract for Sheriff's Office uniforms items 23, and items 37-58 be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 7, 2018 and ending on February 6, 2019.

MAC Uniforms would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Sheriff Derrick Cunningham.

Attachment

•

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 1

Contract with MAC Uniforms for Sheriff's Office uniforms, is hereby extended for one (1) year, beginning February 7, 2018 and ending February 6, 2019.

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

All other provisions of the contract remain the same.

WITNESS:

MAC UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 4, 2018

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 1 to Gulf States Distributors contract for Sheriff's Office uniforms items 28 and 29 be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 7, 2018 and ending on February 6, 2019.

Gulf States Distributors would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Sheriff Derrick Cunningham.

Attachment

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

**Amendment
To
Contract # 52110-17B-008**

Amendment No. 1

Contract with Gulf States Distributors for Sheriff's Office uniforms is hereby extended for one (1) year, beginning February 7, 2018 and ending February 6, 2019.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

ENGINEERING DEPARTMENT

January 12, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
1/12/2018

SUBJECT: Approval of Agreement for Resurfacing
Wares Ferry Road from the Montgomery City Limits to SR-126
Project# ACAA61053-ATRP(017); MCP# 51-75-14; ATRIP# 51-05-14

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Resurfacing Wares Ferry Road from the Montgomery City Limits to SR-126, Project# ACAA61053-ATRP(017); MCP# 51-75-14; ATRIP# 51-05-14.

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

GCS/gcs

Attachment

cc; File



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

January 11, 2018

Chair of County Commission
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

RE: ACAA61053-ATRP(017)
MCP 51-75-14
ATRIP 51-05-14
Montgomery County

Dear Chair of County Commission:

Attached is the **original** Agreement between the Alabama Department of Transportation and Montgomery County covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

- **PLEASE DO NOT EXECUTE THE FAXED COPY OF THE AGREEMENT!**

Sincerely,

Terry W. Robinson, Acting Bureau Chief
Innovative Programs Bureau

TWR:mk

Attachment(s)

cc: Steve Graben, P.E. (SE Region Engineer)
David Bohannon, P.E. (Area Operations Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
George Speake, P.E. (Montgomery County Engineer)
File

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT
BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Montgomery County (FEIN 63-6001653), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on Wares Ferry Road (CR-64) from Montgomery City Limits to SR-126. Length – 5.573 miles
Project# ACAA61053-ATRP(017); MCP# 51-75-14; ATRIP# 51-05-14

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for the PROJECT without cost to the STATE or this PROJECT. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:
- | | |
|-------------------------|----------------------|
| Federal ATRIP Funds | \$ 1,157,000.88 |
| County Funds | \$ <u>289,250.22</u> |
| Total (Including E & I) | \$ 1,446,251.10 |
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

- (23) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (24) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (25) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY: _____
Chairman (Signature)
Montgomery County Commission

Print Name of Clerk

Print Name of Chairman

RECOMMENDED:

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

Innovative Programs Acting Bureau Chief
Terry W. Robinson

Chief Engineer
Don T. Arkle, P.E.

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Chief Counsel
William F. Patty

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
KAY IVEY

Exhibit M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS:

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

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

RESOLUTION NUMBER _____

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

The resurfacing on Wares Ferry Road (CR-64) from Montgomery City Limits to SR-126.

Length – 5.573 miles

Project# ACAA61053-ATRP(017); MCP# 51-75-14; ATRIP# 51-05-14

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

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

Passed, adopted, and approved this _____ day of _____, 20_____.

ATTESTED:

County Clerk

Chairman, Montgomery County Commission

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

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

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

_____ day of _____, 20_____.

County Clerk

SEAL

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 5, 2018

RE: Contract No. 53000-16B-006
Crushed Stone

I request that the attached Amendment No. 2 to Dunn Construction Co., Inc. contract for crushed stone be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 4, 2018 and ending on January 3, 2019.

Dunn Construction Co., Inc. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

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

Amendment
To
Contract # 53000-16B-006

Amendment No. 2

Contract for crushed stone, is hereby extended for one (1) year beginning January 4, 2018 and ending January 3, 2019.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

DUNN CONSTRUCTION CO., INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Tammy Nix

From: Donald Mims
Subject: FW: Project No. IAR-051-000-012 Construction of a New Side Road in Montgomery Industrial Park off of Industrial Park Boulevard Located between Old Dominion and the South edge of the New Gerhardi Site to Benefit Gerhardi.
Attachments: UNEXECUTED GMC- AGREEMENT CE&I SERVICES 1-16-2018.pdf

From: Jeff Fennell [mailto:jeff.fennell@gmcnetwork.com]
Sent: Tuesday, January 16, 2018 2:07 PM
To: Donald Mims <DonaldMims@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Cc: Kevin Boone <kevinboone@mc-ala.org>; George Speake <GeorgeSpeake@mc-ala.org>
Subject: RE: Project No. IAR-051-000-012 Construction of a New Side Road in Montgomery Industrial Park off of Industrial Park Boulevard Located between Old Dominion and the South edge of the New Gerhardi Site to Benefit Gerhardi.

Donnie,
Attached is our Contract to perform the CE&I services for the Gerhardi Industrial Access Road project. I've included the County's Dispute Resolution clause as an attachment to the Contract. Per the terms required by ALDOT, this contract is a Cost-Plus contract so we only invoice for actual time incurred on the project. You'll notice we have a cost breakdown Estimate on Page 2, which is what we submitted to ALDOT for approval. Since their limiting amount was less than our estimate, we noted this on Page 3 along with the statement that the amount of this contract is \$42,510 based on the ALDOT approved amount.

In the event our costs begin to approach the limiting amount before the construction is finished, we will approach ALDOT with a request to revise the limiting amount as needed. Considering the original grant amount was \$521,100 and the low bid from Dubose was \$367,911.50, we still have over \$150,000 remaining in the grant to cover the inspection costs and any possible overruns that might arise during construction so we're in really good shape for the grant to cover all costs during construction.

If you have any questions about the contract, please let me know.

Thanks,

Jeff Fennell PE
Transportation Engineering
T: 334.271.3200
D: 334.387.0772
E: JFennell@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

Building Communities

GMC



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

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



John R. Cooper
Transportation Director

January 10, 2018

Mr. Elton N. Dean, Sr.
Montgomery County Commission Chairman
ATTN: Mr. Donald L. Mims
P.O. Box 1667
Montgomery, AL 36102

Dear Mr. Mims:

Re: Project No. IAR-051-000-012
A New Side Road in Montgomery Industrial Park
To Benefit Gerhardi
Montgomery, County

Reference is made to your letter, regarding Construction Engineering and Inspection for the Montgomery County on the above-referenced project.

The County shall require Goodwyn, Mills & Cawood to maintain inspectors on the project at all times when construction work is ongoing. Also, I would like to point out the Consultant shall submit, in writing, to this office the name of all personnel to be considered for assignment to the above-referenced project, with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education, and experience. The Consultant's personnel approval request shall be submitted to this office at least two weeks prior to and approved by this office prior to the date an individual is to report to work.

The limiting amount for this work will be \$42,510.00. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

The Montgomery County may proceed to enter into a cost-plus agreement with Goodwyn, Mills & Cawood. Please let me know if you have any questions.

Sincerely,

Daryl Calhoun
Southeast Region
Preconstruction Consultant Management

DC/ms

Attachment

cc: Mr. David Bollie, P.E.
File

STATE OF ALABAMA
MONTGOMERY COUNTY

THIS AGREEMENT is made and entered into this the ____ day of _____, 20____
between The Montgomery County Commission, (hereinafter called the OWNER), and
Goodwyn, Mills and Cawood, Inc. (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting
through the Alabama Department of Transportation (ALDOT) for Project No. IAR-051-000-
012 AND WHEREAS, the PROJECT provides A New Side Road in Montgomery Industrial
Park Off of Industrial Park Boulevard to Benefit Gehardi AND WHEREAS, ALDOT grant
eligible activities including construction engineering activities and it has been agreed between
the parties that the OWNER retain Goodwyn, Mills and Cawood, Inc. in the capacity of
ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The ENGINEER will provide the following services to the OWNER:

A. Construction Engineering

After State approval of the plans, contract documents, and authorization to award to
the lowest responsible bidder, the ENGINEER will perform Construction and
Engineering Services for the OWNER in accordance with the Engineer's current
Construction Engineering and Inspection Services Statewide Agreement as prepared
by The Alabama Department of Transportation. Contract ID: 2003

B. Estimated Engineering Cost for Construction Engineering:

New Side Road in Montgomery Industrial Park

ALDOT PROJECT No. IAR-051-000-012

Goodwyn | Mills | Cawood

3.6 Miles 10 Minute Travel Time (One Way Per Week Charge on Inspector)

45 Working Days	Overhead Rate	Hrs/Day 8 Hr Rate	OT/Day OT Rate	Days on Job	FEE
Inspector 1	148.11%	\$22.00	\$33.00	50	\$22,625.15
Inspector 1 Overtime	8 hrs per week		\$33.00		\$6,550.10
Inspector 1 (Hours on Job not Charged to Contractor) Due to Half Days, Weather Days, etc.)		\$22.00		5	\$880.00
Inspector 2 (During Paving Operations)		\$20.00		5	\$2,056.83
Inspector 2 Overtime	10 hrs per week		\$30.00	5	\$744.33
Project Superintendent		\$28.00		8	\$5,251.99
Project Manager		\$36.50		6	\$4,346.89
Professional Engineer		\$51.00		5	\$5,978.83
Engineering Administrator (Close Out)		\$28.00		4	\$2,223.07
					<u>\$50,657.19</u>
Facilities Cost of Capital Rate	0.880%				<u>\$445.78</u>
				Total Labor (a)	<u>\$51,102.97</u>
Geotech & Testing (Not Included)				(b)	<u></u>
				Total (a)+(b)	<u>\$51,102.97</u>
				10.00% PROFIT	<u>\$5,110.30</u>
				Grand Total	<u>\$56,321.39</u>

Total Estimated Cost \$56,321.39
ALDOT LIMITING AMOUNT: \$42,510.00

The amount of this contract is \$42,510.00, Forty Two Thousand, Five Hundred Ten Dollars and 00/100 based upon the ALDOT approved amount.

Note: The above time shown is for estimating purposes only and is subject to change. In the event that the actual cost for inspection exceeds the ALDOT Limiting amount, the scope of the project changes, additional services of the ENGINEER is requested, delays in the project due to, but not limited to, utility conflicts, weather, etc, the ENGINEER shall be compensated in full for any and all additional services rendered beyond the terms of the original scope of work and this agreement. In the event that additional charges are made, the charges will be applied at the same rate and manner as regular charges which are in accordance with the terms of the aforementioned Construction Engineering and Inspection Services Statewide Agreement. All charges will be the responsibility of the OWNER, regardless of reimbursement by State or Federal Agencies and will be payable to the ENGINEER within 30 calendar days of receipt.

