

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MAY 21, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:03 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. 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.

Administrator Mims noted that the authorization of construction for a foot bridge at Ramer Park was on the agenda and inquired as to how the project would be funded. After discussion, the Commission agreed to make a \$2,852 miscellaneous appropriation from the joint designated revenue account to the Montgomery County Parks and Recreation Department for this project.

DISCUSSION BY THE COMMISSION

Administrator Mims presented an invoice for the Carver Senior High School State Championship rings in the amount of \$8,690. He also noted that the steak dinner would cost \$625. After discussion, Chairman Dean, Commissioner Harris and Commissioner Singleton requested a \$3,105 miscellaneous appropriation from each of their education accounts to Carver Senior High School for the championship rings and steak dinner for the players and coaches.

Chairman Dean requested a \$1,500 miscellaneous appropriation from his designated revenue account to the City of Montgomery, to be used by BONDS to support Mount Meigs Homeowners' Association, with funding to promote community enhancement and beautification programs/projects.

The Commission agreed to add these items to the miscellaneous appropriations accounts that were on the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR CARY KUHLMAN, CLINICAL DIRECTOR REBECCA MORRIS AND COMMUNITY LIAISON AND STAFF THERAPIST CHRISTY HOLDING WITH THE SAMARITAN COUNSELING CENTER

Community Liaison and Staff Therapist Christy Holding, Clinical Director Rebecca Morris and Executive Director Cary Kuhlman with The Samaritan Counseling Center briefed the Commission regarding the organization and requested funding in the amount of \$20,000. After discussion, the Commission agreed make a \$20,000 miscellaneous appropriation from the joint designated revenue account to this organization.

PRESENTATION BY COMMUNITY DEVELOPMENT MANAGER LESLIE YORK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION (CARPDC)

Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission (CARPDC) presented a Subgrant Agreement concerning the 2018 Low Income Weatherization Assistance Program, LIWAP-028-18. Ms. York also briefed the Commission regarding an Agreement for the 2018 Weatherization Assistance Program, DOE 028-18.

After discussion, the Commission agreed to place these items on the next agenda and requested that Weatherization Program Manager Donny Barber meet with them on June 4, 2018.

Ms. York briefed the Commission regarding the 2018 Community Development Block Grant (CDBG) Application. She requested that a Public Hearing be held at the June 4, 2018 Commission meeting regarding this grant. The Commission agreed to place this on the next agenda.

Ms. York briefed the Commission regarding the 2018 Alabama Power Good Roots Grant Application. After discussion, the Commission agreed to place this item on the next agenda.

Ms. York briefed the Commission regarding the 2018 MidSouth RC&D Council Grant Application. After discussion, the Commission agreed to place this item on the next agenda.

Ms. York presented a listing of potential grant and loan opportunities and estimated deadlines. Administrator Mims noted that if any Commissioners would like to meet with representatives from CARPDC regarding these opportunities, he would coordinate the meetings.

Ms. York discussed information from Opportunity Zones, a new economic development tool presented by ADECA.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding Budget Change Request Number 2 for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) licenses to applicant Aarushika, Inc., for Cash Bargains, located at 5925 Norman Bridge Road, Montgomery, Alabama 36105. He stated that he had no objections to this application. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Bid Award to Keefe Commissary Network, LLC, for Commissary and Trust Fund Management Off-Site Service, Bid Number 52200-18B-009. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham invited the Commission to a Press Conference to be held Thursday, May 24, 2018 at 10:00, Annex I, First Floor, Patrol Muster Room, to Honor Corporal Steve Smith as the National Sheriff's Association Chaplain of the Year.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that an Invitation To Bid (ITB) has been issued for a high speed private data network from 100 South Lawrence Street to the Probate/Revenue East office on Atlanta Highway. He stated that IT will also be working on an ITB for high speed services for the Probate/Revenue West and South offices. In addition, the Engineering Districts will have high speed, private data networks at a later date.

Mr. Ialacci informed the Commission that the Internet Exchange will hold a press conference on May 24, 2018 to announce that Alabama State University will join the exchange. He noted that this is the second college in Montgomery to join.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Bid Award to Asphalt Contractors, Inc., for resurfacing various county roads, Bid Number 53000-18B-018. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake requested that the Commission approve allocation of an entry level Engineering Aide I position and the related position fill request and removal of an existing Civil Engineering Technician II position. The retirement of several employees and subsequent promotions triggered the request and will result in a savings of approximately \$50,000 per year in salary and benefit costs. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED

Probate Judge Steven L. Reed briefed the Commission regarding the allocation of voting machines and election officials for the 2018 Election Cycle. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Judge Reed stated that the proposed Constitutional Amendment to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System will be placed on November 2018 General Election Ballot.

COMMENTS BY ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented an Agreement with the State of Alabama Department of Examiners of Public Accounts regarding reimbursement of costs associated with the annual audit of federal financial assistance received by Montgomery County. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Weiss Commercial Flooring for the installation of floor covering in the Community Corrections building, Bid Number 51901-18B-013. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bid Award for residential solid waste collection and disposal, Bid Number 51100-18B-020. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Executive Director Wendy Anzalone with the Cancer Wellness Foundation of Central Alabama requesting funding in the amount of \$5,000 for programs. After discussion, the Commission agreed to make a \$5,000 miscellaneous appropriation from the joint designated revenue account to this organization.

Administrator Mims presented a letter from Executive Director Susan Segrest and Board Chair Doug Singleton with Central Alabama Aging Consortium requesting funding in the amount of \$36,025 for programs. Commissioner Singleton stated that he will research several issues discussed and report back to the Commission.

Administrator Mims presented information regarding Emergency Reporting Fire Package online system. Commissioner Singleton stated that it would cost a total of \$15,163 for the eight Volunteer Fire Departments in Montgomery County to use centralized reporting system. After discussion, the Commission agreed to make a \$15,163 miscellaneous appropriation from the infrastructure designated revenue account to the Montgomery County Association of Volunteer Fire Departments for this system.

Commissioner Singleton presented photographs of the tennis court at Wayne Enzor Park, which is in need of repair. After discussion, Commissioner Singleton stated that he would research the issue further and report back to the Commission.

Administrator Mims presented a schedule of Upcoming Bids/Contract Renewals for May – August 2018.

Administrator Mims presented a Service of Process Fee (Sheriff Process Fee) Collection Report for May 2018.

Administrator Mims presented the Revenue Reports for April 2018 from Tax and Audit Department.

Administrator Mims presented the Population Report for April 2018 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for April 2018 for Community Corrections.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk briefed the Commission regarding the calendar and upcoming events.

Ms. Hawk stated that the contract with Vision to design, develop and host the County Website has been signed and she will start working with them this week.

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 Vice Chairman Walker.

The Pledge of Allegiance was led by Commissioner Sankey.

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 Singleton made a motion to approve the Minutes of the Regular Meeting of May 7, 2018. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Donald Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Vice Chairman Walker 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.)

COMMENTS BY ATTENDEES

Mr. Larry Menefee, a resident of Edgewood Neighborhood, introduced himself and presented a petition asking the Commission to request the release by the Equal Justice Initiative of the Montgomery County Memorial for placement at an appropriate site in Montgomery County. He also said he would like for Montgomery County to be the first county in the United States to participate in the process. Chairman Dean thanked Mr. Menefee.

Jenny Roth and Maggie Brooks, volunteers for Girls On The Run, said good morning and introduced members of their coaching staff and student participants in the program. Ms. Roth explained that the program helps girls beginning in 5th grade to gain confidence and to prepare them to cope with various teen and preteen issues, as well as to train for a 5K race. Dr. Sharon Ross, a counselor at Vaughn Road Elementary School, and parent volunteers Lynn Fisher of Dalriada and Seth Johnson Elementary elaborated on the lifelong skills they try to instill in the young girls. Several team members introduced themselves and shared how the Girls On The Run program has impacted their lives and thanked the Commission for their support.

