

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 22, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:12 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Vice Chairman Walker. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Walker requested a \$500 miscellaneous appropriation from her account to the Alabama Cattlemen's Association for "Little Boots" Rodeo.

Chairman Dean, Commissioner Harris and Commissioner Sankey requested a \$500 miscellaneous appropriation from each of their accounts to the Pilgrim Rest Community Development Committee for feeding of local college students for the College Sunday event.

Commissioner Sankey requested a \$500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Support the Sheridan Heights Neighborhood Association, with funding to promote the community Valentine's Luncheon.

The Commission agreed to add these items to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims noted that 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.

PRESENTATION BY DIRECTOR OF RETENTION JESSICA G. HORSLEY WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Director of Retention Jessica G. Horsley with the Montgomery Area Chamber of Commerce briefed the Commission regarding DAS Mortgage Release. She noted that Chairman Dean could execute the documents on behalf of the Commission. (Copies of Opinion from County Attorney Thomas T. Gallion, III, and Related Documents, Agenda Pages 15-1 through 15-13, are attached to these Minutes.)

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley requested authorization to purchase three additional vehicles for the Appraisal Department. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission 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. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding 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. After discussion, the Commission agreed to place this item on the next agenda.

Chairman Dean expressed his desire to show appreciation to the employees of the Sheriff's Office, Detention Facility, Youth Facility and Engineering Department who worked through the inclement weather on January 16-17, 2018. The Commission agreed to cater breakfast to show appreciation to these employees and asked Administrator Mims to coordinate with the departments.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that Microsoft has given the County 90 days of free online training. He stated that this training is available to all county employees and strongly recommended that department heads and elected officials encourage their employees to participate.

Mr. Ialacci informed the Commission that Verizon has offered to upgrade its existing signal amplification equipment in certain county buildings. At the next meeting he will present the documents that require approval by the Commission to allow Verizon to update their equipment at no cost to the County.

Mr. Ialacci updated the Commission regarding the automated fueling system for the Sheriff's Office and Engineering Department. He stated that the IT department is working with MCSO and Engineering and hopes to present the total project costs at the next Commission meeting.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an 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. He stated that this project is presently scheduled for the January 26, 2018, ALDOT letting. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Speake presented 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. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding 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. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Change Order Number 2 to Contract with Stallings & Sons, Inc., for Annex I, first floor renovations. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean. After discussion, the Commission agreed to place this item on the next agenda.

The Commission discussed renaming the Flatwood Community Center to the Jiles Williams, Jr., Community Center. No action was taken.

Deputy Administrator Cauthen briefed the Commission regarding the Personnel review of County Commission Departments and positions. She noted that City-County Personnel recommended the following: (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; and (3) the Administrative Support Specialist (A04)

position in General Services should be reallocated to an Administrative Assistant (A05) position. Deputy Administrator Cauthen recommended that the County Commission implement the Personnel Department's recommendations and that the Finance Director be compensated at A15, Step 9. She stated that funding for these recommendations is included in the 2018 budget. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims reminded the Commission of the request from the City of Montgomery concerning repayment of the Insolvent 2017 Tax Bill for the IREP Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an email from Cedric Campbell with Goodwyn, Mills and Cawood, Inc., regarding a possible asbestos survey concerning the proposed park located on Airbase Boulevard (old Maxwell Heights property). He stated that this survey would help determine a more accurate cost for demolition of buildings on the property. Commissioner Sankey asked whether there has ever been an asbestos survey of the property. Administrator Mims stated that he would research the issue. After discussion, the Commission agreed for Administrator Mims to obtain the asbestos survey.

Administrator Mims reminded the Commission that the City Council has requested another name for their consideration for appointment to the Montgomery County Board of Human Resources. Probate Judge Steven L. Reed asked the Commission if he could provide recommendations for consideration. The Commission had no objections.

Administrator Mims stated that at the last meeting, Commissioner Harris noted that the March 5, 2018, Commission meeting would be held during the week of the NACo Legislative Conference and the Commission agreed to consider changing this meeting date. After discussion, the majority of the Commission agreed not to change the meeting date.

Administrator Mims presented Central Alabama Regional Planning and Development Commission (CARPDC) Activities for Montgomery County and other governmental entities. The Commission requested that CARPDC give an activities breakdown report by County Commission District. Administrator Mims noted that he would be scheduling them to meet with the Commission soon to give a report.

Administrator Mims presented a letter that he wrote to Mr. Daryl Rutland, General Manager of Advanced Disposal Services Alabama, Inc., in which notice was given to cancel the contract for residential solid waste collection and disposal services effective June 30, 2018. He noted that the County Commission would be rebidding these services.

MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk presented the proposed "On the Road Again" district meeting dates for 2018. She asked that each Commissioner confirm a location for their district by February 1, 2018.

Mrs. Hawk presented a schedule of upcoming events for the Commissioners.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for January – April 2018.

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection Report for January 2018.

Administrator Mims presented the Revenue Reports for December 2017 from Tax and Audit Department.