Overtime charges may be applied at the rates shown for hourly employees of the ENGINEER if the contractor exceeds 40 hours per week or as the project dictates. No additional approval shall be required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, and persons thereunto duly authorized; for the ENGINEER on the

_____ day of _____, 20____, and the OWNER on the

_____ day of _____, 20 ____.

:

OWNER: The Montgomery County Commission

ATTEST (SEAL)

ENGINEER: Bobby Kemp
Goodwyn|Mills|Cawood

WITNESS

DISPUTE RESOLUTION

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: January 4, 2018

RE: Contract No. 59310-16P-002
Inspection and Evaluation of Elevators

I request that the attached Amendment No. 2 to Dieter Consulting Services, Inc. contract for inspection and evaluation of elevators be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning February 15, 2018 and ending on February 14, 2019.

Dieter Consulting Service, Inc. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 59310-16P-002

Amendment No. 2

Contract for inspection and evaluation of elevators, is hereby extended for one (1) year beginning February 15, 2018 and ending February 14, 2019.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

DIETER CONSULTING SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen 
Deputy Administrator

SUBJECT: Change Order 2 for Annex I, First Floor Renovation

Please find attached Change Order 2 for Annex I, First Floor Renovation to reduce the contract sum by \$5,324.09 for that portion of the owner's allowance not used.

I request that the change order be placed on the next agenda.

Attachment

AIA Document G701TM – 2017

Change Order

PROJECT: (Name and address) Montgomery County Courthouse Annex 1 Sheriff's Dispatch & First Floor Renovations PH&J 1208GVO	CONTRACT INFORMATION: Contract For: General Construction Date: September 21, 2016	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: December 13, 2017
OWNER: (Name and address) Montgomery County Commission PO Box 1667 Montgomery, AL 36102	ARCHITECT: (Name and address) PH&J Architects, Inc. 807 S. McDonough Street Montgomery, AL 36104	CONTRACTOR: (Name and address) Stallings & Sons, Inc. PO Box 70040 Montgomery, AL 36107

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

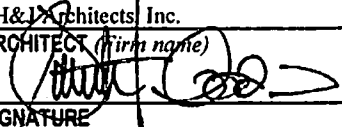
ITEM A DEDUCT: delete remaining Owner's allowance.....(\$5,324.09)
 ITEM B/C justification of IT's security allowances.....0.00
 ITEM D justification of gas allowance.....0.00
 ITEM E add 90 days to project for IT delay
TOTAL (\$5,324.09)

The original Contract Sum was	\$ 1,983,362.00
The net change by previously authorized Change Orders	\$ 41,200.45
The Contract Sum prior to this Change Order was	\$ 2,024,562.45
The Contract Sum will be decreased by this Change Order in the amount of	\$ 5,324.09
The new Contract Sum including this Change Order will be	\$ 2,019,238.36

The Contract Time will be increased by Ninety (90) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.
 ARCHITECT (Firm name)

 SIGNATURE
 Patrick Addison, Vice President
 PRINTED NAME AND TITLE
 DATE

Stallings & Sons, Inc.
 CONTRACTOR (Firm name)

 SIGNATURE
 Jeff Stallings, Secretary/Treasurer
 PRINTED NAME AND TITLE
 12/21/17
 DATE

Montgomery County Commission
 OWNER (Firm name)
 SIGNATURE
 Elton Dean Sr., Chairman
 PRINTED NAME AND TITLE
 DATE

Travelers Casualty and Surety Company of America





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228023

Certificate No. 007200504

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Billie Jo Sanders, Paul B. Scott Jr., Renee Ellis, Thomas J. Gentile, David J. Durden, and Milton A. Kopf

of the City of Montgomery, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

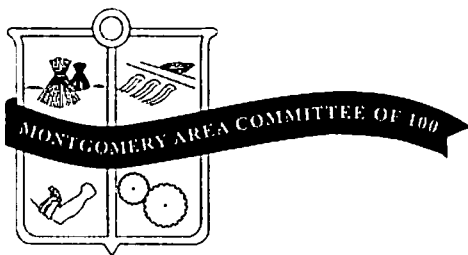
Robert L. Raney, Senior Vice President

On this the 24th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

Honorable Elton Dean
 Montgomery County Commission
 P O Box 1667
 Montgomery, AL 36102

Date	Invoice #
1/8/2018	1909

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

MTGY CO. COMMISSION
 JAN 12 '18 AM 8:58

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

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: County Administrator *DLM*
Donald L. Mims

SUBJECT: Renaming of the Flatwood Community Center

Previously the County Commission discussed the renaming of the Flatwood Community Center to recognize former County Commissioner Jiles Williams, Jr.

I request that the Commission consider renaming this facility to the "Jiles Williams, Jr., Community Center".

DLM/tll

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

January 16, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Personnel Review of County Commission Departments and Positions

Over the past year significant changes occurred in personnel and operations in several departments of the Montgomery County Commission. I asked the City-County Personnel Department to consider realignment of positions to reflect actual operations and to review job descriptions and pay grades of certain positions. Personnel recently completed its review, and their recommendations are summarized below.

1. The Finance Director should be compensated at pay grade A15.
2. The Tax and Audit Department should use the Assistant Revenue Manager classification and should request that the City's Senior Auditor (A08) and Revenue Compliance Officer (A07) classifications be added to the County's pay plan. The department's two Administrative Support Associate positions (A03) should be reallocated to Customer Service Clerk (A04) positions.
3. The Administrative Support Specialist (A04) position in General Services should be reallocated to an Administrative Assistant (A05) position.

I recommend that the County Commission implement the Personnel Department's recommendations including that the Finance Director be compensated at A15, Step 9. Funding for these recommendations is included in the 2018 budget. I request that approval of these items be placed on the next agenda.

Tammy Nix

From: Jessica G. Horsley <jhorsley@montgomerychamber.com>
Sent: Thursday, January 04, 2018 4:54 PM
To: ssmith@montgomeryal.gov; Fehl, Kim; Donald Mims; Florence Cauthen; Ellen McNair
Subject: DAS - Mortgage Release
Attachments: DAS Project Agreement.pdf; 5.2.17 DAS Certification.pdf; 1.2.18 DAS Certification.pdf

Hi All,

Per the DAS Project Agreement ***attached***, there is a portion regarding the DAS mortgage. Upon reaching a full time employee count of 400 for 24 consecutive months, at the Average Wage Rate of \$15.85, the mortgage (which is currently held by the City/County) is to be released to DAS. The attached 5.2.17 DAS Certification verifies the start date of full employment was reached January 2016.

Since the 24 month period is upon us, DAS is now asking for the mortgage release. The attached January 2, 2018 Certification is actually one month pre-mature. DAS will be sending an amended one on Feb. 1, 2018 with a February 1 date. The question is – is there any official action that the City/County need to do to release the mortgage or can the mortgage be released by the Mayor and Chairman per the agreement (once the February certification from DAS is received).

Let me know if you have any questions!

Thanks so much!
Jessica



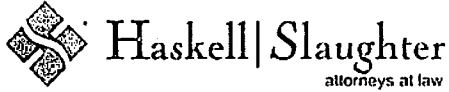
Jessica G. Horsley
Director, Retention
Montgomery Area Chamber of Commerce
Office: 334.240.9428
Cell: 334.294.1812
Email: jhorsley@montgomerychamber.com

www.facebook.com/montgomerychamber
[www.twitter/mgmchamber](https://twitter.com/mgmchamber)
www.linkedin.com/companies/montgomery-area-chamber-of-commerce

BUILD ON

A special thank you to the Chamber's *Imagine a Greater Montgomery II* Investors

LEGACY: City of Montgomery | Montgomery County Commission | Hyundai Motor Manufacturing Alabama, LLC | Regions Bank | The Colonial Company | Spire Inc. | Aronov Realty Management, Inc. | Baptist Health | Goodwyn, Mills & Cawood, Inc. | Hodges Warehouse + Logistics | Larry Puckett Chevrolet | SABIC
SUSTAINING: BBVA Compass | Alfa Insurance Companies | Beasley, Allen, Crow, Methvin, Portis & Miles, PC | Blue Cross Blue Shield of Alabama | Barrie and Laura Harmon | Information Transport Solutions, Inc. | Jackson Hospital & Clinic, Inc. | Jerry Kyser Builder | The Montgomery Advertiser | USA Today Network | Montgomery Industrial Development Board | Montgomery Water & Sewer Board | Rheem Water Heaters | ServisFirst Bank | Southeast Gas | Stifel – Merchant Capital Division | Stivers Ford Lincoln



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

MEMORANDUM

January 16, 2018

-TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: DAS Mortgage Release

I have reviewed your memorandum of January 12, 2018, regarding the DAS Mortgage Release. I have also reviewed the Project Agreement.

It is my opinion that Elton Dean may execute the documents on behalf of the MCC and then notify the MCC it has been done. This does not need a formal approval from MCC.

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

50051-317

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

January 12, 2018

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: DAS Mortgage Release

Attached is an email from Jessica G. Horsley with the Montgomery Area Chamber of Commerce regarding DAS – Mortgage Release. In her email she states, “Per the DAS Project Agreement **attached**, there is a portion regarding the DAS mortgage. Upon reaching a full time employee count of 400 for 24 consecutive months, at the Average Wage Rate of \$15.85, the mortgage (which is currently held by the City/County) is to be released to DAS. The attached 5.2.17 DAS Certification verifies the start date of full employment was reached January 2016. Since the 24 month period is upon us, DAS is now asking for the mortgage release. The attached January 2, 2018 Certification is actually one month pre-mature. DAS will be sending an amended one on Feb. 1, 2018 with a February 1 date. The question is – is there any official action that the City/County need to do to release the mortgage or can the mortgage be released by the Mayor and Chairman per the agreement (once the February certification from DAS is received).”

Please issue an opinion by Noon, Tuesday, January 16, 2018 regarding the question, “...is there any official action that the City/County need to do to release the mortgage or can the mortgage be released by the Mayor and Chairman per the agreement (once the February certification from DAS is received)?” I would feel more comfortable if the County Commission approved this release during our formal meeting.

As always, thank you for your assistance.

DLM/tn

Attachment

Final

**PROJECT AGREEMENT
BY AND AMONG
CITY OF MONTGOMERY,
MONTGOMERY COUNTY, ALABAMA
AND
DAS NORTH AMERICA, INC.**

regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" include printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

ARTICLE 2

DAS'S COMMITMENTS FOR PROJECT

2.1 Location and Implementation of Project. DAS covenants and agrees to expend by no later than May 1, 2016, approximately Thirty-Six Million Eight Hundred Thousand Dollars (\$36,800,000) in Capital Expenditures in designing, engineering, furnishing, constructing and equipping the Temporary Location and the Project at the Project Site. DAS covenants and agrees (i) that Commencement of Construction of the Project shall occur no later than June 30, 2014, and (ii) that Commercial Operation shall occur by no later than May 1, 2016 and that the Project shall continue to operate for the twenty-four (24) consecutive month period beginning on the date of Commercial Operation. From the Effective Date hereof until DAS's Commercial Operation, DAS will lease the Graham Packaging Building located at 201 County Court in Montgomery, Alabama ("Temporary Location"). DAS shall provide by July 1, 2016 written evidence of the expenditure of \$36,800,000 of Capital Expenditures in the Project and the Temporary Location.