NEW BUSINESS

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION FOR RESURFACING HYUNDAI BOULEVARD (2.759 MILES), PROJECT NO. MCP 51-01-18

Commissioner Singleton made a motion to adopt the Resolution for Resurfacing Hyundai Boulevard (2.759 Miles), Project No. MCP 51-01-18. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Maps, Agenda Pages 1-1 through 1-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION FOR RESURFACING ALABAMA RIVER PARKWAY (1.754 MILES), PROJECT NO. MCP 51-02-18

Commissioner Singleton made a motion to adopt the Resolution for Resurfacing Alabama River Parkway (1.754 Miles), Project No. MCP 51-02-18. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Maps, Agenda Pages 2-1 through 2-4, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED THE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT

Vice Chairman Walker made a motion to approve the Community Oriented Policing Services (COPS). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 3-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH VOLKERT, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RESURFACING VAUGHN FROM SR-271 (TAYLOR ROAD) TO SR-110 (CHANTILLY PARKWAY)

Commissioner Singleton made a motion to approve the Agreement with Volkert, Inc., for Construction Engineering and Inspection (CEI) Services for Resurfacing Vaughn from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway). The motion was seconded by Vice Chairman Walker. Commissioner Sankey abstained from the vote, and the motion carried. (Copies of Memorandum and Agreement, Agenda Pages 4-1 through 4-9, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT FOR INTERSECTION IMPROVEMENT STUDY ON A FEDERAL AID PROJECT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING WARES FERRY ROAD AT DOZIER ROAD AND PIKE ROAD AT MERIWETHER/WALLHATCHIE ROAD, PROJECT # STPAA-5117, MCP 51-85-178, CPMS REF #100067617 AND RELATED RESOLUTION

Commissioner Harris made a motion to approve the Agreement for Intersection Improvement Study on a Federal Aid Project with the Alabama Department of Transportation regarding Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallhatchie Road, Project # STPAA-5117, MCP 51-85-178, CPMS Ref #100067617 and Related Resolution. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Letter, Agreement and Resolution, Agenda Pages 5-1 through 5-9, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED RENEWAL OF LEASE AGREEMENT WITH WILLIAMSON PROPERTIES, LTD., FOR PURCHASE OF CLAY GRAVEL

Commissioner Singleton made a motion to approve the Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Lease Agreement, Agenda Pages 6-1 through 6-5, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED CONTRACT FOR PROFESSIONAL SERVICES WITH DOMINION RESOURCES, LLC, REGARDING THE 2017 TAX SALE

Commissioner Harris made a motion to approve the Contract for Professional Services with Dominion Resources, LLC, regarding the 2017 Tax Sale. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 7-1 through 7-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH ADVANCED DISPOSAL SERVICES ALABAMA, LLC FOR RESIDENTIAL SOLID WASTE AND DISPOSAL SERVICES REGARDING A THIRTY-ONE (31) DAY EXTENSION, BEGINNING JULY 1, 2018 AND ENDING JULY 31, 2018, CONTRACT NUMBER 51100-03B-017

Commissioner Singleton made a motion to approve Amendment Number 3 to Contract with Advanced Disposal Services Alabama, LLC for Residential Solid Waste and Disposal Services regarding a Thirty-One (31) Day Extension, beginning July 1, 2018 and ending July 31, 2018, Contract Number 51100-03B-017. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH SHARP CUT LAWN SERVICE, REGARDING A ONE (1) YEAR EXTENSION, BEGINNING AUGUST 1, 2018 AND ENDING JULY 31, 2019 AND A 5% PRICING INCREASE FOR GROUNDS MAINTENANCE AT MONTGOMERY COUNTY PARKS, CONTRACT NUMBER 51901-16B-024

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Sharp Cut Lawn Service, regarding a One (1) Year Extension, beginning August 1, 2018 and ending July 31, 2019 and a 5% Pricing Increase for Grounds Maintenance at Montgomery County Parks, Contract Number 51901-16B-024. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED COUNTY HEALTHCARE CONTRIBUTION CHANGES

Vice Chairman Walker made a motion to approve the County Healthcare Contribution Changes. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Budget Performance Report, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED CONSTRUCTION AND RELATED FUNDING FOR A FOOT BRIDGE AT RAMER PARK

Commissioner Singleton made a motion to approve the Construction and Related Funding for a Foot Bridge at Ramer Park. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bridge Diagram, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

YOUTH FACILITY – APPROVED PROPOSAL FROM CONSULTING ELECTRICAL ENGINEERS BORDEN, MORRIS, GARNER REGARDING SURGE SUPPRESSION

Commissioner Harris made a motion to approve the Proposal from Consulting Electrical

Engineers Borden, Morris, Garner regarding Surge Suppression. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 12-1 through 12-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ANNUAL MEMBERSHIP DUES FOR 2018 AND VOLUNTARY SUSTAINING FUND CONTRIBUTION IN THE AMOUNT OF \$1,210 TO THE MONTGOMERY AREA BUSINESS COMMITTEE FOR THE ARTS, INC.

Commissioner Harris made a motion to approve the Annual Membership Dues for 2018 and Voluntary Sustaining Fund Contribution in the Amount of \$1,210 to the Montgomery Area Business Committee for the Arts, Inc. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Membership Invoice, Membership Application and Letter, Agenda Pages 13-1 through 13-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to Agencies included in the May 21, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 14-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the May 21, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Harris 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 Updated Spreadsheet, Agenda Page 15-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from Designated Revenue included in the May 21, 2018 Agenda. During the County Commission Meeting this

date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations From Designated Revenue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 16-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BID AWARD TO WIREGRASS CONSTRUCTION COMPANY, INC., REGARDING BITUMINOUS PLANT MIX, BID NUMBER 53000-18B-016

Vice Chairman Walker made a motion to approve the Bid Award to Wiregrass Construction Company, Inc., regarding Bituminous Plant Mix, Bid Number 53000-18B-016. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Bid, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO MID-SOUTH ELECTRIC REGARDING LED CANOPY LIGHTS, BID NUMBER 51901-18B-015

Commissioner Harris made a motion to approve the Bid Award to Mid-South Electric regarding LED Canopy Lights, Bid Number 51901-18B-015. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bid, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO LIBERTY DISPOSAL, INC., REGARDING DUMPSTER RENTAL AND TRASH COLLECTION ITEMS 1–10, 13–16 AND 17A, BID NUMBER 51901-18B-014

Commissioner Harris made a motion to approve the Bid Award to Liberty Disposal, Inc., regarding Dumpster Rental and Trash Collection Items 1–10, 13–16 and 17A, Bid Number 51901-18B-014. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bid Calculation and Bids, Agenda Pages 19-1 through 19-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO HAYNES AMBULANCE REGARDING EMERGENCY MEDICAL TREATMENT & TRANSPORTATION WITH OPTION B NOT TO BE AWARDED, BID NUMBER 52110-18B-002

Commissioner Singleton made a motion to approve the Bid Award to Haynes Ambulance regarding Emergency Medical Treatment & Transportation with Option B not to be awarded, Bid Number 52110-18B-002. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Bid, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 5

Commissioner Singleton made a motion to approve Budget Change Request Number 5, Engineering Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-1, is attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 4

Vice Chairman Walker made a motion to approve Budget Change Request Number 4, Tax and Audit Department. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 22-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer Trainee, Position Number 500419032
2. Corrections Officer Trainee, Position Number 500419033

Commissioner Sankey made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (5)

1. Deputy Sheriff Corporal, Position Number 550429165
2. Deputy Sheriff Trainee, Position Number 550430063
3. Deputy Sheriff Trainee, Position Number 550430162
4. Deputy Sheriff Sergeant, Position Number 550432086
5. Public Safety Communications Dispatcher, Position Number 550483011

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 24-1 through 24-5, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUESTS (2)

1. Building Maintenance Superintendent, Position Number 200765001
2. Assistant Plant Maintenance Manager, Position Number 260768054

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 25-1 and 25-2, are attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. Revenue Examiner, Position Number 810117004

Commissioner Sankey made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 26-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (3)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|---------------------------|
| 1. Engineering Department | Request Number 15 |
| 2. Appraisal Department | Request Numbers 10 and 11 |

Commissioner Singleton made a motion to approve Travel/Training Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 27-1 through 27-3, are attached to these Minutes.)