Administrator Mims presented the Population Report for December 2017 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for December 2017 for Community Corrections.

Administrator Mims reviewed previous requests for funding and future Budget Changes from Donation Revenue.

PRESENTATION BY TRANSPORTATION ENGINEER JEFF FENNELL WITH GOODWYN, MILLS AND CAWOOD, INC.

Transportation Engineer Jeff Fennell with Goodwyn, Mills and Cawood, Inc., briefed the Commission regarding a Contract for Construction Engineering and Inspection Services for the Gerhardt Industrial Access Road Project. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a memorandum regarding proposals for banking services. The Commission agreed for Administrator Mims to meet with Regions Bank regarding these services.

Administrator Mims presented an email from Event Planner Felicia Taylor with P.E.E.R.S. Inc., inviting them to "For The Love of Veterans" Gala Fundraiser.

DISCUSSION BY THE COMMISSION

Commissioner Doug Singleton informed the Commission that Chairman Clay Torbert with the Blue Gray National Collegiate Tennis Classic has requested to meet with the Commission regarding funding for the 2018 Blue Gray National Tennis Tournament. The Commission agreed to place on the next agenda a Budget Change Request in the amount of \$8,000 for this event.

Commissioner Singleton stated that he had requested a budget from the American Association for Children for the Bowling on Super Bowl Sunday event. After discussion, Commissioner

Sankey requested a \$1,000 miscellaneous appropriation from his account to the American Association for Children, for Bowling on Super Bowl Sunday.

The Commission agreed to add this item to the miscellaneous appropriations.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Bishop Sawyer of the Mathew Church of God.

The Pledge of Allegiance was led by Vice Chairman Walker.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of January 8, 2018. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval.

Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION ENDORSING THE EFFORTS OF THE ALABAMA BICENTENNIAL COMMISSION AND AUTHORIZING THE ESTABLISHMENT OF A COMMUNITY CELEBRATION COMMITTEE TO OBSERVE AND COMMEMORATE THE BICENTENNIAL OF THE STATE OF ALABAMA

Commissioner Singleton made a motion to adopt the Resolution Endorsing the Efforts of the Alabama Bicentennial Commission and Authorizing the Establishment of a Community Celebration Committee to Observe and Commemorate the Bicentennial of the State of Alabama.

The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING FUNDING ALABAMA AIR NATIONAL GUARD INFRASTRUCTURE PROJECTS FOR THE 187TH FIGHTER WING

Vice Chairman Walker made a motion to adopt the Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained and the motion carried. (Copies of Memorandum and Resolution, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH GULF STATES DISTRIBUTORS REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 7, 2018 AND ENDING ON MARCH 8, 2018, FOR SHERIFF’S LEATHER AND ACCESSORIES, CONTRACT NUMBER 52110-14B-026

Commissioner Harris made a motion to approve Amendment Number 4 to Contract with Gulf States Distributors regarding a Sixty (60) Day Extension, beginning January 7, 2018 and ending on March 8, 2018, for Sheriff’s Leather and Accessories, Contract Number 52110-14B-026. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH KEEFE COMMISSARY NETWORK, LLC REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING FEBRUARY 1, 2018 AND ENDING ON APRIL 2, 2018, FOR COMMISSARY & TRUST FUND MANAGEMENT, CONTRACT NUMBER 52200-14B-024

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Keefe Commissary Network, LLC regarding a Sixty (60) Day Extension, beginning February 1, 2018 and ending on April 2, 2018, for Commissary & Trust Fund Management, Contract Number 52200-14B-024. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH SHARPCUT LAWN SERVICE REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 17, 2018 AND ENDING ON MARCH 18, 2018, FOR LANDSCAPE MAINTENANCE AT THE MONTGOMERY INDUSTRIAL PARK, CONTRACT NUMBER 53100-14B-030

Commissioner Singleton made a motion to approve Amendment Number 4 to Contract with SharpCut Lawn Service regarding a Sixty (60) Day Extension, beginning January 17, 2018 and ending on March 18, 2018, for Landscape Maintenance at the Montgomery Industrial Park, Contract Number 53100-14B-030. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2018 COUNTY EMPLOYEE BLOOD DRIVES

Vice Chairman Walker made a motion to approve the 2018 County Employee Blood Drives. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 6-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated January 22, 2018. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow commissioners concurred:

From fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2018-49: Alabama Cattlemen’s Association, for “Little Boots” Rodeo - \$500; (Singleton)

NOTE: Vice Chairman Walker requested to add an additional \$500 from her discretionary money, for a total of \$1,000 appropriated to Alabama Cattlemen’s Association, for “Little Boots” Rodeo.