2.2 Employment.

(a) DAS hereby certifies that it has 50 employees whose average wage rate is not less than the Wage Rate and who meet the requirements as a Full-Time Employee except that such employees are located at the Temporary Location (and not the Project Site) (such employees are referred to herein as "Qualifying Employees"). DAS agrees to provide (if requested by the Local Governments) back-up documentation for such certification no later than June 30, 2013. DAS agrees and covenants that it will maintain 50 Qualifying Employees for the twenty-four (24) consecutive month period beginning on July 1, 2012 and ending June 30, 2014 (such two-year period is referred to as the "Initial Jobs Period"). With respect to the Initial Jobs Period, DAS shall provide to each of the Local Governments within thirty (30) days after each Annual Period constituting a portion of the Initial Jobs Period a written certification reflecting the number of Qualifying Employees employed throughout such preceding Annual Period. If DAS shall fail to maintain the required number of Qualifying Employees during an Annual Period

of the Initial Jobs Period as required by this section, then such failure may be cured by DAS and shall not constitute a default hereunder if DAS shall employ in the following Annual Period of the Initial Jobs Period under this section a sufficient number of Qualifying Employees so that the number of Qualifying Employees employed throughout each Annual Period of the Initial Jobs Period, when added together and divided by 2, equals or exceeds 50 Qualifying Employees over the Initial Jobs Period.

(b) DAS further agrees and covenants (i) that, by no later than May 1, 2015, there will be 200 Full-Time Employees whose average wage rate is not less than the Wage Rate and (ii) that an Average of 200 Full-Time Employees whose average wage rate is not less than the Wage Rate will be maintained for the twenty-four (24) consecutive month period beginning on the first (1st) day of the calendar month immediately following the month in which the 200 Full-Time Employee level is first reached as then certified by DAS to the Local Governments (such 24-month period is referred to as the "Interim Jobs Period"). With respect to the Interim Jobs Period, DAS shall provide to each of the Local Governments within thirty (30) days after each Annual Period constituting a portion of the Interim Jobs Period a written certification reflecting the number of Full-Time Employees employed for each month during such preceding Annual Period and reflecting the Average for that preceding Annual Period. If DAS shall fail to maintain the required Average number of Full-Time Employees during an Annual Period of the Interim Jobs Period as required by this section, then such failure may be cured by DAS and shall not constitute a default hereunder if DAS shall employ or have employed in the following Annual Period of the Interim Jobs Period under this section a sufficient number of Full-Time Employees so that the Average of the following Annual Period of the Interim Jobs Period, when used to determine the Average number of Full-Time Employees for the jobs period under this Section 2.2(b), shall cause the Average number of Full-Time Employees for the Interim Jobs Period under this Section 2.2(b) to be maintained at the Average level required under this Section 2.2(b).

(c) DAS further agrees and covenants (i) that, by no later than May 1, 2017, there shall be 400 Full-Time Employees whose average wage rate is not less than the Wage Rate and (ii) that an Average of 400 Full-Time Employees whose average wage rate is not less than the Wage Rate will be maintained for the twenty-four (24) consecutive month period beginning on the first (1st) day of the calendar month immediately following the month in which the 400 Full-Time Employee level is first reached as then certified by DAS to the Local Governments (such 24-month period is referred to as the "Final Jobs Period"). With respect to the Final Jobs Period, DAS shall provide to each of the Local Governments within thirty (30) days after each Annual Period constituting a portion of the Final Jobs Period a written certification reflecting the number of Full-Time Employees employed for each month during such preceding Annual Period and reflecting the Average for that preceding Annual Period. If DAS shall fail to maintain the required Average number of Full-Time Employees during an Annual Period of the Final Jobs Period as required by this section, then such failure may be cured by DAS and shall not constitute a default hereunder if DAS shall employ or have employed in the following Annual Period of the Final Jobs Period under this section a sufficient number of Full-Time Employees so that the Average of the following Annual Period of

the Final Jobs Period, when used to determine the Average number of Full-Time Employees for the Final Jobs Period under this Section 2.2(c), shall cause the Average number of Full-Time Employees for such Final Jobs Period under this Section 2.2(c) to be maintained at the Average level required under this Section 2.2(c).

(d) All such certifications provided under this Agreement shall be subject to the Local Governments' rights to review and audit, upon reasonable prior notice and during normal working hours, said certification or certifications in accordance with normal procedures that the Local Government's use with respect to loans and grants based upon employment criteria as established from time to time. The Local Governments may require reasonable additional documentation to support the certification.

(e) For purposes of the certification to be provided by DAS, each Qualifying Supplier for which DAS is including the employees of that Qualifying Supplier in its certification of Full-Time Employees, shall provide a certification, in form and content satisfactory to the Local Governments, to each of the Local Governments certifying that (i) the Qualifying Supplier is located with DAS at the Project Site, (ii) that such Full-Time Employees of the Qualifying Supplier so certified are located at the Project Site, (iii) that the Qualifying Supplier shall not have reduced employment in the State or relocated employees to the Project Site from any other facility in any other location in the State, (iv) that such Qualifying Supplier is not in breach or violation of any agreement with the State or any municipality in the State or political subdivision of the State, after taking into account any applicable grace or cure period expressly allowed such supplier in the applicable agreement, provided such supplier produces for review the agreement and references the applicable grace or cure period therein relied upon by DAS, and (v) that such Qualifying Supplier shall not have shut down or reduced operations at any facility located elsewhere in the State. Such certification from the Qualifying Supplier shall permit each of the Local Governments to request additional backup documentation and to discuss such certification and back-up documentation with the appropriate officials at the State or locality in which such Qualifying Supplier is located in the State. In certifying the number of Full-Time Employees, DAS may include the Full-Time Employees of the Qualifying Supplier that provides such certification affirmatively evidencing the satisfaction of the requirements to be a Qualifying Supplier hereunder as set forth above and DAS may rely upon such certification for the period in question. Such certifications shall be provided by such Qualifying Supplier annually at the same time as DAS's certification hereunder.

2.3 Employment of Montgomery Residents; Grant Employment Requirements.

(a) The Local Governments each hereby agree that all employees hired by DAS or a Qualifying Supplier at the Project shall be selected in the sole discretion of DAS or the Qualifying Supplier and that DAS and any Qualifying Supplier shall have no obligation to hire Montgomery residents. DAS agrees, in good faith, to give full consideration to qualified Montgomery residents for employment at the Project, subject in all cases to DAS's then existing hiring policies.

(b) DAS agrees to obtain, to the extent permitted by applicable law, at or prior to the time of hiring an employee for the Project Site, a written certification from that prospective employee in which the prospective employee states and certifies his or her employment history for his or her immediately preceding employment and his or her applicable wage and salary rate and household income therefrom. With respect to the community development block grant applied for by the Local Governments from ADECA for the water and sewer extension addressed in Section 3.5 below, DAS shall also satisfy the requirements established for the CDBG Grant in the Letter of Understanding dated June 3, 2013 and related attachments executed by DAS including the hiring requirements for employees for the Project Site within the 12 month timeframe described therein of at least 102 employees (at least 51% of 200 employees excluding the Qualifying Employees) whose income from their immediately preceding employment qualify as low to moderate income levels based upon such employee's family status as established by the CDBG Grant (as defined in Section 3.5 below).

ARTICLE 3

ECONOMIC DEVELOPMENT INCENTIVES

3.1 Project Incentives. Subject to the terms and on the conditions herein contained:

(a) Within twenty (20) calendar days after the date hereof, the Local Governments agree to pay their respective Pro Rata Shares of the sum of Fifty Thousand Dollars (\$50,000) to DAS as reimbursement for Capital Expenditures paid by DAS.

(b) Additionally, if DAS has Commenced Construction of the Project by June 30, 2014 and is proceeding with due diligence towards completion of the construction of the Project, then, on August 1, 2014, if DAS has complied with the requirements of Section 2.2(a) hereof, the Local Governments agree to pay to DAS their respective Pro Rata Shares of the sum of Fifty Thousand Dollars (\$50,000) as reimbursement for Capital Expenditures paid by DAS.

3.2 Conveyance of Land for Project Site; Security for Clawback Obligations. So long as no breach, default or violation by DAS of this Agreement shall have occurred and be continuing, the County agrees to convey to DAS marketable fee simple title to the Project Site via statutory warranty deed in the form of Exhibit "B" attached hereto (the "Deed"), subject to the Mortgage (as defined below), within ten (10) business days following receipt by the County of a copy of (a) the fully-executed construction contract for the Project in accordance with the terms hereof by DAS with Commencement of Construction to occur no later than October 1, 2013, (b) a permit from the City and all other required governmental and administrative authorities allowing site work to begin at the Project Site and (c) a copy of the recorded Plat (as defined below). Simultaneously with the conveyance of the Project Site from the County to DAS, DAS shall grant to the Local Governments a mortgage in the form attached hereto as Exhibit "C" (the "Mortgage") as security for the payment of clawbacks under Section 4.1 below

reflecting a maximum secured amount of One Million Two Hundred Thousand Dollars (\$1,200,000) plus the other obligations of DAS under Article 2 of this Agreement and under the Mortgage. DAS does hereby covenant and agree that the Mortgage shall constitute and grant to the Local Governments, as mortgagee, a first-in-priority mortgage superior in all events to all other encumbrances and exceptions (other than exceptions to title in the Deed and the lien of ad valorem taxes) on the Project Site. In no event shall the Local Governments be required to subordinate the Mortgage.

3.3 Recording Costs. DAS shall pay all costs of recording the Deed and the Mortgage.

3.4 Title Insurance and Survey. The County has provided DAS a copy of the County's title insurance policy covering land which includes the Project Site. DAS shall pay all costs of (i) having title to the Project Site examined and (ii) obtaining, if desired, title insurance on the Project Site. The Local Governments have provided to DAS a certified boundary survey of the Project Site by Rick Clay of Goodwyn, Mills & Cawood, Inc. (the "Survey"), certified to DAS.

3.5 Platting. The County shall cause the Project Site to be platted according to Exhibit "A" (except, at the County's election, the extension of Industrial Park Boulevard ("Boulevard") need only extend approximately 1,035 feet) (the "Plat") and the Plat recorded prior to delivery of the Deed so that the legal description on the Deed will be by reference to the recorded Plat. The Local Governments agree to use good faith efforts to seek industrial access grant funding from the applicable State authority to complete the remaining portion of such Boulevard up to the northwest corner of the Property; provided, however, that if such grant funding does not occur then the such additional road (beyond 1,035 feet) shall not be built. The Local Governments agree to use good faith efforts to seek a community development block grant from the Alabama Department of Economic and Community Affairs ("CDBG Grant") for payment of costs and expenses associated with the extension of the existing water and sewer lines in the Boulevard, a length of approximately 1250 linear feet for the water line extension and approximately 750 linear feet for the sewer line extension to a property line of the Project Site; provided, however, if the CDBG Grant in the amount so requested is not obtained from ADECA, then the Local Governments shall not be obligated to extend the water and sewer lines. Notwithstanding anything contained herein to the contrary, the County shall not be obligated to cause the Plat to be recorded unless the Local Governments receive the requested CDBG Grant.