WAIVE RULES

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

PROBATE JUDGE’S OFFICE – APPROVED OF ALLOCATION OF VOTING MACHINES AND ELECTION OFFICIALS FOR THE 2018 ELECTION CYCLE

Commissioner Harris made a motion to approve the Allocation of Voting Machines and Election Officials for the 2018 Election Cycle. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Analysis and Precinct Tables of Personnel, Agenda Pages 28-1 through 28-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton said good morning to everyone and commended General Services Director Lamar Allen and his crew for the tremendous work they have done to clean the South Montgomery property for summer activities. He also commended Sheriff Cunningham and his employees for the national recognition they have earned in recent years, including this year’s National Sheriff’s Association Chaplin of the Year Award to Corporal Steve Smith. Commissioner Singleton thanked Bishop Sawyer for his continuing efforts to resolve safety issues at the intersection of Pike Road and Highway 80. Commissioner Singleton also asked everyone to pray for Chairman Dean’s wife, who suffered a stroke Sunday night, and to pray for the entire Dean family at this difficult time.

Commissioner Sankey said good morning to everyone and commended the Girls On The Run participants, coaches and volunteers.

Vice Chairman Walker said good morning and said she would like to acknowledge the passing of Chairman of the Board of Registrars George Noblin. She said she and Mr. Noblin attended the same church and that he was a really nice guy. Vice Chairman Walker asked everyone to remember the Noblin family in prayer.

Chairman Dean said good evening and asked General Services Director Lamar Allen to explain the position fill requests approved for Support Services. Mr. Allen explained that two employees retired and the new employees would replace those retirees. Chairman Dean stated the usual process for filling a position is that the Commission reviews the position request before it is placed on the Agenda. Deputy Administrator Cauthen clarified that the requests are to fill budgeted vacancies, which go straight to the Agenda. She said that requests for unbudgeted vacancies or new positions must be approved by the Commission prior to being placed on the Agenda.

Chairman Dean made other closing remarks and said that he welcomed everyone's prayers for his wife.

Commissioner Harris said good morning and said that his thoughts and prayers are with Chairman Dean and his family. He went to say that he appreciated the Girls On The Run group sharing with the Commission what their group is actually doing and the impact it is having in the young ladies' lives. Commissioner Harris said he enjoys helping organizations that really impact the quality of life for others because that is what important. He thanked everyone for attending the meeting.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on May 21, 2018, at 10:07 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

5-21-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-4-18

Check Number	To	Check Number
277517		277568
Total Checks Paid		\$309,673.20

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

AGENDA

MAY 21 2018

5-21-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-4-18

Check Number	To	Check Number
277569		277641
Total Checks Paid		\$213,781.80

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 5-11-18

Check Number	To	Check Number
277642		277698
Total Checks Paid		\$192,191.31

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

5-21-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-11-18

Check Number	To	Check Number
277699		277821
Total Checks Paid		\$854,557.91

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
5/11/18

Payroll Check Number	130033	To	Payroll Check Number	130088	\$	43,465.89
Direct Deposits					\$	874,491.80
Payroll Check Number	130089	To	Payroll Check Number	130109	\$	255,313.04
Direct Deposits					\$	403,193.52
Federal Deposits					\$	303,663.67
Total Payroll Paid					\$	1,880,127.92

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
Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
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ENGINEERING DEPARTMENT

April 11, 2018

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake *George C. Speake*
County Engineer *4/17/18*

SUBJECT: Approval of Resolution for Project No. MCP 51-01-18
Resurfacing Hyundai Boulevard (2.759 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-01-18 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-01-18

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurface and Traffic Stripe Hyundai Boulevard (CR-42) from US Highway 31 east 2.759 miles to US Highway 331.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2018.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