C-2018-51: Pilgrim Rest Community Development Committee, for Feeding of Local College Students for College Sunday Event - \$1,500; (Dean-\$500, Harris-\$500, and Sankey-\$500)

C-2018-52: American Association for Children, for Bowling on Super Bowl Sunday - \$1,000; (Sankey)

NC-2018-56: City of Montgomery, to be used by BONDS to Support the Sheridan Heights Neighborhood Association, with Funding to Promote the Community Valentine’s Luncheon - \$500; (Sankey)

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED THE RELOCATION OF THREE OFFICE TRAILERS FROM THE YOUTH FACILITY TO THE SHERIFF’S FIRING RANGE

Commissioner Harris made a motion to approve the Relocation of Three Office Trailers from the Youth Facility to the Sheriff’s Firing Range. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 8-1, is attached to these Minutes.)

SHERIFF’S OFFICE - APPROVED BID AWARD TO SIGNS NOW FOR GRAPHICS AND LETTERING, BID NUMBER 52110-18B-013

Commissioner Harris made a motion to approve the Bid Award to Signs Now for Graphics and Lettering, Bid Number 52110-18B-013. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bid and Contract, Agenda Pages 9-1 through 9-4, are attached to these Minutes.)

DETENTION FACILITY - APPROVED POSITION FILL REQUESTS (3)

1. Corrections Officer Trainee, Position Number 500419049
2. Corrections Officer Sergeant, Position Number 500421132
3. Corrections Officer Lieutenant, Position Number 500422063

Commissioner Singleton made a motion to approve Position Fill Requests, Detention Facility. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Page 10-1 through 10-3, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE - APPROVED POSITION FILL REQUESTS (2)

1. Pre Trial Diversion Secretary, Position Number 428055002
2. Receptionist/Secretary, Position Number 400016001

Vice Chairman Walker made a motion to approve Position Fill Requests, District Attorney’s Office. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Page 11-1 and 11-2, are attached to these Minutes.)

SHERIFF’S OFFICE - APPROVED POSITION FILL REQUEST (3)

1. Deputy Sheriff Trainee, Position Number 550430102

Commissioner Singleton made a motion to approve Position Fill Request, Sheriff’s Office. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 12-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (16)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

1. County Commission	Request Number 6
2. Tax & Audit	Request Number 2
3. Detention Facility	Request Number 6
4. Youth Facility	Request Numbers 4 and 5
5. Engineering Department	Request Number 7
6. Appraisal Department	Request Numbers 6 and 7
7. Personnel Department	Request Numbers 10, 11, 12 and 13
8. Community Corrections	Request Number 8
9. Sheriff's Office	Request Numbers 17, 18 and 20

Commissioner Singleton made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 13-1 through 13-16, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

ENGINEERING DEPARTMENT – APPROVED 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

Vice Chairman Walker made a motion to approve the 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. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter, Agreement and Resolution, Agenda Pages 14-1 through 14-10, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Grant Writer Regina Walker presented pictures of County employees helping Habitat for Humanity work on repairs to a home in Montgomery. She said the Sheriff's Office will coordinate more Habitat projects throughout the year and looks forward to continued participation from employees in all departments.

Bishop William Paul of Church on the Road Ministries said good morning and briefed the Commission on the various forms of assistance his ministry provides for the homeless, unemployed veterans and ex-convicts. He said they provided assistance to numerous homeless citizens during the extremely cold weather at no cost to the homeless.

Bishop Paul described the improvements that have been made to the facility asked the Commission for \$10,000 to assist his ministry to help the disadvantaged get back on track and in the mainstream.

Ms. Mary Williams, a resident from the Flatwood Community, said good morning and expressed her concern that residents in her community were not contacted regarding renaming the Flatwood Community Center to honor Jiles Williams. She said she spoke with other residents of the neighborhood who do not support renaming the community center. Ms. Williams said they don't have anything against Mr. Williams, but they would like the center to remain named Flatwood. Chairman Dean told Ms. Williams that renaming the community center has been put on hold. He stated that the Commission owns the community center and can rename the center if it chooses, but the Commission will consider their comments.

Commissioner Singleton commended employees of the Engineering Department, Sheriff's Office, the Jail and everyone who worked during the hazardous weather. He also extended his condolences to Scott Kramer upon the death of his mother. He said he remembers an elderly gentleman once said to him that you never know how tough you are until your mama dies. Commissioner Singleton said, in reference to the government shut-down in Washington D. C., that the Commissioners need to get on a plane to Washington and to show Congress how people can work together to do what is right for people.

Commissioner Sankey said good morning and said it is a blessing to be here. He said he wanted to echo what Commissioner Singleton said and thank all County personnel for the work they do every day. Commissioner Sankey then apologized for his behavior during the informal session and said he wanted to do so publicly. Commissioner Sankey acknowledged his wife and said he looks forward to working on the County Commission.

Vice Chairman Walker had no comment

Chairman Dean also extended his condolences to Scott Kramer. He thanked the department heads and employees for the great job they are doing. Chairman Dean said he received good reports in reference to the Revenue Office and Probate Office. He said he is elated with the great leadership within Montgomery County and that the County has the best employees in the State of Alabama and the best elected officials in the State of Alabama. Chairman Dean said he wants the County to continue to be number one.