3.6 Access. The County agrees to complete the extension of a minimum of 1,035 feet of Industrial Park Boulevard shown on Exhibit "A," such construction to be of no less quality and construction as the existing Industrial Park Boulevard, with substantial completion to occur prior to December 31, 2013.

3.7 Storm Water Discharge. The County shall also convey to DAS by separate instrument at the time of delivery of the Deed a permanent, non-exclusive easement from the County for discharge of storm water from the Project Site onto the County's land east of the Project Site in accordance with the plans and specifications approved by the County and with hold harmless and indemnification provisions acceptable to County.

3.8 Title to Easements. The easement referred to in Paragraph 3.7 above shall (a) run with the Project Site, (b) be binding on the land burdened thereby and (c) be included in review of title by DAS. The land burdened thereby shall be included in the copy of the title insurance policy required of the County in Section 3.4 above.

3.9 License to Begin Site Work and for Temporary Access. If title to the Project Site has not been conveyed to DAS before June 10, 2013 but DAS has provided the County a copy of (a) a fully executed letter of intent with DAS's general contractor for the Project with Commencement of Construction to occur on or before October 1, 2013 (with delivery of a fully executed construction contract, fully conforming to the executed letter of intent, on or before June 30, 2013) and (b) a permit from the City to allow site work to begin at the Project Site, the County hereby grants DAS a license to begin site work on the Project Site and to access the Project Site over that portion of Industrial Park Boulevard shown on Exhibit "A," the term of such license being only for the period set forth in the immediately succeeding sentence, unless the Project Site is not so conveyed because DAS has not met the requirements for the conveyance pursuant to the first sentence of Section 3.2 hereof. Such license shall be irrevocable but shall automatically expire upon the earlier of the conveyance of the Project Site to DAS or October 31, 2013; provided, however, that such license may be terminated by the Local Governments earlier than such dates and is not irrevocable if the DAS does not satisfy the requirements set forth in items (a) and (b) of this section by June 30, 2013. DAS shall (i) cause the site work to be performed, in a good and workmanlike manner by a reputable licensed and experienced contractor, in accordance with plans and specifications approved by the County and shall promptly pay any and all costs associated with such work, (ii) maintain at all times while the license is in effect commercial general liability insurance naming the County as an additional insured written on an occurrence basis, including contractual liability, with combined single limit coverage of not less than \$2,000,000 per occurrence, and \$2,000,000 annual aggregate for bodily injury, death or property damage incurred upon any part of the Project Site, issued by an insurance company licensed to do business in the State of Alabama with a rating at least A-VII or better by Best's Insurance Reports published by A.M. Best Co., with a certificate of such coverage provided to the County prior to DAS' entering the Project Site pursuant to the license and upon request of County, a copy of the policies reflecting County as an additional insured thereunder, and (iii) indemnify and hold the County harmless from and against (a) any mechanics' or materialmen's liens or claims of lien (including reasonable attorney's fees in defending against such liens or claims of lien) that may arise or result from such site work during the term of such license, and (b) all damages, claims, costs, expenses (including reasonable attorney's fees) or liabilities for personal injury, death or property damage that may result from such site work during the term of such license. Such indemnity shall expressly survive the expiration of such license.

ARTICLE 4

REPAYMENT AND CLAWBACKS

4.1 Clawbacks.

(a) In the event that the Project Site has not been conveyed to DAS by the County, in the event of a breach of, default under, or violation of Article 2 of this Agreement by DAS, DAS shall repay to the Local Governments an amount equal to the product determined by multiplying (1) the deficiency, if any, between 50 Qualifying Employees and the number of Qualifying Employees maintained at such date of breach, default or violation, by (2) an amount equal to the quotient determined by dividing the sum of the amounts paid by the Local Governments to the date of such breach, default or violation by 50.

(b) In the event that the Project Site has been conveyed to DAS by the County, if DAS shall either (i) fail to complete construction of the Project by December 1, 2015, (ii) fail to achieve the employment requirements of 400 Full-Time Employees whose average wage rate is not less than the Wage Rate in accordance with the requirements of Section 2.2(c) hereof, or (iii) fail to maintain an Average of 400 Full-Time Employees for the Final Jobs Period (or any Annual Period thereof and fails to cure the same as provided in Section 2.2(c) in the following Annual Period) in accordance with the requirements of Section 2.2(c) hereof, then, in any of such events, DAS shall pay in immediately available U.S. Dollars jointly to the Local Governments an amount equal to the product determined by multiplying (A) Three Thousand and No/100 Dollars (\$3,000.00) by (B) the number by which the Average number of Full-Time Employees whose average wage rate is not less than the Wage Rate employed for the period of time running from the beginning of the Annual Period through the date of the event or failure triggering the clawback under this Section 4.1(b) occurs is less than 400 (for example, if the Average number of Full-Time Employees whose average wage rate is not less than the Wage Rate for month of triggering event is 50 Full-Time Employees, then the clawback is $\$3,000 \times 350$ (i.e., $400 - 50 = 350$)). In the event DAS shall have satisfied its requirements in the Initial Jobs Period as set forth in Section 2.2(a) hereof, then the number of Full-Time Employees by which DAS falls below the Average level of 400 Full-Time Employees shall be deemed never to exceed 350, meaning that, even if the deficiency in number of such Full-Time Employees exceeds 350 for the calculation (e.g., 370), the deficiency in number shall be capped at 350.

(c) In the event that the Project Site has been conveyed to DAS by the County, if DAS shall (i) fail to Commence Construction by June 30, 2014, or (ii) fail to achieve the employment requirements of 200 Full-Time Employees whose average wage rate is not less than the Wage Rate in accordance with the requirements of Section 2.2(b) hereof, or (iii) fail to maintain an Average of 200 Full-Time Employees whose average wage rate is not less than the Wage Rate for the Interim Jobs Period (or any Annual Period thereof and fails to cure the same as provided in Section 2.2(b) in the following Annual Period), or (iv) fail to commence Commercial Operations by May 1, 2016, or (v)

after commencement of Commercial Operation, fails to continue to operate the Project for a period of twenty-four (24) consecutive months from date of Commercial Operation, or (vi) breaches or violates any other covenant or agreement of DAS contained in Article 2 hereof or a Mortgage Default occurs, or (vii) any breach, default or violation of this Agreement by DAS, causes either of the Local Governments to fail to satisfy the conditions of an industrial access grant or community development block grant provided to either of the Local Governments in connection with the Project, then DAS shall pay in immediately available U.S. dollars jointly to the Local Governments an amount equal to the product determined by multiplying (A) Thirty Thousand and No/100s Dollars (\$30,000) per acre by (B) the number of acres contained in the Project Site conveyed by the County (e.g., \$30,000 per acre x 30 acres = \$900,000), rounded to the nearest two decimal points, e.g. 30.02 acres.

(d) The Mortgage shall secure the obligations of repayment of DAS set forth hereunder and the covenants of DAS contained in Article 2 hereof and Mortgage Defaults.

(e) The term "Average" for an Annual Period in either of the Interim Jobs Period or the Final Jobs Period shall mean the quotient determined by adding together the Averages of Full-Time Employees whose average wage rate is not less than the Wage Rate for each month in the applicable time period and dividing that sum by twelve (12). The "Average" for jobs in the Interim Jobs Period or Final Jobs Period, as the case may be, shall be the quotient determined by dividing the sum of the Averages of each Annual Period within the applicable jobs period by 2. "Average" for a month hereunder shall be quotient determined by adding together the daily total of Full-Time Employees whose average wage rate is not less than the Wage Rate for such month by the number of days in that month for that period of time; provided, however, if an event occurs to trigger a clawback repayment under this Article 4, a month period shall be deemed to end on the date the clawback is triggered. "Average" for a period of time shorter than an Annual Period but longer than a month shall be the quotient determined by adding together the Average number of Full-Time Employees whose average wage rate is not less than the Wage Rate for each month in the period of time and dividing that sum of Averages of such months by the number of months in the period of time; provided, however, that the month in which the clawback is triggered shall be considered a month by including the days in the month until and including the date on which the event occurs triggering a clawback.

(f) DAS shall provide, no later than thirty (30) days following the end of each Annual Period during each of the Initial Jobs Period, the Interim Jobs Period and the Final Jobs Period, a certification to the Local Governments of the number of Full-Time Employees employed for that Annual Period, subject to the Local Government's rights to audit said certification in accordance with normal procedures that the Local Governments use with respect to other grants or loans based on employment criteria. The Local Governments may require additional documentation to support the certifications required under this Agreement. For purposes of Sections 2.2(b) and 2.2(c) hereof, a Qualifying Employee shall be eligible to be counted as a Full-Time Employee if such Qualifying

Employee satisfies the requirements to be a Full-Time Employee within the applicable jobs period.

(g) Payments due hereunder from DAS shall be made within thirty (30) days following the date of the event or failure triggering the repayment obligation. The City and County agree to share the payment hereunder with each of the Local Governments receiving their respective Pro Rata Share. Any payment made under Section 4.1(c) shall be credited against any amount due under Section 4.1(b) hereof.

4.2 Termination of Incentives. At the sole option and discretion of the Local Governments, upon written notice to DAS by either of the Local Governments following the occurrence of a breach, default or violation of this Agreement by DAS or upon any event triggering a repayment by DAS under Section 4.1 hereof (each is a "Default"), the obligations of the Local Governments shall cease and terminate.

In no event shall the termination or cessation of the obligations and agreements of the Local Governments in any way waive, limit, abrogate or eliminate the obligations of DAS hereunder, and such termination or cessation of such obligations by the Local Governments shall not constitute a termination of this Agreement.

ARTICLE 5

MISCELLANEOUS

5.1 Condition Precedent. The effectiveness of this Agreement shall be subject to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement prior to such authorization but that the obligations, liabilities, agreements, and statements herein contained on the City and County shall not be binding and enforceable unless and until this Agreement is approved by the respective governing bodies of the City and the County following satisfaction of the provisions of Amendment 713 necessary for the actions and obligations of the City and County to be authorized and approved in connection with Amendment 713.