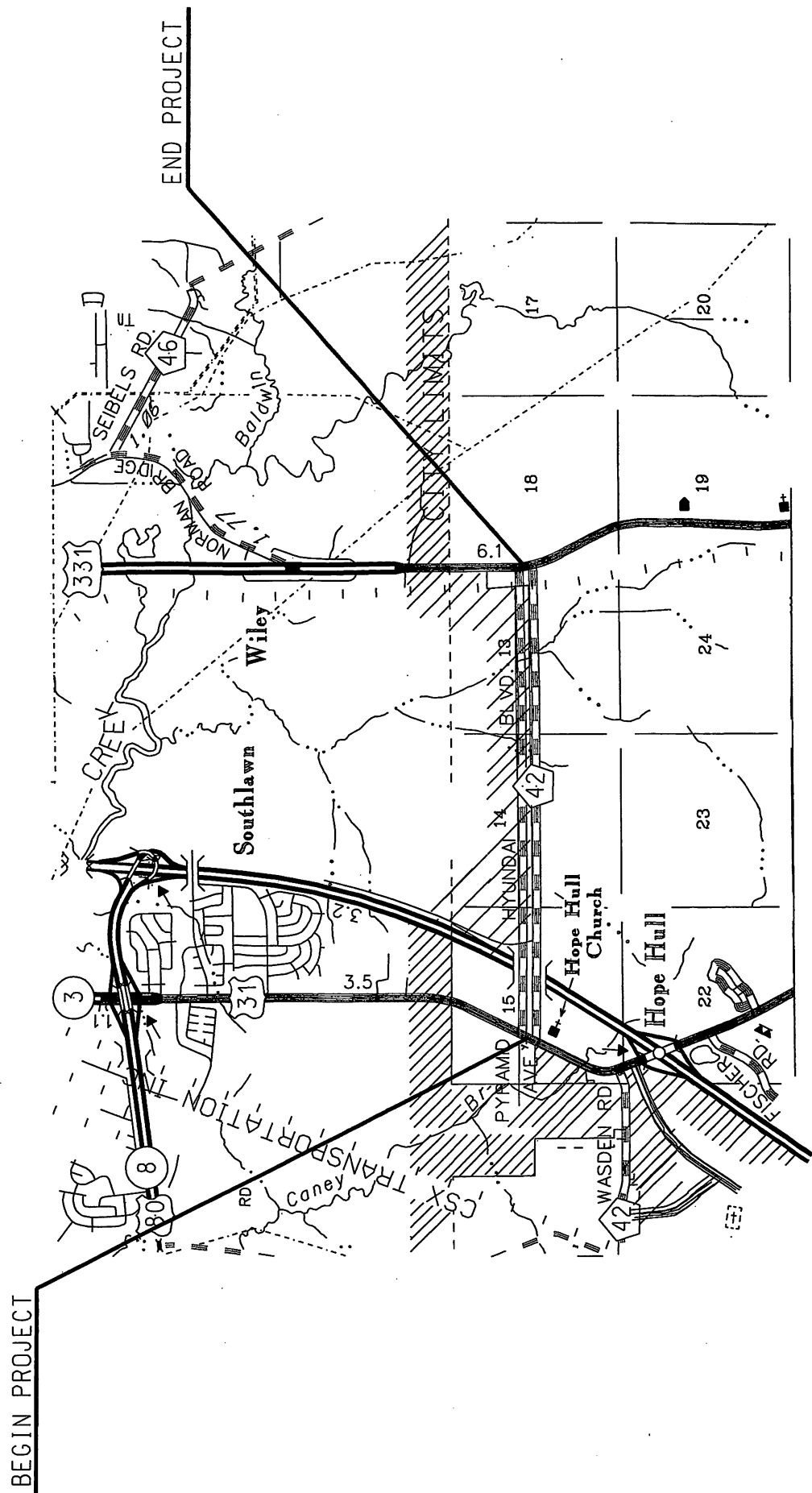
Ronda M. Walker, Vice Chairman

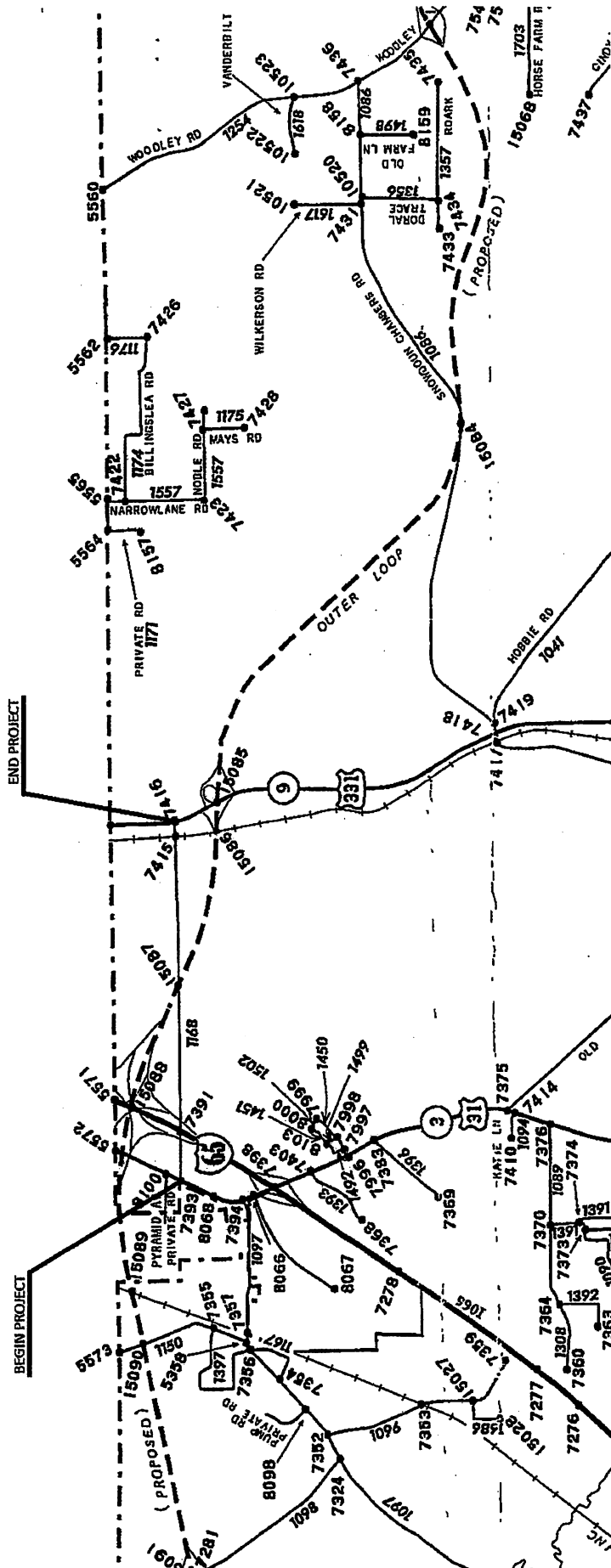
Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

PLANE, LEVEL AND RESURFACE HYUNDAI BOULEVARD
FROM U.S. HIGHWAY 31 EAST 2.759 MILES TO U.S.
HIGHWAY 331.





ELTON N DEAN, SR.
Chairman
Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



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

ENGINEERING DEPARTMENT

April 11, 2018

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake *George C. Speake*
County Engineer *4/17/2018*

SUBJECT: Approval of Resolution for Project No. MCP 51-02-18
Resurfacing Alabama River Parkway (1.754 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-02-18 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-02-18

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurface and Traffic Stripe Alabama River Parkway (CR-2120) from the intersection of Jackson Ferry Road east 1.754 miles to the Montgomery City Limits.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2018.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