Commissioner Harris also extended his condolences to Mr. Kramer. He said he has been there and you never get over it, but it does get better. Commissioner Harris thanked everyone for the work they do on behalf of the County. He said sometimes during the information session certain discussion might seem as if the Commission is being mean or over reacting; but, in addition to being strictly about business, he said the Commission has compassion for the needs of the community and wants to ensure that the Commission appropriates money wisely. Commissioner Harris stated there is a lot of passion and compassion amongst the five Commissioners. He said they try to do their best every day to represent the County to the best of their ability.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on January 22, 2018, at 9:58 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-5-18

Check Number	To	Check Number
274902		274946
Total Checks Paid		\$95,854.70

Check Numbers 274899 – 274901 Poll Worker replacement checks for a total of \$325.00

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-5-18

Check Number	To	Check Number
274947		275016
Total Checks Paid		\$285,956.63

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

JAN 22 2018

1-22-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-12-18

Check Number	To	Check Number
275018		275068
Total Checks Paid		\$384,695.15

Check Number 275017 was deleted.

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

JAN 22 2018

1-22-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-12-18

Check Number	To	Check Number
275069		275173
Total Checks Paid		\$399,537.85

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/5/18

Payroll Check Number	129347	To	Payroll Check Number	129406	\$	48,900.08
Direct Deposits					\$	882,044.64
Payroll Check Number	129407	To	Payroll Check Number	129427	\$	263,889.44
Direct Deposits					\$	413,868.00
Federal Deposits					\$	335,931.83
Total Payroll Paid					\$	1,944,633.99

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

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

AGENDA

JAN 22 2018

January 9, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Grant Application to the Alabama Bicentennial Commission

The Montgomery County Commission, at its meeting on January 8, 2018, agreed to place on the next agenda a Resolution in which the Commission agrees to aid the Alabama Bicentennial Commission in supporting a Community Celebration Committee to observe and commemorate the bicentennial of the State of Alabama. The Commission agreed that the Commissioner Isaiah Sankey, Administrator Donald L. Mims, Deputy Administrator Florence Cauthen and Manager of Public Affairs Hannah Hawk would serve on the Committee.

I am requesting that the Commission adopt the attached Resolution.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

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

1-1

RESOLUTION

WHEREAS, the United States Congress created the Alabama Territory from the eastern half of the Mississippi Territory on March 3, 1817; and,

WHEREAS, by 1819, the birth and growth of cities, towns, and communities in the Alabama Territory ensured that the population of the Territory had developed sufficiently to achieve the minimum number of inhabitants required by Congress to qualify for Statehood; and,

WHEREAS, the United States Congress and President James Monroe approved Statehood for the Alabama Territory on December 14, 1819 making it the nation's twenty-second state; and,

WHEREAS, the Alabama Legislature approved a resolution in 2013 establishing the Alabama Bicentennial Commission to mark the 200th anniversary of Statehood; and,

WHEREAS, constitutional officers and other officials appointed Commission members to organize and execute a bicentennial celebration intended to improve the education and understanding of all Alabamians and visitors regarding the State's history and heritage; and to create and promote lasting initiatives designed to benefit the State and its citizens; and,

WHEREAS, the bicentennial period of reflection and commemoration, 2017 to 2019, has been divided into three thematic years to acknowledge distinctly: the environment, both natural and constructed, including especially the cities, towns, and communities which compose the State; the people, regardless of race, culture, or background; and the history, both ancient and recent, of the State of Alabama; and,

WHEREAS, commemorations and celebrations will enable and encourage Alabamians of all ages and backgrounds, together with visitors, to experience Alabama's rich cultural, historic, and natural resources, thereby stimulating the economy of Alabama through local economic growth; and,

WHEREAS, full participation and contributory efforts by the localities of the State, through their various councils, committees, and congregations, are paramount to the success of this historic endeavor; and,

WHEREAS, participation in Alabama's bicentennial is a unique opportunity to celebrate and uplift the State during this historic time;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission, by this action, endorses the efforts of the Alabama Bicentennial Commission and hereby resolve to aid the Alabama Bicentennial Commission in promoting, planning, and executing the Commission's historic, educational, celebratory, and cultural initiatives by forming or supporting a Community Celebration Committee to observe and commemorate the bicentennial of the State of Alabama;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Montgomery County Commission appoints Commissioner Isaiah Sankey, Administrator Donald L. Mims, Deputy Administrator Florence M. Cauthen and Manager of Public Affairs Hannah Hawk as members of the Community Celebration Committee.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2018.

BY: _____
Chairman

ATTEST: _____
County Administrator

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

AGENDA

JAN 22 2018

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Funding for the 187th Fighter Wing Infrastructure Projects

The Montgomery County Commission, at its meeting on January 8, 2018, agreed to place on the next agenda a Resolution authorizing funding of the Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing.