5.2 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

5.3 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

Tammy Nix

From: Crabb, Barry O. <bcrabb@montgomeryal.gov>
Sent: Thursday, December 21, 2017 8:17 AM
To: Donald Mims
Cc: tstrange2@aol.com
Subject: FW: Message from Finance Admin Copier
Attachments: SFinance Ad17122108070.pdf

Donnie,

Attached are the property tax bills for the IREP facility which we hope to close on by the end of the year. This is what the mayor and I called you about earlier this week – if we had more time, we would go through the lengthy process of getting these taxes abated and simply would not have to pay. In the interest of time, we are proposing to go ahead and pay them realizing 35% (12.5 mills out a total 36.5) will be coming directly to us and we are asking the Commission to send us a check for 21% (7.5 mills out of 36.5) which they will be receiving. I'm sure Elton and the Mayor could get this worked out with Janet given some additional time, but with year-end approaching and our trying to get control of the facility, we think this may be the best way to proceed. Our attorneys are talking to the State Finance Commissioner about getting the State share – we realize probably nothing can be done about the School portion. You may recall that IREP received abatements from most of these taxes, however, when they ceased operations, those abatements were cancelled – so in a sense, neither we, nor the county or State were ever receiving these tax payments.

I'm on the way out of town but am back in office tomorrow. I'll have my cell if you have any questions – many thanks for your consideration,

Barry O. Crabb
Finance Director
City of Montgomery
Office: (334) 625-2025
Cell: (334) 451-9042
bcrabb@montgomeryal.gov

From: wfemail@montgomeryal.gov [mailto:wfemail@montgomeryal.gov]
Sent: Wednesday, December 20, 2017 6:07 PM
To: Crabb, Barry O. <bcrabb@montgomeryal.gov>
Subject: Message from Finance Admin Copier



Personal Property

Janet Buskey
Revenue Commissioner
Montgomery, AL
INSOLVENT TAX BILL - TAX YEAR 2017

101 S. Lawrence St
Montgomery, AL 36104
TEL: (334) 832-1250
PRINTED ON: 11/30/2017

TO WHOM ASSESSED

IREP
IREP
1551 LOUISVILLE ST
MONTGOMERY AL 36104



PARCEL INFORMATION

PARCEL NUMBER: 4950 004 01 001
RECEIPT NUMBER: I13681047 [BASE YEAR: 2014]
ACCOUNT NUMBER: 622712
TAX YEAR: 2017
TAX & COST: \$47,383.08
ESCAPED TAXES DUE: \$0.00
AMT. PAID: \$0.00
TOTAL DUE: \$47,383.08

LEGAL DESCRIPTION

ACCOUNT TYPE: PERSONAL PROPERTY

LESSEE NAME:
LESSEE ADDR:

MUN CODE FIRE DIST ABATE CODE TIF DIST EXMT CODE
02 00 00 00

TOTAL MILLAGE: 0.0365

ASSESSED VALUE:

2,678,740.00

TOTAL MARKET VALUE:

\$9,713,526.00

PAY \$47,383.08 ON OR BEFORE 12/31/2017

PROPERTY LOCATED AT
1551 LOUISVILLE ST
MONTGOMERY AL 36104

	GROSS	EXMT	NET
STATE TAX	8,036.22	0.00	8,036.22
COUNTY TAX	0.00	0.00	0.00
SCHOOL TAX	9,375.59	0.00	9,375.59
DIST SCHOOL TAX	9,375.59	0.00	9,375.59
CITY TAX 02	0.00	0.00	0.00
FOREST TAX	0.00	0.00	0.00
AMD778 TAX	8,036.22	0.00	8,036.22
FIRE TAX	0.00	0.00	0.00
PIKE SCHOOL TAX	0.00	0.00	0.00
TOTAL TAX	34,823.62	0.00	34,823.62
DELINQUENT			5.00
CERT MAIL FEE			10.00
PP ASSESSMENT FEE			5.00
INTEREST			12,539.46
CURRENT TAX & COST:			\$47,383.08



Montgomery County, AL
REDEMPTION WORKSHEET
(334) 832-1250

Account No.: 1101012000004001
Parcel No.: 11 01 01 2 000 004,001
Status: ACTIVE

Tax Sale Date: 6/1/2016
Redeem Date:

Owner Name: IREP MONTGOMERY MRF LLC
Bidder Name: STATE OF ALABAMA
Location: Montgomery

Save Quote

Redemption Worksheet

Year	Tax & Cost	Over Bid	FMV	FMV-15%	Assessed Val	Interest On Amt	Interest	Total Due
2015 * 6/1/2016	\$21,601.43	0.00	7,902,800	1,185,420	1,580,560	\$21,601.43 [576 days]	\$4,093.56	\$25,694.99
2016	\$57,630.11	0.00	7,840,100	1,176,015	1,568,020	\$57,630.11 [363 days]	\$6,882.59	\$64,512.70
2017	\$56,894.74	0.00	7,793,800	1,169,070	1,558,760	\$56,894.74 [0 days]	\$0.00	\$56,894.74
Per Diem: 0.000329						Total Interest:	\$10,976.15	

Redemption Fee: \$0.50
Grand Total: \$147,102.93
Amount Paid: \$0.00
Balance: \$147,102.93

AMOUNT DUE IF PAID BY 12/29/2017

Inter office Memo/Instructions:

- ☐ Verify New Owner Information
☐ Attach New Deed

From - JACINTA HERBERT Date: 12/15/2017

Tammy Nix

From: Cedric Campbell <Cedric.Campbell@gmcnetwork.com>
Sent: Tuesday, January 16, 2018 12:20 PM
To: Donald Mims
Cc: David Reed
Subject: Additional Items Required to Obtain Contractor Budget Quote

Donnie,

As we discussed, the budget price I have shown in the previous quote is based on the bid price for similar work on other projects. I utilized a per structure cost from a previous project that I bid and also discussed the demolition cost of other projects around town with contractors. David Bulger, Inc. performed the demolition of approximately 90 structures at the former Riverside Housing Complex and the cost of that work was over \$1 million.

One of the disadvantages we have at the Maxwell Heights development is it appears all the salvageable material have been removed from the structures. All the remaining material will have to be taken to a Construction and Demolition Landfill. Another item to consider is asbestos removal. Given the age of the structures, there is a high probability that asbestos-containing materials exist in the structures. An Asbestos Survey can be performed to determine the amount of asbestos-containing materials present and to advice on the manner in which the materials should be handled/removed. I have obtained a quote from RainCrow Environmental to perform the survey and their fee is \$4,500. If the Commission would to proceed with the survey please let me know and we will get them started. Once the survey is complete, I can provide some of the details of the survey to a couple contractors to obtain a budget analysis for the demolition of the structures.

Cedric T Campbell
Engineering
T: 334.271.3200
C: 334.799.1567
E: Cedric.Campbell@gmcnetwork.com
2660 EastChase Lane
Suite 200
Montgomery, AL 36117
Building Communities

GMC

This email and any attached files are confidential and intended solely for the intended recipient(s). If you are not the named recipient you should not read, distribute, copy or alter this email. Any views or opinions expressed in this email are those of the author and do not represent those of the company. Warning: Although precautions have been taken to make sure no viruses are present in this email, the company cannot accept responsibility for any loss or damage that arise from the use of this email or attachments.

**Maxwell Heights Park Opinion of Probable Cost
Low End Gymnasium, Pool and Site Lighting Not Included**

8/17/2017

Description	Qty	Unit	Unit Price	Total Price
Demolition (existing buildings, asphalt, concrete, etc.)	1	LS	\$ 950,000.00	\$950,000.00
Site Grading and Drainage (storm pipe and detention included)	1	LS	\$ 650,000.00	\$650,000.00
Potable Water	1	LS	\$ 150,000.00	\$150,000.00
Sanitary Sewer	1	LS	\$ 175,000.00	\$175,000.00
Asphalt Walking Trail	1	LS	\$ 80,000.00	\$80,000.00
Concrete Sidewalk	1	LS	\$ 22,500.00	\$22,500.00
Perimeter Fence	1	LS	\$ 130,500.00	\$130,500.00
Asphalt Drive (Turner Blvd. and Smith St.)	1	LS	\$ 240,000.00	\$240,000.00
Asphalt Parking	1	LS	\$ 560,000.00	\$560,000.00
Natural Grass Football/Soccer Field (Includes sod and irrigation)	1	LS	\$ 100,000.00	\$100,000.00
275' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 175,000.00	\$175,000.00
225' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 135,000.00	\$135,000.00
Shade Structure/Pavilion Allowance	1	LS	\$ 50,000.00	\$50,000.00
Playground Allowance	1	LS	\$ 50,000.00	\$50,000.00
Concessions/Restroom Building Allowance	1	LS	\$ 300,000.00	\$300,000.00
Concrete Plaza b/t fields and concessions Bldg. Allowance	1	LS	\$ 40,000.00	\$40,000.00
Landscape Allowance	1	LS	\$ 50,000.00	\$50,000.00
Subtotal				\$3,858,000.00
Contingency				\$385,800.00
Design Fee				\$380,554.00
Total				\$4,624,354.00

Notes:

Cost does not include off-site improvements

Cost does not include environmental investigations

Maxwell Heights Park Opinion of Probable Cost
Site Lighting Included, without High End Gymnasium and Pool

8/17/2017

Description	Qty	Unit	Unit Price	Total Price
Demolition (existing buildings, asphalt, concrete, etc.)	1	LS	\$ 950,000.00	\$950,000.00
Site Grading and Drainage (storm pipe and detention included)	1	LS	\$ 650,000.00	\$650,000.00
Potable Water	1	LS	\$ 150,000.00	\$150,000.00
Sanitary Sewer	1	LS	\$ 175,000.00	\$175,000.00
Asphalt Walking Trail	1	LS	\$ 80,000.00	\$80,000.00
Concrete Sidewalk	1	LS	\$ 22,500.00	\$22,500.00
Perimeter Fence	1	LS	\$ 130,500.00	\$130,500.00
Asphalt Drive (Turner Blvd. and Smith St.)	1	LS	\$ 240,000.00	\$240,000.00
Asphalt Drive Lighting	1	LS	\$ 200,000.00	\$200,000.00
Asphalt Parking	1	LS	\$ 560,000.00	\$560,000.00
Asphalt Parking Lighting	1	LS	\$ 200,000.00	\$200,000.00
Natural Grass Football/Soccer Field (Includes sod and irrigation)	1	LS	\$ 100,000.00	\$100,000.00
Natural Grass Football/Soccer Field Lighting	1	LS	\$ 200,000.00	\$200,000.00
275' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 175,000.00	\$175,000.00
275' Baseball Field Lighting	1	LS	\$ 200,000.00	\$200,000.00
225' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 135,000.00	\$135,000.00
225' Baseball Field Lighting	1	LS	\$ 165,000.00	\$165,000.00
Shade Structure/Pavilion Allowance	1	LS	\$ 50,000.00	\$50,000.00
Playground Allowance	1	LS	\$ 50,000.00	\$50,000.00
Concessions/Restroom Building Allowance	1	LS	\$ 300,000.00	\$300,000.00
Concrete Plaza b/t fields and concessions Bldg. Allowance	1	LS	\$ 40,000.00	\$40,000.00
Landscape Allowance	1	LS	\$ 50,000.00	\$50,000.00
			Subtotal	\$4,823,000.00
			Contingency	\$482,300.00
			Design Fee	\$456,982.00
			Total	\$5,762,282.00