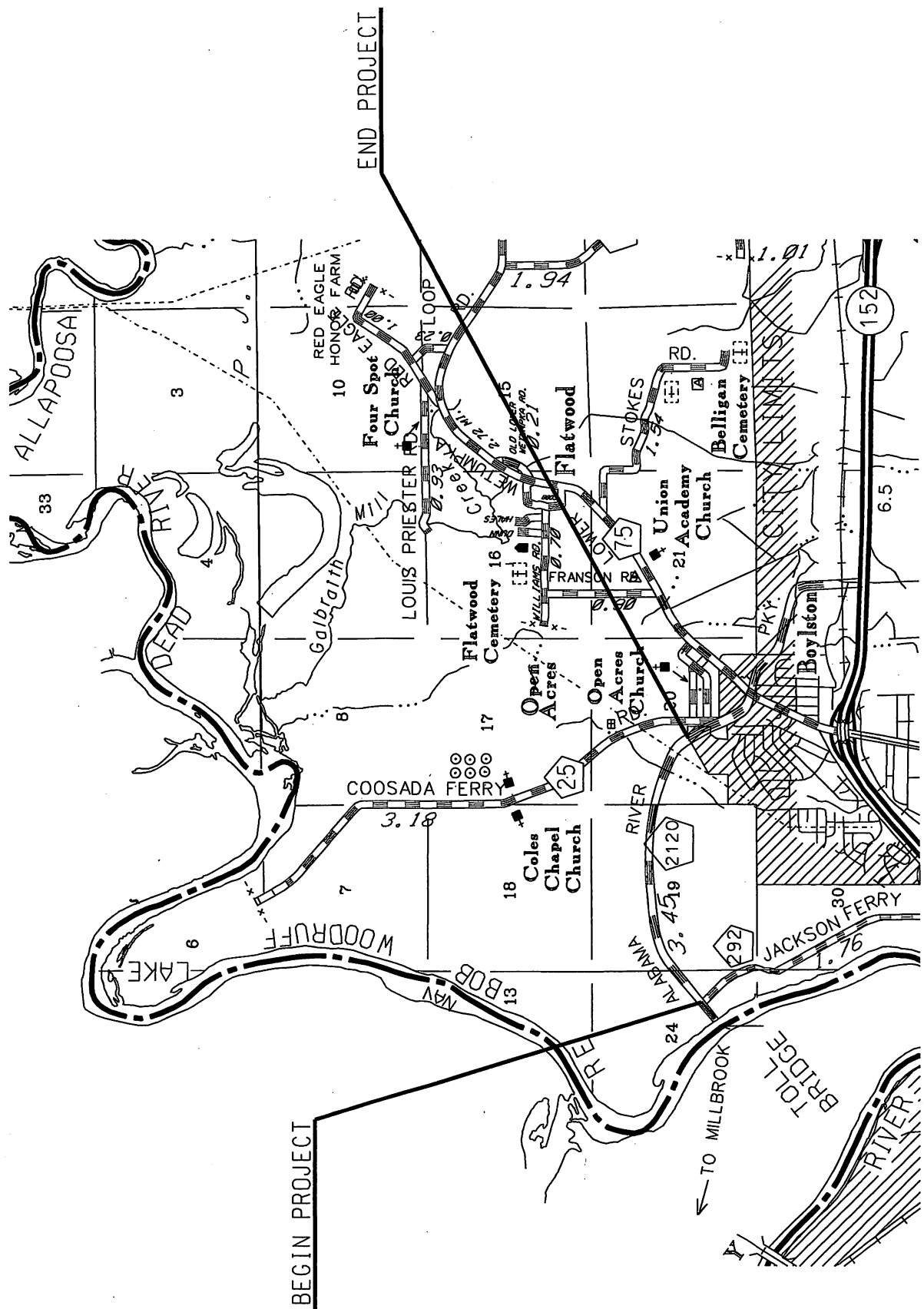
Ronda M. Walker, Vice Chairman

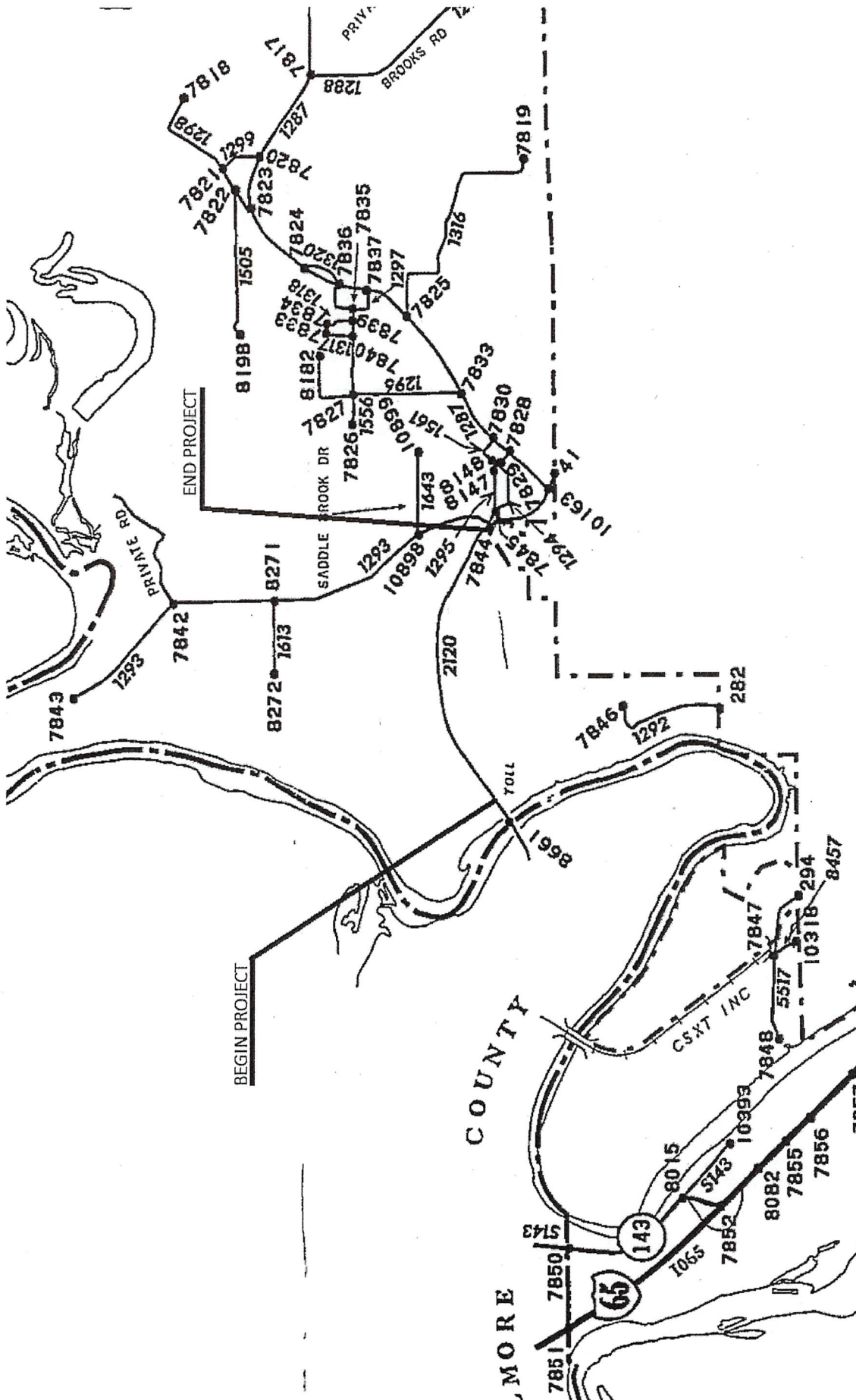
Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

LEVEL AND RESURFACE ALABAMA RIVER PARKWAY
FROM THE INTERSECTION OF JACKSON FERRY ROAD
EAST 1.754 MILES TO THE MONTGOMERY CITY
LIMITS.







DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

MAY 21 2018

Kevin J. Murphy
CHIEF DEPUTY

Colonel WanDa J. Robinson
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager, Montgomery County Sheriff's Office *R.W.*

Subject: Approval to pursue Community Oriented Policing Services (COPS) Grant

Date: May 16, 2018

We are requesting this item be added to the agenda of the May 21, 2018 meeting of the Montgomery County Commission. The Community Oriented Policing Services (COPS) Grant. This is a twenty-four-month grant and there is no local match required for this solicitation. Community Policing Development (CPD) funds are used to advance the practice of community policing in law enforcement agencies through training and technical assistance, the development of innovative community policing strategies, and best practices.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MontgoMerySheriff.CoM

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

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

April 23, 2018

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
4/23/2018

SUBJECT: Approval of Agreement for
Construction Engineering and Inspection (CEI) Services for
Resurfacing Vaughn from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the nearest possible Montgomery County Commission meeting the approval of attached agreement, between Volkert, Inc. and the Montgomery County Commission for Construction Engineering and Inspection Services (CEI) required for subject Vaughn Road resurfacing project. The funding for this work is 80% MPO Federal Funds and 20% County matching funds. The required matching funds are included in County Engineering's current FY 2018 budget.

If approved, please have two copies with original signatures executed and returned 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

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018 by and between **Montgomery County**, hereinafter referred to as the Owner, and **Volkert, Inc.**, hereinafter referred to as the Consultant; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The Consultant shall perform certain professional construction engineering and inspection services related to the Montgomery County Project STPMN-ACAA59590-ATRP(011) for the resurfacing on Vaughn Road (CR 626) from Taylor Road (SR 271) to Chantilly Parkway (SR 110) in Montgomery County, Alabama, in accordance with Article I, Scope of Work, of the agreement between the Consultant and the State dated April 10, 2017 (attached as Exhibit "A").

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.

- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.
- D. Inspection of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The Consultant agrees to provide professional services for all services included in Article I - Scope of Services and the City agrees to pay the Consultant as compensation for its services in accordance with Article III, Payment, of the attached agreement (Exhibit "A") between the Consultant and the State. The maximum fee payable under this agreement is **three hundred seven thousand twenty dollars and 00 cents (\$307,020.00)**, which is based on a construction duration of one hundred ten (110) working days. If the construction duration exceeds one hundred ten (110) working days, the fee will be increased by supplemental agreement.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. The OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined in Attachment 1 of Exhibit "A" attached.
- E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: *Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042*

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to

the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this agreement.
- D. Indemnification: To the fullest extent permitted by law, and up to the limits of the exclusivity of remedies provision, *supra*, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder. In any matters involving allegations of negligent performance of professional services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.

- E. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

TYPE OF COVERAGE	LIMITS
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

- F. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination.

- G. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of **18 months** from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

- H. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.
 3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- I. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation.
- J. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which

may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.

- K. Standard of Care: CONSULTANT shall perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- L. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- M. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be

governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

This agreement shall comply with the terms and conditions of the Alabama Department of Transportation statewide CE&I Contract and applicable portions thereof. The terms and conditions of CE&I Contract are hereby made a part of this agreement by reference

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

County Administrator

Title

Elton N. Dean, Sr., Chairman, Montgomery Co. Commission

Title

Federal Employer

ID # (Corporation): _____

Social Security #

(Individual): _____

ATTEST:

Cornelia Sanders Project Manager

Michael Harper Sr. Vice President

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

ENGINEERING DEPARTMENT

AGENDA

MAY 21 2018

May 2, 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
5/2/2018

SUBJECT: Approval of Agreement for
Intersection Improvement Study for
Wares Ferry Road at Dozier Road and
Pike Road at Meriwether/Wallahatchie Road
Project# STPAA-5117(), MCP 51-85-178, CPMS Ref #100067617

Please place on the agenda of the nearest possible Montgomery County Commission meeting the approval of attached agreement, between the Alabama Department of Transportation (ALDOT) and the Montgomery County Commission for an intersection improvement study for Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road, Project# STPAA-5117(), MCP 51-85-178, CPMS Ref #100067617. The funding for this work is 80% MPO Federal Funds and 20% County matching funds. The required matching funds are included in County Engineering's current FY 2018 budget.

If approved, please have two copies with original signatures executed and returned 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

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



John R. Cooper
Transportation Director

April 30, 2018

Mr. George Speakes, P.E.
Montgomery County Engineer
P. O. Box 1667
Montgomery, Alabama 36102-1667

RE: **Project No. STPAA-5117()**
CPMS No. 100067617
Intersection improvement study for Wares Ferry Rd at Dozier Rd and Pike
Rd at Meriwether/Wallahatchie Rd
Montgomery County

Dear Sir:

Enclosed is the original agreement, and copy, between the State and the City of Montgomery, which provides for the Intersection Improvement Study of the above referenced project.

After execution by you, please return the agreement, and the copy, with original signatures to this office for further handling. A certified resolution, affixed with the County seal which authorizes the Chairman of the county commission to sign the agreements, should be included with the agreement, and with the copy. Also the County seal should be affixed to both agreements.

Please call Mr. Brent Jones at (334)353-6887 if you have any questions.