I am requesting that the Commission adopt the attached Resolution.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

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

RESOLUTION

WHEREAS, the United States Air Force announced that the 187th Fighter Wing was selected to receive new F-35 fighter jets; and,

WHEREAS, the direct economic impact will be \$70 million up front capital investment and the increase of 1,000 jobs; and,

WHEREAS, Mayor Todd Strange and Chairman Elton N. Dean, Sr., executed a commitment letter on May 8, 2017 to the Honorable Heather Wilson, Secretary of the Air Force, in which they committed \$2,660,000 total funds for the construction of a new Entry Control Point for use by the 187th Fighter Wing at Dannelly Field Guard Station to be provided by September 30, 2020; and,

WHEREAS, this commitment was based upon design estimates to meet the Air Force requirements related to force protection and installation security; and,

WHEREAS, the 187th Fighter Wing is integral to the economic well-being of Montgomery Alabama. It continues the legacy of the Tuskegee Airman "Red Tails" flying under the historic designation of the 100th Fighter Squadron; and,

WHEREAS, the Montgomery County Commission believes this support for the mission of the 187th Fighter Wing strengthens our continued commitment to being known as the "Best Hometown in the Air Force"; and,

WHEREAS, the Montgomery County Commission desires to fund \$1,080,000 for construction of the entry control point "gate" and to fund \$30,000 for an industrial access road grant, which represents 40% of the cost with the City of Montgomery contributing 60%; and,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission authorizes funding prior to September 30, 2020 of \$1,080,000 for construction of the entry control point "gate" and \$30,000 for an industrial access road grant for the Alabama Air National Guard, 187th Fighter Wing.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2018.

BY: _____
Chairman

ATTEST: _____
County Administrator

AGENDA

JAN 22 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{MLS}
DATE: January 3, 2018
RE: Contract No. 52110-14B-026
Sheriff's Leather & Accessories

I request that the attached Amendment No. 4 to Gulf States Distributors be considered for approval on a future agenda.

Amendment No. 4 will allow the contract to be extended for sixty (60) days, beginning January 7, 2018 and ending on March 8, 2018.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-14B-026

Amendment No. 4

Contract with Gulf States Distributors for leather and accessories is hereby extended for sixty (60) days beginning January 7, 2018 and ending March 8, 2018.

All other provisions of the contract will remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 22 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{ML}

DATE: January 3, 2018

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

I request that the attached Amendment No. 2 to Keefe Commissary Network, LLC be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for sixty (60) days, beginning February 1, 2018 and ending on April 2, 2018.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-14B-024

Amendment No. 2

Contract with Keefe Commissary Network for commissary and trust fund management off-site service to be provided at Montgomery County Detention Facility is hereby extended for sixty (60) days beginning February 1, 2018 and ending April 2, 2018.

All other provisions of the contract will remain the same.

WITNESS: KEEFE COMMISSARY NETWORK, LLC.

BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 22 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: December 26, 2017

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

I request that the attached Amendment No.4 to SharpCut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning January 17, 2018 and ending on March 18, 2018.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 53100-14B-030

Amendment No. 4

Contract with SharpCut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for sixty (60) days, beginning January 17, 2018 and ending March 18, 2018.

All other provisions of the contract remain the same.

WITNESS:

SHARPCUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



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

AGENDA

JAN 22 2018

January 04, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: 2018 County Employee Blood Drives

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. I am requesting the county continue this tradition by sponsoring two blood drives in 2018. The first would be scheduled for February 28, 2018 with the American Red Cross and the second on August 23, 2018 with LifeSouth.

I am also requesting that the Commission allow elected officials and department heads, at their discretion, to give employees who donate blood four hours of paid administrative leave. This time off must be scheduled in advance with the department head or supervisor.

I am requesting that this item be placed on the January 22nd meeting agenda. Thank you.

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

AGENDA

JAN 22 2018

January 22, 2018

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims, County Administrator *DLM*
SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

- C-2018-48: Montgomery Community Action Agency, for Ramer Senior Center for Community Service Programs (Attn: Mr. Pringle) - \$500; (Singleton)
- C-2018-49: Alabama Cattlemen's Association, for "Little Boots" Rodeo - \$500; (Singleton)
- C-2018-50: Lagoon Park Trails, Inc., for Lagoon Park Trail Project - \$1,000; (Walker)
- NC-2018-51: City of Montgomery, to be used by BONDS to Support the Woodley Park Area Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)
- NC-2018-52: City of Montgomery, to be used by BONDS to Green Acres Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)
- NC-2018-53: City of Montgomery, to be used by BONDS to support Spring Valley/Cross Creek/Valley Village, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

- A COUNTY OLDER THAN THE STATE -

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

MEMORANDUM

Sherrill Thomas, Finance Director

January 22, 2018

Page 2

NC-2018-54: City of Montgomery, to be used by BONDS to Support Carriage Hills Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

NC-2018-55: City of Montgomery, to be used by BONDS to Support the Vaughn Meadows Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

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

AGENDA

JAN 22 2018

January 4, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Relocation of Office Trailers from Youth Facility to Firing Range

The Montgomery County Commission, at its meeting on January 8, 2018, agreed to place on the next agenda authorization for the Sheriff's Office to relocate three doublewide office trailers from the Youth Facility to the Firing Range.