Notes:

Cost does not include off-site improvements
Cost does not include environmental investigations

GMC
15-4

**Maxwell Heights Park Opinion of Probable Cost
Low End Gymnasium and Pool Included, without Site Lighting**

8/17/2017

Description	Qty	Unit	Unit Price	Total Price
Demolition (existing buildings, asphalt, concrete, etc.)	1	LS	\$ 950,000.00	\$950,000.00
Site Grading and Drainage (storm pipe and detention included)	1	LS	\$ 650,000.00	\$650,000.00
Potable Water	1	LS	\$ 150,000.00	\$150,000.00
Sanitary Sewer	1	LS	\$ 175,000.00	\$175,000.00
Asphalt Walking Trail	1	LS	\$ 80,000.00	\$80,000.00
Concrete Sidewalk	1	LS	\$ 22,500.00	\$22,500.00
Perimeter Fence	1	LS	\$ 130,500.00	\$130,500.00
Asphalt Drive (Turner Blvd. and Smith St.)	1	LS	\$ 240,000.00	\$240,000.00
Asphalt Parking	1	LS	\$ 560,000.00	\$560,000.00
Natural Grass Football/Soccer Field (Includes sod and irrigation)	1	LS	\$ 100,000.00	\$100,000.00
275' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 175,000.00	\$175,000.00
225' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 135,000.00	\$135,000.00
Shade Structure/Pavilion Allowance	1	LS	\$ 50,000.00	\$50,000.00
Playground Allowance	1	LS	\$ 50,000.00	\$50,000.00
Concessions/Restroom Building Allowance	1	LS	\$ 300,000.00	\$300,000.00
Concrete Plaza b/t fields and concessions Bldg. Allowance	1	LS	\$ 40,000.00	\$40,000.00
Landscape Allowance	1	LS	\$ 50,000.00	\$50,000.00
Gymnasium Building (13,500 sf)	1	LS	\$ 2,700,000.00	\$2,700,000.00
Outdoor Pool with 25m Lanes	1	LS	\$ 400,000.00	\$400,000.00
			Subtotal	\$6,958,000.00
			Contingency	\$695,800.00
			Design Fee	\$626,074.00
			Total	\$8,279,874.00

Notes:

*Cost does not include off-site improvements
Cost does not include environmental investigations*

GMC
15-5

**Maxwell Heights Park Opinion of Probable Cost
High End Gymnasium, Pool and Site Lighting Included**

8/17/2017

Description	Qty	Unit	Unit Price	Total Price
Demolition (existing buildings, asphalt, concrete, etc.)	1	LS	\$ 950,000.00	\$950,000.00
Site Grading and Drainage (storm pipe and detention included)	1	LS	\$ 650,000.00	\$650,000.00
Potable Water	1	LS	\$ 150,000.00	\$150,000.00
Sanitary Sewer	1	LS	\$ 175,000.00	\$175,000.00
Asphalt Walking Trail	1	LS	\$ 80,000.00	\$80,000.00
Concrete Sidewalk	1	LS	\$ 22,500.00	\$22,500.00
Perimeter Fence	1	LS	\$ 130,500.00	\$130,500.00
Asphalt Drive (Turner Blvd. and Smith St.)	1	LS	\$ 240,000.00	\$240,000.00
Asphalt Drive Lighting	1	LS	\$ 200,000.00	\$200,000.00
Asphalt Parking	1	LS	\$ 560,000.00	\$560,000.00
Asphalt Parking Lighting	1	LS	\$ 200,000.00	\$200,000.00
Natural Grass Football/Soccer Field (Includes sod and irrigation)	1	LS	\$ 100,000.00	\$100,000.00
Natural Grass Football/Soccer Field Lighting	1	LS	\$ 200,000.00	\$200,000.00
275' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 175,000.00	\$175,000.00
275' Baseball Field Lighting	1	LS	\$ 200,000.00	\$200,000.00
225' Baseball Field (Sod, Irrigation, Bleachers, Scoreboard, Fencing)	1	LS	\$ 135,000.00	\$135,000.00
225' Baseball Field Lighting	1	LS	\$ 165,000.00	\$165,000.00
Shade Structure/Pavilion Allowance	1	LS	\$ 50,000.00	\$50,000.00
Playground Allowance	1	LS	\$ 50,000.00	\$50,000.00
Concessions/Restroom Building Allowance	1	LS	\$ 300,000.00	\$300,000.00
Concrete Plaza b/t fields and concessions Bldg. Allowance	1	LS	\$ 40,000.00	\$40,000.00
Landscape Allowance	1	LS	\$ 50,000.00	\$50,000.00
Gymnasium Building (13,500 sf)	1	LS	\$ 3,037,500.00	\$3,037,500.00
Outdoor Pool with 25m Lanes	1	LS	\$ 400,000.00	\$400,000.00
Subtotal				\$8,260,500.00
Contingency				\$826,050.00
Design Fee				\$729,232.00
Total				\$9,815,782.00

Notes:

Cost does not include off-site improvements

Cost does not include environmental investigations

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

January 11, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Board of Human Resources Board Member Appointment

On November 20, 2017, the Commission approved the appointment of Carolyn Montgomery Clark to the Montgomery County Board of Human Resources based upon the board's recommendation. This board member position is approved jointly by the County and the City. Recently, the City Council had requested that the County Commission submit another name for their consideration for this appointment.

We will be discussing nominee for this appointment at the January 22, 2018 Commission meeting.

DLM/tn

Montgomery County Board of Human Resources
Appointments Made Jointly with City

Members:

Term Expires:

Sam Munnerlyn
1225 Air Base Blvd.
Montgomery, AL 36108
Work: 420-4216

9/5/2023

Dr. Paulette Thompson (Chairman)
1916 S. Hull Street
Montgomery, AL 36104-5625
Phone: 264-6164

9/5/2021

Henry L. Jackson, Jr.
808 Lynwood Drive
Montgomery, AL 36111
Cell: 678-571-5449
henry.jackson11@gmail.com

9/5/2019

George Goodwyn
3608 Oak Grove Circle
Montgomery, AL 36116

9/5/2019



Stacia Robinson
P.O. Box 210894
Montgomery, AL 36121-0894
Phone: 279-1824

9/5/2017

Frank Jenkins
19 N. Anton Drive
Montgomery, AL 36105
Phone: 834-7903

9/5/2021

Martha Demere
3343 Southview Avenue
Montgomery, Alabama 36111

9/5/2019

Ms. Sharonda M. Pettaway, Director
County Department of Human Resources
P.O. Box 250380, Montgomery, AL 36125-0380

Brenda Blalock, City Clerk, City Hall

Term: 6 years

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Discuss Changing March 5, 2018 Commission Meeting Date

During the January 8, 2018 Commission meeting, Commissioner Harris noted that the March 5, 2018 meeting would be held during the week of the NACo Legislative Conference. Commissioners Sankey and Singleton and Deputy Administrator Cauthen are registered for the Conference. The Commission agreed to consider changing this meeting date.

We will be discussing this date change during the meeting on Monday.

DLM/tn

Central Alabama Regional Planning Development Commission Activities

CARPDC Special Classifications:

- **Local Development District (LDC):** Designation by Appalachian Regional Commission (ARC) for Elmore County and municipalities located within the county. This designation provides special opportunities to Elmore County for funding through grant applications. CARPDC provides special technical support activities to our member governments through community/economic development.
- **Economic Development District (EDD):** Designation by Economic Development Administration (EDA) for the whole region. This designation enables the regional governments to request financial assistance from the federal government for major economic development project. In addition, CARPDC receives administrative funds to develop reports and documents on the economic strategies and health of the region.
 - **Prattville/Autauga County Project:** Enhance assist to an industrial park and Railroad access. **\$2.2 million (federal funds)**
- **Rural Planning Organizations (RPO):** Designation by the Federal Highway Administration and Alabama Department of Transportation (ALDOT). This organization discuss and studies transportation issues within the region out-side the urban core. RPO develops annual studies and reports pinpointing transportation concerns, issues and needs.

CARPDC Grants

- **Community Development Block Grants:** Specialized competitive grants geared toward community development needs and economic development. CARPDC's role is the development, writing and administration of the grants. CARPDC is compensated for services if the grant is awarded.
 - Autauga County – Billingsley Water System upgrade \$350,000
 - Autaugaville – Economic Development \$200,000
 - Prattville – Demolition of old mill building \$350,000
 - Millbrook – Renovation old school (Community Center) \$250,000
 - Elmore (Town) – Sewer system expansion \$350,000
 - Wetumpka – Demolition of 25 structures \$159,000
 - Eclectic – Sewer system upgrades \$350,000
 - Eclectic – Economic Development \$200,000
 - Tallassee – Sewer system upgrades \$450,000
 - Elmore County – Housing Rehab. \$350,000
- **Land and Water Conservation Fund, and Recreational Trails** Specialized competitive grants geared towards recreational activities.

- Billingsley – Ballfield improvements \$115,000
- Autauga County – Park development \$128,000
- Prattville – Trail enhancement \$125,000
- Coosada – Park enhancement \$ 79,000
- Eclectic – Park lighting \$80,000
- United States Department of Agriculture (USDA) Specialized competitive grants targeted to rural settings or communities under 20,000 in population.
 - Autaugaville – Loan/Grant - Sewer Rehabilitation \$756,000
 - Autaugaville – Grocery Store Feasibility Study \$50,000
 - Region-wide – Regional Food HUB Feasibility Study \$45,000
 - Tallassee – Comprehensive Plan \$50,000
 - Region-wide – Regional Rural Transit Plan \$50,000
 - Region-wide – HPG Program assist the Weatherization \$42,000

Weatherization Program Energy efficiency program by the US Department of Energy and US Department of Human services to assist the low-income elderly, disabled and families with young children to improve the energy efficiency of their homes.

- Montgomery
- Russell
- Lee
- Macon
- Lowndes
- Dallas
- Perry
- Chilton
- Shelby

Other Direct Assistance

- | | |
|---|---|
| • Code Enforcement | Coosada and Elmore (Town) |
| • Planning Services | Coosada, Elmore (Town), Eclectic, Tallassee |
| • Recreation (grant regulations clean-up) | Tallassee and Eclectic |
| • 2020 Census Support | All member governments |
| • ECEDA | Economic Develop project assistance |
| • Autauga County | Economic Develop project assistance |
| • Grant and project development | All member governments |

**Central Alabama Regional Planning
and Development Commission**

Activities

**Montgomery County
Status Report
FY2017**

Community Development:

Community Development Block Grant – Housing Rehabilitation - \$350,000
(Eastwood Villa Subdivision Phase II) – **Pending Approval**

Worked with:

Flatwood Community – surveyed the community to determine are grant eligibility (Yes 89% I/m income) – community needs – water, drainage, sewer, demolition of dilapidated structures. **FY16 (potential)**

Lagos del Sol Community – surveyed the community to determine are grant eligibility (Yes 87% I/m income) – community needs – water, sidewalks, recreation, drainage, sewer, demolition of dilapidated structures. **FY16**

Ramer Water Authority – worked with water system to review possibility of grant assistance placement of 5.1 miles water line up-grades. The area was determined not likely eligible and the system declined to survey the project areas for income eligibility. – **FY17**

BONDS – Attend several meeting to review planning and community development issues within Montgomery's PJ.