Sincerely,

By: David Bollie BY RBC
David B. Bollie, P. E.
Montgomery Area Local Transportation Engineer

DBB/RBJ/rbj

c: Mr. D. E. Phillips, Jr., P. E. – Local Transportation Engineer
Mr. Clay McBrien, P. E. – State Office Engineer
File

**AGREEMENT FOR
INTERSECTION IMPROVEMENT STUDY
ON A FEDERAL AID 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 63-6001651, hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the intersection improvement study for: Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road Project# STPAA-5117 (), MCP 51-85-17S, CPMS Ref #100067617.

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

- (1) This agreement will cover only the intersection improvement study aspect for the proposed improvements in accordance with plans approved by the STATE.
- (2) The intersection improvement study phase is hereby defined as that work necessary to advance the development of the project such that an environmental Finding of No Significant Impact (FONSI) report is submitted and approved by the FHWA for the intersection improvement location selected. This will include all documentation and environmental studies required by the FHWA. The COUNTY will perform all intersection improvement study work with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost.
- (3) The preliminary engineering work required to develop a set of final construction plans will be addressed in a separate agreement and is not a part of the cost for this agreement.
- (4) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.
- (5) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

- (6) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. The project will be limited to \$40,000.00 Federal MPO Funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal MPO Funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in intersection improvement study costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

Federal MPO Funds (Montgomery Area Dedicated)	\$ 40,000.00
County Funds	<u>\$ 10,000.00</u>
Total	\$ 50,000.00

- It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.
- (7) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (8) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.
- (9) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (10) The COUNTY will submit reimbursable invoices for 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.
- (11) 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.
- (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) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- (14) 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).
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all 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 officers, officials, agents, servants, and employees.

- (16) 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.
- (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) 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.
- (20) Exhibits M and N are attached and hereby made a part of this agreement.
- (21) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto 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

Type Name of Clerk

Type Name of Chairman

RECOMMENDED:

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

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

Chief Engineer
Don T. Arkle, P.E.

This agreement has been legally reviewed
and approved as to form and content:

William F. Patty, Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON

THE DAY OF , 20 .

GOVERNOR OF ALABAMA
KAY IVEY

RESOLUTION NUMBER _____

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

The intersection improvements study: Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road Project# STPAA-5117 (), MCP 51-85-17S, CPMS Ref #100067617.

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

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

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

ATTESTED:

County Clerk

Chairman, County Commission

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

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

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

_____ day of _____, 20_____.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

ELTON N. DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

ENGINEERING DEPARTMENT

AGENDA

MAY 21 2018

April 27, 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
4/27/2018

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the nearest possible regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increases 2.4 %.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. There is no increase in the \$2,000 lump sum payment to cover an increase in property taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

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

GCS/gcs

Attachments

cc: File

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2018 to May 31, 2019@ \$1.28

In addition, LESSEE agrees to pay LESSOR the sum of \$2,000.00 prior to November 30, 2018 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a result of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to its termination.

This Agreement shall expire on May 31, 2019; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2019 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2018, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by

reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination. LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement within sixty (60) days of the notice of termination by either party.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

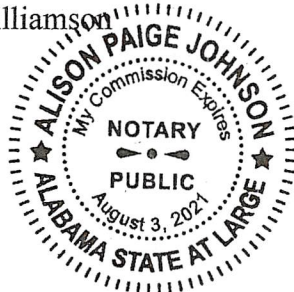
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson

Williamson Properties, Ltd.

By: Polly G. Williamson



WITNESS:

George C. Speake

NOTARY PUBLIC:

Alison Paige Johnson

DATE: 04-25-2018

COMMISSION EXPIRES: 08-03-2021

LESSEE:

Elton N. Dean, Sr.

For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____

COMMISSION EXPIRES: _____

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



AGENDA

MAY 21 2018

April 11, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner

MTGY CO. COMMISSIO
APR 17'18 AM 10:42

CC: Donnie Mims, County Administrator

RE: CONTRACT APPROVAL – 2017 TY TAX SALE

Attached please find the proposed contract for professional services for Gary Boyd of Dominion Resources LLC to provide the following services (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The contract has been included in the approved 2018 FY budget.

The contract is capped at \$3,700 or \$3.70 per parcel in the tax sale. However, travel reimbursement will not be affected by the cap but will be subject to the limitations contained in the contract.

As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

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

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

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

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

7-1

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Resources LLC**, for professional services to be rendered by Dominion Resources LLC for the event of the 2017 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 6, 2018.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Resources LLC for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.70 per parcel for each parcel offered at the tax sale. Fees will not be less than \$2,590.00 (equivalent to 700 parcels) or greater than \$3,700.00 (equivalent to 1,000 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,000, fees will be capped at \$3,700.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .545 per mile (current IRS standard) not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$250.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

MEDIATION: 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 Dominion Resources LLC.

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr.
Chairman
Montgomery County Commission

Date

Gary W. Boyd, Sole Member
Dominion Resources LLC

Date

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{MRS}

DATE: April 30, 2018

RE: Contract No. 51100-03B-017
Residential Solid Waste Collection and Disposal Services

Request the attached Amendment No. 3 to be considered for approval on a future agenda.

This will allow for the contract with Advanced Disposal Services Alabama, LLC. to be extended for thirty-one (31) days, beginning July 1, 2018 and ending on July 31, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Donald L. Mims, County Administrator.

Attachment

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

Amendment
To
Contract # 51100-03B-017

Amendment No. 3

Contract with Advanced Disposal Services Alabama, LLC. for Residential Solid Waste and Disposals Services, is hereby extended for thirty-one (31) days, beginning July 1, 2018 and ending July 31, 2018.

All other provisions of the contract remain the same.

WITNESS:

ADVANCED DISPOSAL SERVICES
ALABAMA, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: April 30, 2018

RE: Contract No. 51901-16B-024
Montgomery County Parks Grounds Maintenance

Request the attached Amendment No. 2 to be considered for approval on a future agenda.

This will allow for the contract with Sharpcut Lawn Service to be extended for one (1) year, beginning August 1, 2018 and ending on July 31, 2019.

Sharpcut Lawn Service would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with James Williams, Superintendent of Parks & Recreation.

Attachment

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

**Amendment
To
Contract # 51901-16B-024**

Amendment No. 2

Contract with Sharp Cut Lawn Service for grounds maintenance at Montgomery County Parks, is hereby extended for one (1) year, beginning August 1, 2018 and ending July 31, 2019.

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

All other provisions of the contract remain the same.

WITNESS:

SHARP CUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

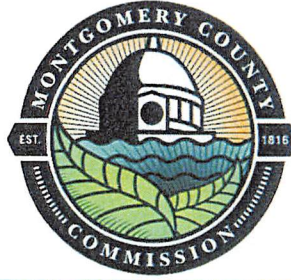
MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

May 11, 2018

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Recommended County Contribution Changes effective 10/1/18

On May 7, 2018 I discussed with the County Commission the healthcare expenses and revenue from October through March. In addition, I recommended a 2% increase to the County contribution from \$733 to \$750 per employee per month (or \$9,000 annually).

I am requesting the County Commission's approval of the recommendations outlined above.