I am requesting approval of this authorization.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

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

AGENDA

JAN 22 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: January 2, 2018

RE: Invitation to Bid No. 52110-18B-013
Graphics and Lettering

Request that approval of award on the above referenced Invitation to Bid to the only bid of Signs Now, in the amount of \$4,986.38 be placed on a future agenda. (Copy of spread sheet attached.)

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

Coordination of award made with Sheriff Derrick Cunningham.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-013				Signs Now Montgomery 1113 Perry Hill Rd, Ste B Montgomery, AL 36109 Attn: Kippy Paige (334)395-6586 Is Company Minority Owned XYes No		Lawmen's & Shooters' Supply NO BID		Graphic Designs Int. Inc. NO BID		K & K Systems, Inc. NO BID		Hall Signs NO BID	
DATE ISSUED: DECEMBER 6, 2017													
DATE OPENED: DECEMBER 27, 2017													
SHERIFF'S OFFICE													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Graphics for PPV/SUV	Ea	1	\$685.50	\$685.50								
2	Graphics for PPV/SUV	Ea	1	\$600.00	\$600.00								
	K-9 Unit												
3	Graphics for Probate	Ea	1	\$865.85	\$865.85								
	Transit Van												
4	Graphics for Prisoner	Ea	1	\$995.50	\$995.50								
	Transport Van												
5	Graphics for Ford	Ea	1	\$750.00	\$750.00								
	F-150												
6	Graphics for Ford	Ea	1	\$775.00	\$775.00								
	F-250												
7	Graphics for	Ea	1	\$164.17	\$164.17								
	Motorcycles												
8	Graphics & Lettering	Ea	1	\$150.36	\$150.36								
	Montgomery County												
	Seal												
TOTAL BID AMOUNTS					\$4,986.38								

Notes:

55 BIDS SENT OUT

Page 1

Graphics and Lettering 52110-18B-013

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 22nd day of January, 2018, between Signs Now, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Signs Now agrees to furnish and install graphics and lettering on vehicles for the Montgomery County Commission and Sheriff's Office in accordance with all provisions and specifications of Invitation to Bid No. 52110-18B-013, as issued by the Montgomery County Commission on December 6, 2017 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Signs Now and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the contract will begin on January 22, 2018 and will end on January 21, 2019, with the option to renew for two (2) years, in one year periods, providing funds are made available by the Montgomery County Commission.
3. That prices shall remain firm for a one (1) year period. At the end of each one year period, a price increase may be allowed but shall not exceed five-percent (5%) per year.
4. That Montgomery County Commission or Signs Now may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Signs Now will furnish and install graphics and lettering on vehicles for Montgomery County at prices stipulated in Invitation to Bid 52110-18B-013.
6. That Signs Now shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
7. That Signs Now agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Signs Now, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent

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

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of January 2018.

WITNESS:

SIGNS NOW

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JAN 22 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419049(replacement of T Parker)
 Pay Grade PCT Pay Range 30,096
 Proposed Effective Date January 29, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 1/5/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 01/05/2018

Sherrill Thomas

Finance Director

Date 1/5/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 22 2018

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421132 (replacement of G Williams)
 Pay Grade PC3 Pay Range 39,257-58,655
 Proposed Effective Date January 15, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 1/5/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/05/2018
 Employee Benefit Manager

Sherrill Thomas Date 1/5/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 22 2018

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Lieutenant
 Position Number 500422063(replacement of S Alexander)
 Pay Grade PC4 Pay Range 44,078-65,858
 Proposed Effective Date January 15, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 1/5/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/05/2018
 Employee Benefit Manager

Sherrill Thomas Date 1/5/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JAN 22 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney- Pre Trial
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Duane Johnson

POSITION INFORMATION:

Position Title PTD Secretary
 Position Number 428055002
 Pay Grade A04 Pay Range \$28,765 - \$42,978
 Proposed Effective Date January 29, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 01/12/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 01/12/2018

Sherrill Thomas
 Finance Director

Date 1/16/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

JAN 22 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Receptionist/Secretary
 Position Number 400016001
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date January 29, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 01/12/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 01/12/2018

Sherrill Thomas
 Finance Director

Date 1/16/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 22 2018

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title DEPUTY SHERIFF TRAINEE

Position Number 550430102 (Replacement of LaDerika Jackson)

Pay Grade PS1-4 Pay Range \$38,236

Proposed Effective Date JANUARY 29, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 1/10/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 1/10/2018

Sherrill Thomas

Finance Director

Date 1/16/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JAN 22 2018

Date: January 4, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Huntsville, Alabama
Departure Date: February 21, 2018 Return Date: February 23, 2018
Conference Leave (Days / Hours): (3) days
Purpose of Travel: to attend the GFOAA 34th Annual Conference & Training Seminar

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$957.85 Advance Registration Required: \$300.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$300.00- Lodging \$300.75- Mileage \$207.10- Meals \$150.00