ECONOMIC DEVELOPMENT

CARPDC Revolving Loan Program – Economic Development -

Loans active	1
Loans applications	1
Loans under review	3

Economic Development District – EDD

In 2017, CARPDC became an Economic Development District (EDD) under U.S. Economic Development Administration. With this designation, CARPDC can apply for directly for federal assistance for large-scale infrastructure projects assisting economic development activities and projects with job creation.

Recreation:

CARPDC staff provides Montgomery County Recreation Program with administrative, technical and program assistance.

Alabama Power Good Root Grant- Tress for Pintlala and Windgard -	\$ 1,000
<u>Funded</u>	
Mid-South RCD Grant – Flatwood – Fitness Equipment	\$ 10,400
<u>Funded</u>	

Other Activities:

- Provide administrative support – report writing, flyers, summer program, and recreational events
- Montgomery Recreational Board – provide technical assistance
- Eastwood Villa Community – working with neighborhood association on placement of a community park on their property. It will be a community park not a county facility.

Weatherization:

Weatherization Activities for the FY17

	Program Year 17 Funds
Total units	18
Number of Individuals served	46
Value of Grants	
DOE 028 =	\$116,203
LIWAP 028 =	<u>\$ 51,768</u>
Total	\$168,071

Other – Information:

Three monitoring – financial, operational and workmanship - passed no issues found – clean bill of health.

Dublin Senior Center

CARPDC sponsor of the center. Without CARPDC sponsorship, the center could not operation under Alabama Department of Senior Services (ADSS) and Central Alabama Aging Consortium regulations.

Total enrolled it the center:	129
Average daily attendance:	65

REACH - Racial and Ethnic Approaches to Community Health (FY17)

REACH is a national program administered by the Centers for Disease Control and Prevention (CDC) to reduce racial and ethnic health disparities. CARPDC working as a grant sub-receipting under the Wellness Collation coordinated development of community gardens, healthy corner stores and healthy food summits.

- Community gardens 4 sites 375 individuals impacted Church sites provided educational and training on garden maintenance, production and care
- Healthy Corner Store 3 sites 3,569 individuals impacted Provide fruits and vegetables in neighbor stores in locations that have limited access to grocery stores
- Health Food Summit 1 held 82 attendees Provide training on health food production, distribution and alternative food delivery systems at an economic and community development tool.

Through REACH, awardee partners plan and carry out local, culturally appropriate programs to address a wide range of health issues among African Americans, American Indians, Hispanics/Latinos, Asian Americans, Alaska Natives, and Pacific Islanders.

Summary

Grants: completed, written and administered, so far, this FY1	\$439,400
Estimated number of individuals assisted	4,530

ON 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

January 16, 2018

Mr. Daryl Rutland, General Manager
Advanced Disposal Services Alabama, Inc.
P.O. Box 781150
Talladega, Alabama 36078

Dear Mr. Rutland:

Attached is a copy of Amendment Number 2 dated June 8, 2009 to Contract Number 51100-03B-017 regarding Residential Solid Waste Collection and Disposal Services. The Amendment states "-Item 9 of Contract No. 51100-03B-017 shall be deleted in its entirety and replaced with the following: 9. That the Contract period will be for three (3) years, beginning on the 1st day of July, 2003 and ending on the 30th day of June, 2006, and shall be automatically renewed for successive three (3) year terms unless cancelled by the Montgomery County Commission or Advanced Disposal Services Alabama LLC., upon written notice by certified mail, given sixty (60) days before the expiration of such initial or renewal term."

During their meeting on January 8, 2018, the Montgomery County Commission reviewed this provision in the Amendment. After discussion, they agreed to exercise this provision. This letter is providing the notice and informing you of their desire to cancel the contract effective June 30, 2018. The County Commission will be rebidding the residential solid waste collection and disposal services.

Should you have any questions, please contact me at 334/850-9131.

Sincerely,

Donald L. Mims
Administrator

/tn

Attachment



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Proposed “On the Road Again” tour dates:

March 19 – District 3, Vice-Chairman Walker

Location: Faulkner

Information Session: 4 pm

Formal Session: 5:30 pm

May 7 – District 4, Commissioner Sankey

Location:

Information Session:

Formal Session:

July 16 – District 1, Commissioner Harris

Location:

Information Session:

Formal Session:

September 17 – District 5, Commissioner Singleton

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

November 5 – District 2, Chairman Dean

Location:

Information Session:

Formal Session:

We would like for each commissioner to have location of meeting in district selected and confirmed by February 01, 2018. This will allow for the dates and locations to be in the Thursday Memo for February 05, 2018 and then approved for the agenda on February 20, 2018.



County Commissioners' Upcoming Events

DATE	DAY	TIME	EVENT	LOCATION
01/22/18	Monday	8:00 am	Commission Meeting	Commission Chambers
01/23/18	Tuesday	7:30 am	AUM Business Breakfast	Wynlakes Country Club
01/24/18	Wednesday	7:30 am	Alabama Update 2018 Gov. Kay Ivey keynote speaker	RSA Activity Center
01/25/18	Thursday	10:30 am	Chamber Board Meeting	Chamber
01/31/18	Wednesday	11:30 am	Crimestoppers Luncheon: AL AG Steve Marshall keynote speaker	RSA Activity Center
02/05/18	Monday	8:00 am	Commission Meeting	Commission Chambers
02/19/18	Monday		Presidents' Day: County Offices Closed	
02/20/18	Tuesday	8:00 am	Commission Meeting	Commission Chambers
02/21/18	Wednesday		F-35 Reception with Shelby, Sewell, Roby	**Tentative**
02/22/18	Thursday	7:30 am	Eggs & Issues: Sen. Shelby keynote speaker	RSA Activity Center
02/22/18	Thursday	10:30 am	Chamber Board Meeting	Chamber
03/03/18- 03/07/18	Sat-Wed		NACo Legislative Conference	Washington Hilton in Washington, DC
03/05/18	Monday	8:00 am	Commission Meeting	Commission Chambers
03/22/18	Thursday	7:30 am	2018 State of the City & County	RSA Activity Center
04/04/18	Wednesday	11:00 am – Lunch 12:00 pm – Lobbying	ACCA County Days	Lunch at ACCA Office Lobbying at State House

UPCOMING BIDS/CONTRACT RENEWALS 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>JANUARY</u>						
	53104-16B-005	Traffic Signage & Supplies	Engineering	Osburn Associates, Inc.	Jan 3, 2018	Jan 3, 2019
	53000-16B-006	Crushed Stone	Engineering	Dunn Construction Co., Inc.	Jan 3, 2018	Jan 3, 2019
	51500-17B-006	Off-site Printing of Notices	Revenue Commission	Diversified Companies, LLC	Jan 2, 2018	Jan 2, 2020
<u>FEBRUARY</u>						
	51901-15B-014	Toner Cartridges	Support Service	The Office Pal		Feb 28, 2018
	59310-16P-002	Inspection and Evaluations of Elevators	County Commission	Dieter Consulting Services, Inc.	Feb 15, 2018	Feb 15, 2019
	52110-17B-008	Sheriff's Office Uniforms	Sheriff Office	Galls, LLC Gulf States Distributors MAC Uniforms	Feb 5, 2018	Feb 5, 2020
<u>APRIL</u>						
	52110-16B-007	Polo Shirts MCSO	Sheriff's Office	Ad-Wear Specialty of Texas, Inc.	April 3, 2018	April 3, 2019
	51965-16B-011	Computer Hardware	Information Systems	KCI, Inc.	April 30, 2018	April 30, 2019
NOTE:	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal	This contract has an automatic renewal. Notice to cancel must be given by April 30, 2018. *April 30, 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			0.00%
MARCH	40,887			0.00%
APRIL	43,801			0.00%
MAY	36,639			0.00%
JUNE	38,156			0.00%
JULY	41,913			0.00%
AUGUST	39,546			0.00%
SEPTEMBER	40,122			0.00%
TOTAL	159,980	143,680	(16,300)	-10.19%

YTD Totals 2017

\$483,641

\$143,680

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					
FEBRUARY	3,226,845					
MARCH	3,304,970					
APRIL	4,135,519					
MAY	3,604,052					
JUNE	3,593,426					
JULY	3,756,734					
AUGUST	3,435,784					
SEPTEMBER	3,665,491					
Year to Date	\$10,592,755	\$10,549,565	\$196,891	\$10,746,456	\$153,701	1.45%

Total YTD 2017	\$43,672,831	\$10,592,755
Total YTD 2016	\$42,941,719	\$10,288,394
Total YTD 2015	\$42,229,243	\$10,267,769

1-4-1

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					
FEBRUARY	3,236,476					
MARCH	3,417,574					
APRIL	4,318,898					
MAY	3,680,847					
JUNE	3,659,662					
JULY	3,801,223					
AUGUST	3,478,806					
SEPTEMBER	3,627,493					
Year to Date	\$10,721,280	\$10,710,499	\$196,891	\$10,907,389	\$186,109	1.74%

Total YTD 2017	\$44,320,643	\$10,721,280
Total YTD 2016	\$43,552,955	\$10,371,000
Total YTD 2015	\$43,026,884	\$10,468,613

24-2

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			
FEBRUARY	2,139,457			
MARCH	2,248,749			
APRIL	2,723,361			
MAY	2,427,158			
JUNE	2,420,872			
JULY	2,402,677			
AUGUST	2,248,592			
SEPTEMBER	2,335,523			
Year to Date	\$7,045,030	\$7,091,835	\$46,805	0.66%

Total YTD 2017	\$28,832,488	\$7,045,030
Total YTD 2016	\$28,751,678	\$6,864,198
Total YTD 2015	\$28,371,485	\$6,922,041

GASOLINE TAX

FY 2017	FY 2018	Increase (Decrease)	
		Collections	%
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			
121,033			
116,222			
139,250			
131,771			
128,386			
152,388			
138,355			
166,378			
\$407,607	\$420,690	\$13,083	3.21%

\$1,630,613	\$407,607
\$1,622,822	\$396,323
\$1,613,839	\$382,931

24-3

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			
FEBRUARY	185,122			
MARCH	202,694			
APRIL	252,511			
MAY	219,103			
JUNE	240,823			
JULY	228,679			
AUGUST	229,423			
SEPTEMBER	230,915			
Year to Date	\$656,637	\$654,670	(\$1,967)	-0.30%