Cc: Florence Cauthen

- A COUNTY OLDER THAN THE STATE -

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



Budget Performance Report

Fiscal Year to Date 03/31/18
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 005 - Employees Health Trust Fund										
REVENUE										
Department 400000 - Non Dept										
47101	Interest on Certificates of Dep	3,000.00	.00	3,000.00	.00	.00	4,050.14	(1,050.14)	135	3,352.67
47810	Employees Insurance Premiums	1,575,000.00	.00	1,575,000.00	126,559.00	.00	771,831.00	803,169.00	49	1,577,028.72
47811	Retiree Insurance Premiums	515,000.00	.00	515,000.00	51,666.00	.00	253,619.50	261,380.50	49	556,050.07
47850	County Portion of Employee Insurance Contributions	6,500,000.00	.00	6,500,000.00	530,955.50	.00	3,245,106.00	3,254,894.00	50	6,365,357.00
47855	County Portion of Retiree Insurance Contributions	3,400,000.00	.00	3,400,000.00	297,348.00	.00	1,766,638.00	1,633,362.00	52	3,427,180.00
47860	Employee Flexible Spending Contr	260,000.00	.00	260,000.00	24,454.46	.00	132,363.76	127,636.24	51	253,854.29
47908	Refunds, Reimbursements & Other	310,000.00	.00	310,000.00	571.00	.00	2,679.00	307,321.00	1	350,804.11
Department 400000 - Non Dept Totals		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,031,553.96	\$0.00	\$6,176,287.40	\$6,386,712.60	49%	\$12,533,626.86
REVENUE TOTALS		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,031,553.96	\$0.00	\$6,176,287.40	\$6,386,712.60	49%	\$12,533,626.86
EXPENSE										
Department 51997 - Employees Health Trust										
141	Employee Benefit Incentive	150,000.00	.00	150,000.00	11,601.00	.00	84,899.00	65,101.00	57	22,276.00
158	Medical and Dental Services	10,980,000.00	.00	10,980,000.00	1,152,440.85	.00	4,660,703.73	6,319,296.27	42	9,887,520.12
182	Professional Services-Amer Behav	120,000.00	.00	120,000.00	5,069.63	.00	42,496.46	77,503.54	35	107,784.96
184	Expanded Psychiatric Service	34,000.00	.00	34,000.00	.00	.00	2,791.66	31,208.34	8	33,499.92
185	Professional Administration Serv	800,000.00	.00	800,000.00	74,466.56	19,451.00	453,612.43	326,936.57	59	883,119.98
244	Electricity	7,000.00	.00	7,000.00	480.01	.00	3,245.15	3,754.85	46	7,254.54
245	Natural Gas	2,000.00	.00	2,000.00	154.53	.00	1,355.41	644.59	68	998.54
246	Water and Sewer	1,000.00	.00	1,000.00	50.50	.00	296.12	703.88	30	781.70
251	Telephone	3,000.00	.00	3,000.00	273.15	.00	1,636.45	1,363.55	55	3,006.12
277	Insurance - Excess Loss	180,000.00	.00	180,000.00	14,375.44	.00	86,804.88	93,195.12	48	176,723.48
301	Flexible Spending Claims	260,000.00	.00	260,000.00	35,895.81	.00	253,154.87	6,845.13	97	268,373.17
304	Contract Services	25,000.00	.00	25,000.00	30.00	.00	7,126.00	17,874.00	29	9,244.00
499	Administration Expense	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	217.80
Department 51997 - Employees Health Trust Totals		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,294,837.48	\$19,451.00	\$5,598,122.16	\$6,945,426.84	45%	\$11,400,800.33
EXPENSE TOTALS		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,294,837.48	\$19,451.00	\$5,598,122.16	\$6,945,426.84	45%	\$11,400,800.33
Fund 005 - Employees Health Trust Fund Totals										
REVENUE TOTALS										
EXPENSE TOTALS										
Grand Totals										
REVENUE TOTALS										
EXPENSE TOTALS										
Grand Totals										

10-2

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

MAY 21 2018

May 17, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Construction of Foot Bridge at Ramer Park

During the November 6, 2017 Commission meeting in Ramer, a request was made regarding the installation of a new foot bridge at the Ramer Park. We have researched the topic and have obtained a cost of \$2,852 for this project.

Attached is the proposed drawing of the bridge, which has been modified to use 2x12 boards instead of 2x10 boards. I am requesting that the Commission approve this project and related funding.

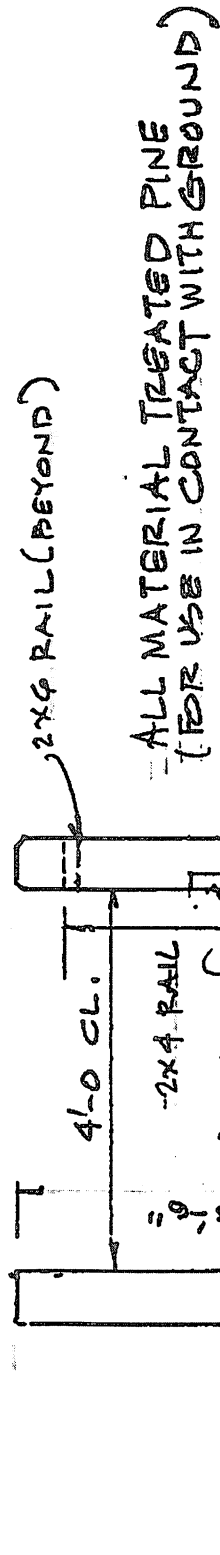
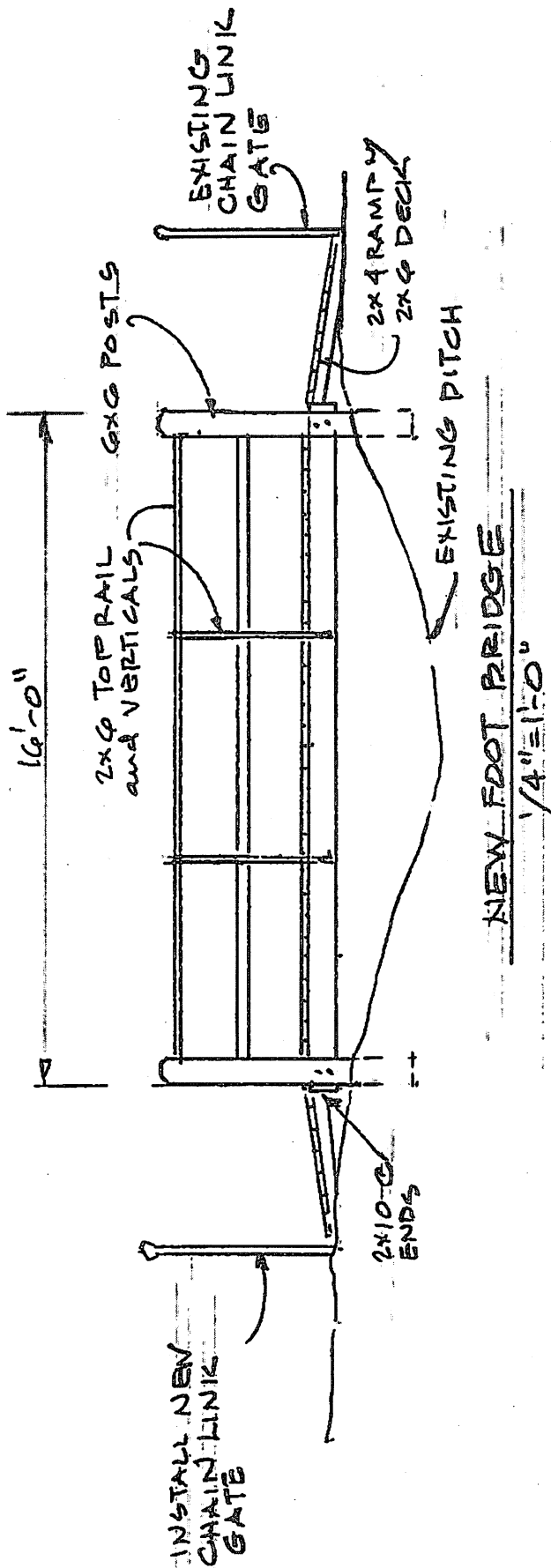
DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

11-1



NEW FOOT BRIDGE RAMER PARK
MIKE MOSELEY DESIGNER
JAN. 12, 2018

MAY 21 2018

May 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Surge Suppression for Montgomery Youth Facility

The Youth Facility has experienced significant power surge issues that impact the locking system and other computer systems which are critical to the safe operation of detention. General Services Director Lamar Allen worked with Don Chancy, Principal Engineer for Marketing-Energy Services at Alabama Power Company, to develop general requirements for a surge suppression system to protect the Youth Facility from future outages.

Attached is a proposal from consulting electrical engineers Borden, Morris, Garner to design a surge suppression system and prepare the construction documents to be bid. I request that the approval of the proposal and related contracts be placed on a future agenda.