To: Donald L Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$957.85 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$3,183.96</u>
Budget Available:	<u>\$19,316.04</u>
Current Requests:	<u>\$957.85</u>
Budget Balance:	<u>\$18,358.19</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/5/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

JAN 22 2018

Date: 01/16/2018
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Huntsville, AL (The Westin Huntsville)
Departure Date: 02/21/2018 Return Date: 02/23/2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend GFOAA 34th Annual Conference & Training Seminar.
Qualifies for 16 CPE Hours toward CRE 2018 certification requirement.
Registration Fee includes the \$50 annual membership for regular members.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$997.10 Advance Registration Required: \$300.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration \$300 Lodging \$302 Mileage \$207.10 Meals \$150 Parking \$38

Earlybird Registration Fee of \$300 has to be paid in advance before 2/8/2018.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$997.10 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,250.00</u>
Approved Requests:	<u>\$455.38</u>
Budget Available:	<u>\$11,794.62</u>
Current Requests:	<u>\$997.10</u>
Budget Balance:	<u>\$10,797.52</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JAN 22 2018

Date: January 9, 2018
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Approval for the following travel:

Destination: Birmingham AL
Departure Date: March 28, 2018 Return Date: March 30, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Jail Association Spring Conference

Traveler (s) Name: 1. Wanda Robinson 4. Angel McCall
2. Sallie Foster 5. _____
3. Martinez Tolbert 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$100.00

Department Name: Detention Facility Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$13,600.00</u>
Budget Available:	<u>\$6,400.00</u>
Current Requests:	<u>\$2,500.00</u>
Budget Balance:	<u>\$3,900.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/18

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

JAN 22 2018

Date: January 16, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Embassy Suites, Montgomery, AL
Departure Date: 2/8/2018 Return Date: 2/9/2018
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attending the Human Trafficking Summit

Traveler (s) Name: 1. Alex Thomas 4. _____
2. Rhonda Wimbley 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00

Department Name: Youth Facility Fund Name: 00152603-265

Additional Comments: Registration check to be addressed to: End It Alabama
Attn: Alabama HT Summit , P.O. Box 4787
Huntsville, AL 35815

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$448.80</u>
Budget Available:	<u>\$9,551.20</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$9,401.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 1/16/2018
cc: Finance Director / Buyer

134

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

JAN 22 2018

Date: January 16, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: February 21, 2018 Return Date: February 23, 2018
Conference Leave (Days / Hours): 3 days
Purpose of Travel: to attend the Alabama Conference of Social Work.

Traveler (s) Name: 1. Patricia Strickland 4. _____
2. Preston Frazier 5. _____
3. Jimmy Rogers 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$300.00

Department Name: Youth Facility Fund Name: 00152603-265

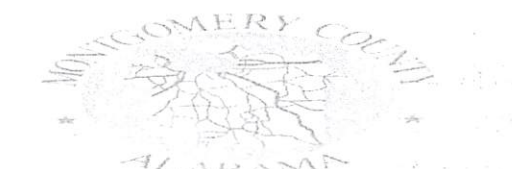
Additional Comments: Registration check to be addressed to the Alabama Conference of Social Work,
P.O. Box 205, Gulf Shores, AL 36547 for Preston Frazier and Jimmy Rogers,
Patricia Strickland already paid her \$150.00 registration.

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$448.80</u>
Budget Available:	<u>\$9,551.20</u>
Current Requests:	<u>\$1,650.00</u>
Budget Balance:	<u>\$7,901.20</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

JAN 22 2018

Date: 1/16/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Park Drive, Montgomery, Alabama
Departure Date: February 22, 2018 Return Date: February 22, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Seminar on Advanced Microsoft Excel

Traveler (s) Name: 1. George Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake, County Engineer
From: Donald L. Mims, Administrator
The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$2,581.00</u>
Budget Available:	<u>\$7,419.00</u>
Current Requests:	<u>\$199.00</u>
Budget Balance:	<u>\$7,220.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/16/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JAN 22 2018

Date: January 4, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: March 16, 2018 Return Date: March 16, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Alabama Certified Appraiser Exam

Traveler (s) Name: 1. Calvin Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$276.04 Advance Registration Required: \$140.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REG: \$140, Meals \$75, Mileage 61.04

TOTAL EST. COST: \$276.04

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$276.04 and advance registration of \$140.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,747.90</u>	
Budget Available:	<u>\$28,252.10</u>	
Current Requests:	<u>\$276.04</u>	
Budget Balance:	<u>\$27,976.06</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/5/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

JAN 22 2018

Date: January 16, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: February 5, 2018 Return Date: February 9, 2018
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Advanced Appraisal Concepts Class

Traveler (s) Name: 1. Calvin Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,747.90</u>	
Budget Available:	<u>\$28,252.10</u>	
Current Requests:	<u>\$551.04</u>	
Budget Balance:	<u>\$27,701.06</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