Total YTD 2017 *h-hc* \$2,634,537
 Total YTD 2016 \$2,710,090
 Total YTD 2015 \$2,577,637

\$656,637
 \$641,086
 \$605,090

Lodging Tax

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

Statistical Report for December 2017

US Marshal Inmates Received	30
FBOP Inmates Received	47
US Marshal Inmate Carryovers from Previous Month	75
FBOP Inmate Carryovers from Previous Month	16
Total USMarshal Inmate Days	2307
Total FBOP Inmate Days	486
Total Federal Inmate Days	2793

State Inmates Received	235
State Inmate Carryovers from Previous Month	521
Total State Inmates in Facility this Month	756
Total State Carryovers to Next Month	469
Total State Inmate Days	14,856

Total Inmates (State and Federal Combined)	924
Total Inmate Days (State and Federal Combined)	17,649
* Average Daily Population	588

Total Days Billed to the State	14,856
Amount Charged to the State	\$ 25,998.00
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 26,346.75

Total Spent for Food this Month	\$66,596.40
Amount Over Allowance	\$66,247.65
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.48

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

December 2017 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8	1.02%
W/M	63	16.33%
B/M	382	68.37%
W/F	28	6.12%
B/F	40	8.16%
O/F	0	0.00%
Total	521	100.00%

Number of Inmates Received During the Month:

O/M	1	0.43%
W/M	55	23.40%
B/M	134	57.02%
W/F	17	7.23%
B/F	27	11.49%
O/F	1	0.43%
Total	235	100.00%

Total Number of Inmates in Jail During the Month:

O/M	9	1.19%
W/M	118	15.61%
B/M	516	68.25%
W/F	45	5.95%
B/F	67	8.86%
O/F	1	0.13%
Total	756	100.00%

Number of Inmates Released or Removed During the Month:

O/M	3	1.05%
W/M	49	17.07%
B/M	174	60.63%
W/F	25	8.71%
B/F	35	12.20%
O/F	1	0.35%
Total	287	100.00%

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

O/M	6	1.28%
W/M	69	14.71%
B/M	342	72.92%
W/F	20	4.26%
B/F	32	6.82%
O/F	0	0.00%
Total	469	100.00%

MTGY CO. COMMISSION
JAN 10 '18 AM 8:43

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

December 2017 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	1
W/M	20
B/M	46
W/F	4
B/F	3
O/F	1
Total	<u>75</u>

Number of Inmates Received During the Month:

O/M	3
W/M	9
B/M	23
W/F	1
B/F	5
O/F	0
Total	<u>41</u>

Number of Inmates in Jail During the Month:

O/M	4
W/M	29
B/M	69
W/F	5
B/F	8
O/F	1
Total	<u>116</u>

Number of Inmates Released or Removed During the Month:

O/M	1
W/M	12
B/M	24
W/F	0
B/F	4
O/F	0
Total	<u>41</u>

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

O/M	3
W/M	17
B/M	45
W/F	5
B/F	4
O/F	1
Total	<u>75</u>

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

December 2017 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous 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 Received During the Month:

O/M	0
W/M	4
B/M	2
W/F	0
B/F	2
O/F	0
Total	<u>8</u>

Number of Inmates in Jail During the Month:

O/M	2
W/M	5
B/M	15
W/F	0
B/F	2
O/F	0
Total	<u>24</u>

Number of Inmates Released or Removed During the Month:

O/M	1
W/M	1
B/M	8
W/F	0
B/F	2
O/F	0
Total	<u>12</u>

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

O/M	1
W/M	4
B/M	7
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

25-4

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

December, 2017

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	503					503	\$ 880.25	\$ 11.25
2	496					496	\$ 868.00	\$ 11.25
3	497					497	\$ 869.75	\$ 11.25
4	499					499	\$ 873.25	\$ 11.25
5	499					499	\$ 873.25	\$ 11.25
6	497					497	\$ 869.75	\$ 11.25
7	489					489	\$ 855.75	\$ 11.25
8	487					487	\$ 852.25	\$ 11.25
9	487					487	\$ 852.25	\$ 11.25
10	485					485	\$ 848.75	\$ 11.25
11	480					480	\$ 840.00	\$ 11.25
12	481					481	\$ 841.75	\$ 11.25
13	481					481	\$ 841.75	\$ 11.25
14	478					478	\$ 836.50	\$ 11.25
15	477					477	\$ 834.75	\$ 11.25
16	473					473	\$ 827.75	\$ 11.25
17	473					473	\$ 827.75	\$ 11.25
18	473					473	\$ 827.75	\$ 11.25
19	478					478	\$ 836.50	\$ 11.25
20	480					480	\$ 840.00	\$ 11.25
21	465					465	\$ 813.75	\$ 11.25
22	464					464	\$ 812.00	\$ 11.25
23	461					461	\$ 806.75	\$ 11.25
24	468					468	\$ 819.00	\$ 11.25
25	468					468	\$ 819.00	\$ 11.25
26	472					472	\$ 826.00	\$ 11.25
27	472					472	\$ 826.00	\$ 11.25
28	473					473	\$ 827.75	\$ 11.25
29	465					465	\$ 813.75	\$ 11.25
30	467					467	\$ 817.25	\$ 11.25
31	468					468	\$ 819.00	\$ 11.25
Total	14856	0	0	0	0	14856	\$ 25,998.00	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 25,998.00

SSN: _____ Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 26,346.75

Affadavit of the Sheriff before Notary Public
 The State of Alabama Montgomery County

Before me _____ Notary Public, personally appeared

MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

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

26346.75

Dollars is correct and

Sworn to and subscribe before me this

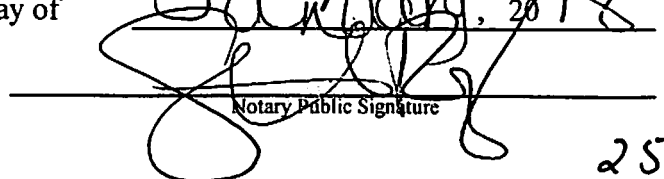


day of

Sheriff Signature

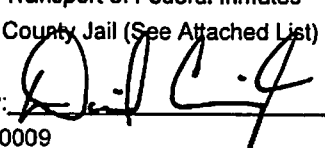
January, 2018

Notary Public Signature



25-5

HTCY CO. COMMISSION
JAN 10 '18 AM 8:44

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 #12-2017	
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		
			1/0/2018				
			CONTRACT NUMBER AND DATE				
			REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org		TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009		DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				GOVERNMENT B/L NUMBER			
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN-TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
Dec Jail Bill 12/01/2017 to 12/31/2017	12/31/2017	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-	1023 0	0.535	Mile	547.30	
				0.535		0.15	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL	547.45
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							
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.

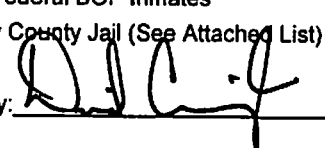
25-6

Previous edition usable

NSN 7540-00-900-2234

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.

MTGY CO. COMMISSION
JAN 10 '18 AM 8:44

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 #12-2017	
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 01/04/2018		SCHEDULE NO. PAID BY FBOP Montgomery	
			CONTRACT NUMBER AND DATE			
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			SHIPPED FROM			TO
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)
Dec Jail Bill 12/01/2017 to 12/31/2017	12/31/2017	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	486	48	Day	23,328.00
(Use continuation sheet(s) if necessary)						TOTAL
(Payee must NOT use the space below)						23,328.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR =\$	EXCHANGE RATE =\$1.00	DIFFERENCES		
		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						
P A I D B Y	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	
	CASH		DATE		ON (Name of bank)	
	\$		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

25-8

Community Corrections Census & Fiscal Report

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:

PROGRAM TYPE:

-County Probation Offenders	190	199	204	0	0	0	0	0	0	0	0	0
Fees Collected	195.00	305.50	550.00	-	-	-	-	-	-	-	-	\$1,050.50
-Pre-Trial Release Participants	37	40	36	0	0	0	0	0	0	0	0	0
(Jail Bed- Days Saved)	1157	1140	1178	0	0	0	0	0	0	0	0	0
Fees Collected	654.00	250.00	160.00	-	-	-	-	-	-	-	-	\$1,064.00
-Drug Court Offenders	17	16	19	0	0	0	0	0	0	0	0	0
Fees Collected	1,837.00	1,820.00	2,305.00	-	-	-	-	-	-	-	-	\$5,962.00
-Jail/Prison Diversion Offenders	159	151	156	0	0	0	0	0	0	0	0	0
Fees Collected	2,168.50	1,890.00	2,180.00	-	-	-	-	-	-	-	-	\$6,238.50
Amt. Billed to AL Dept. of Corrections	29,400.00	27,740.00	31,600.00	-	-	-	-	-	-	-	-	\$88,740.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	229	186	124	0	0	0	0	0	0	0	0	0
Fees Collected	1,340.00	1,370.00	1,140.00	-	-	-	-	-	-	-	-	\$3,850.00
-E.V.E.N. DV Program Enrolled	91	94	92	0	0	0	0	0	0	0	0	0
Fees Collected	1,095.00	1,060.00	\$865.00	-	-	-	-	-	-	-	-	\$3,020.00
-Other Fees Collected	215.00	80.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$435.00
TOTAL FEES: (15-16 FY)	\$ 36,904.50	\$ 34,515.50	\$ 38,940.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,360.00

Prior Year Fees (Companson):	\$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	0	0	0	0	0	0	0	0	0
(Population at end of Reporting Month)												
Comparison Population Previous Year	467	464	451	445	462	448	437	443	463	483	526	517
-Community Service Participants	20	25	25	0	0	0	0	0	0	0	0	0
(Community Service Hours)	179	181	139	0	0	0	0	0	0	0	0	0
Value of Labor at \$7.25 per Hr.	\$ 1,297.75	\$ 1,312.25	\$ 1,004.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,614.13
(Minimum Wage)												

	<u>Drug Court</u>	<u>AL D.O.C.</u>	<u>Client Fees</u>	<u>E.V.E.N.</u>
Budget Allocation (Anticipated Revenue)	\$32,650.00	\$360,460.00	\$88,740.00	\$28,150.00
Total Amount Collected/Billed to Date	\$5,962.00	\$88,740.00	\$12,203.00	\$3,020.00
Balance (of anticipated revenue)	\$26,688.00	\$271,720.00	\$76,537.00	\$25,130.00

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$110,360.00
Prior Year to Date	\$126,894.00
Difference From Prior Year	-\$16,534.00

Total Projected Fees from All Other Sources*	\$510,000.00
Target Amount expected to be collected/billed by date	\$127,500.00
Total Collected/Billed to date	\$110,360.00
Difference from Anticipated Revenue to Date: * or -	-\$17,140.00
*Other than from County Appropriations	

Target Percent: 25.00%
% of Goal Collected/Billed to date: 21.64%
**Goal = \$510,000 divided by 12 & X# of Months Completed this FY

26-1