JAN 22 2018

Date: January 4, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: March 8, 2018 Return Date: March 8, 2018
Conference Leave (Days / Hours): 5 Hours
Purpose of Travel: ASU Spring 2018 Opportunity Fair

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$300.00 Advance Registration Required: \$300.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$300.00

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>123-51961-190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$490.75</u>	
Budget Available:	<u>\$4,509.25</u>	
Current Requests:	<u>\$300.00</u>	
Budget Balance:	<u>\$4,209.25</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/5/2018

cc: Finance Director / Buyer

13-9

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

JAN 22 2018

Date: January 8, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Bessemer, AL
Departure Date: March 13, 2018 Return Date: March 13, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Lawson State Community College Career, Health & Community Resource Fair

Traveler(s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>123-51961.190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$790.75</u>	
Budget Available:	<u>\$4,209.25</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$4,209.25</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

JAN 22 2018

Date: January 16, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Chicago, IL
Departure Date: June 16, 2018 Return Date: June 21, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2018 SHRM Annual Conference

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☒
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$3,540.45 Advance Registration Required: \$1,095.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration: 1095.00; Hotel: 1695.45; Food: 300.00; Airfare: 450.00

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$3,540.45 and advance registration of \$1,095.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>123-51961.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$789.72</u>
Budget Available:	<u>\$24,210.28</u>
Current Requests:	<u>\$3,540.45</u>
Budget Balance:	<u>\$20,669.83</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/16/2018

cc: Finance Director / Buyer

1311

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

JAN 22 2018

Date: January 16, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Miami, FL
Departure Date: February 8, 2018 Return Date: February 11, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend SHRM Regional Business Meeting

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☒
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: All expenses paid by SHRM

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$789.72</u>	
Budget Available:	<u>\$24,210.28</u>	
Current Requests:	<u>\$3,540.45</u>	
Budget Balance:	<u>\$20,669.83</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/16/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

JAN 22 2018

Date: January 5, 2018
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 301 North Ripley Montgomery, AL
Departure Date: January 25, 2018 Return Date: January 26, 2018
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend ORAS End User Training

Traveler (s) Name: 1. Patrice Jackson 4. _____
2. Michael Ligon 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,700.00</u>
Approved Requests:	<u>\$3,227.00</u>
Budget Available:	<u>\$7,473.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$7,473.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/5/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 17

AGENDA

JAN 22 2018

Date: January 4, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Meridian, MS
Departure Date: February 4, 2018 Return Date: February 17, 2018
Conference Leave (Days / Hours): 13 Days
Purpose of Travel: attend Mississippi/Alabama DARE Officer Training 2018

Traveler (s) Name: 1. Kofee Anderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$2,800.00 Advance Registration Required: \$900.00
Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499
Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,800.00 and advance registration of \$900.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administration Expense</u>	
Current Budget:	<u>\$365,200.00</u>	
Approved Requests:	<u>\$48,761.00</u>	
Budget Available:	<u>\$316,439.00</u>	
Current Requests:	<u>\$2,800.00</u>	
Budget Balance:	<u>\$313,639.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/5/2018
cc: Finance Director / Buyer

13-14

Montgomery County Commission
Travel / Training Request Approval
Request # 18

AGENDA

JAN 22 2018

Date: January 8, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Anniston, AL
Departure Date: February 19, 2018 Return Date: February 24, 2018
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Field Force Extrication Tactics Course

Traveler (s) Name: 1. James Richardson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: only expected expense will be fuel

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$18,770.00</u>
Budget Available:	<u>\$21,230.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$21,130.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/9/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 20

AGENDA

JAN 22 2018

Date: January 12, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Homewood, AL
Departure Date: February 7, 2018 Return Date: February 9, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Investigating Officer-Involved Shooting Course

Traveler (s) Name: 1. Jeff Davis 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$880.00 Advance Registration Required: \$375.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 1/22/18 reimbursement of actual and necessary expenses in the
approximate amount of \$880.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$18,820.00</u>
Budget Available:	<u>\$21,180.00</u>
Current Requests:	<u>\$980.00</u>
Budget Balance:	<u>\$20,200.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/16/2018
cc: Finance Director / Buyer

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

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

AGENDA

JAN 22 2018

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

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1310



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
ATRIIP 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

JAN 22 2018

Tammy Nix

From: Jessica G. Horsley <jhorsley@montgomerychamber.com>
Sent: Thursday, January 04, 2018 4:54 PM
To: ssmithe@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

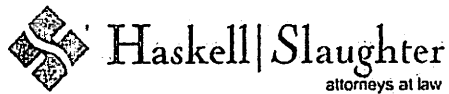
www.facebook.com/montgomerychamber
[www.twitter/mgmchamber](https://twitter.com/mgmchamber)
www.linkedin.com/companies/montgomery-area-chamber-of-commerce

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

- A COUNTY OLDER THAN THE STATE -

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

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.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, February 5, 2018, at 8:00 in the morning.

Donald Z. Minin
Administrator

Elton N. Hearn, Jr.
Chairman