903 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
334.269.0329 T 334.269.1559 F
www.bmg-eng.com

January 4, 2018

Mr. Lamar Allen
Director General Services
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36102

**REFERENCE: Provide Surge Suppression for
Montgomery County Youth Facility
Located at 1113 Airbase Blvd Montgomery, AL 36108**

Mr. Allen,

I really appreciate the opportunity I had to meet with you and Ms. Cauthen on December 13, 2017 to discuss this project. I understand from our meeting that you are requesting us to provide a proposal for engineering design services in connection with this work.

BMG SCOPE OF SERVICES:

Existing facility has experienced electrical surges over the last few years that has resulted in loss of equipment or damage. Our proposal is to design the installation of electrical equipment that can help prevent these surges.

Our firm would be retained to handle the basic design services and construction administration portions of the work. We would work closely with you to ensure that the work proceeds according to the approved plans. We propose to furnish the following services in association with the above referenced project:

- Assessment of the existing building conditions
- Design Services/Construction Documents
- Construction Administration Services

D. Stanley Borden, P.E., ELECTRICAL

James H. Morris, P.E., MECHANICAL

D. Morgan Garner, P.E., ELECTRICAL

12-2

BMG SCOPE OF WORK:

Our scope of work will be based on the report done by Mr. Don Chancy, Power Quality Alabama Power Company.

Our proposed service includes the following detailed scope of work:

Assessment

BMG will visit the existing building and survey the existing conditions with the intent to help resolve the electrical surge problems.

Design Services/Construction Documents

BMG will develop schematic plans as required throughout the design process of the project to develop the final construction documents to go out for bid. This would include site visits as required to complete the construction documents.

Construction Administration Services

BMG will review shop drawings/submittals and answer RFIs as required relative to our design. We will also provide inspections as required for the project. Montgomery County will handle the actual bid process, including inviting contractors and opening bids. BMG will assist in this process as needed.

PROFESSIONAL SERVICES FEE:

Basic Services

Basic Services includes Design Services and Construction Administration Services.

Estimated electrical construction cost - \$35,000 to \$80,000.

Proposed Fee – Fixed amount of \$7500 or 12% of construction cost, whichever amount is greater.

Additional Services

Additional services will be either negotiated prior to the work or completed on an hourly basis. The following is our hourly rates.

Principal Engineer	\$165.00/hr	Project Manager	\$105.00/hr
Drafter	\$75.00/hr	Clerical	\$60.00/hr

REIMBURSABLE EXPENSES:

Expenses directly related to the project will be reimbursed by the Owner, in addition to all other compensation, and will be invoiced to the Owner with a not to exceed 15% administrative markup. Normal reimbursable expenses include cost associated with the cost of reproduction for final construction documents for the Owner and

Contractors, communication (postage, delivery, and handling of documents) and Building Commission fees.

SCHEDULE:

The BMG team is prepared to begin these services as soon as our contract is executed. We estimate approximately 60 days to complete design documents.

If this proposal meets with your approval, please signify by adding your signature below. We look forward to assisting you with this project. If you have any questions or need further clarification, please do not hesitate to give me a call.

Sincerely,



D. Stanley Borden, P.E.
Principal

Approved by:

Mr. Lamar Allen
Director General Services
Montgomery County Commission

Copy to: Florence Cauthen

P.O. Box 5177
Montgomery, AL 36103-5177

Date	Invoice #
4/4/2018	1873

Phone #	Fax #	E-mail
334-263-2224	1-334-887-5706	mabca2@yahoo.com

AGENDA

MAY 21 2018

To
Montgomery County Commission Commissioner Elton Dean 100 S. Lawrence Montgomery, AL 36104

Terms	Due Date
Upon receipt	4/4/2018

[illegible]

Membership dues and contributions to the Sustaining Fund are tax-deductible since the MABCA is a not-for-profit organization with 501(c)(3) status. MABCA's Tax ID # 63-0792803. Questions may be addressed to MABCA Executive Director, Ashley Ledbetter, by calling 334-263-2224 or via email at mabca2@yahoo.com

Total	\$1,210.00
Balance Due	\$1,210.00

May 21, 2018 - Minutes of Regular Meeting
Montgomery County Commission

13-1

2018 MABCA MEMBERSHIP APPLICATION

Please amend/correct your information below and return with your payment

COMPANY: Montgomery County Commission

CONTACT: Chairman Elton Dean

ADDRESS: 101 South Lawrence St

CITY, STATE, ZIP: Montgomery, AL 36104

PHONE:

FAX:

EMAIL:

AMOUNT ENCLOSED: _____

GUIDELINES FOR LEVELS OF SUPPORT

	Total Employees
Category V \$2,000	Over 250
Category IV \$1,100	101-250
Category III \$ 825	51-100
Category II \$ 600	11 to 50
Category I \$ 300	10 or fewer
Individual \$150	Individuals

Membership dues are figured at the discretion of each participating business and are tax-deductible since the MABCA is a not-for-profit organization with 501(c)(3) status.

Please make checks payable to: The Montgomery Area Business Committee for the Arts (MABCA) and mail to: MABCA/ P.O. Box 5177/ Montgomery, AL 36103-5177 (334)263-2224 office; (334) 887-5706 fax;



April 3, 2018

Montgomery County Commission
Chairman Elton Dean
101 South Lawrence St
Montgomery, AL 36104

MTGY CO. COMMISSION
APR 9 '18 AM 9:48

Dear Chairman Dean:

With support from members like you, the Montgomery Area Business Committee for the Arts (MABCA) continues to play a leading role in developing and promoting business support of and participation in the arts. As you know, involvement with the arts brings a direct benefit to business. The MABCA works to foster the relationship between business and the arts through its network and programs. A modest investment from each member creates a collective effort of significant impact. What one company could not achieve alone, the MABCA is able to accomplish on behalf of many.

Your past support has contributed greatly to the success of this organization. Your **renewal this year is essential** as we continue to build the partnerships between business and the arts. Your membership level is based upon the number of your employees in the River Region and dues are billed annually now due in April for all member companies. We hope you will take a moment to review the enclosed Membership Dues Structure and renew Montgomery County Commission as a member of the MABCA. In addition to our Annual Awards Luncheon, we will hold our members-only cocktail reception the evening before the luncheon and are involved with several significant art projects and collaborations through out The River Region. This past year, the MABCA has been working very hard with the Public Art Commission and is excited about the upcoming significant mural and sculpture projects, including a joint venture with the City of Montgomery, the State of Alabama and Montgomery County Commission creating a life-size sculpture of Dr. Martin Luther King, Jr. We are also in the planning stages of an event for the business community to foster River Region *PAR*tnerships and always offer our *Art at Work* program to any members as a consulting service free of charge. The economic impact study is going to be started later this year with Auburn University Montgomery's economic department- your efforts through MABCA are making a tremendous impact in the River Region!

We hope you will join us for our **32nd Anniversary of our Business in the Arts Awards Luncheon** that will be held in the fall. Please feel free to call me at 334-220-7604 should you have any questions. On behalf of the MABCA Board of Directors, we look forward to receiving your positive response.

Sincerely,

Ashley D. Ledbetter
Executive Director

BOARD OF DIRECTORS: Albert A. Allenback || Brad Armagost || G. Carlton Barker || Ronald C. Brown || Robert Burns || William D. Coleman || Gene C. Crane
A. Bruce Crawford || R. Guy Davis, Jr. || J. Tyler Fondren || John H. Foshee || Rusty Gregory || Barrie H. Harmon, III || Mike Hart || Lance Hunter || Pete Knight, Jr.
John W. "Billy" Livings || Sam Munnerlyn || Bruce Reid || Joe B. Riley || Sheron J. Rose || Leslie Sanders || William B. Sellers || Bolling P. Starke, III || Mayor Todd Strange || Jimmy Stubbs
Russell Tyner || Bob Vardaman || William E. Wallace || J. Cameron West || George R. Wilder || W. Alan Worrell
FOUNDER: Wynton M. Blount (1921-2002)
DIRECTOR EMERITUS: Robert S. Weil, Sr. (1919-2016)
EX-OFFICIO: || Mayor Bill Gillespie || Al Head || Mayor R. Allen Kelley || Jim L. Ridling || Mayor Jerry Willis
EXECUTIVE DIRECTOR: Ashley DuBose Ledbetter

MAY 21 2018

Small 2 Min 5/21/18

MAY 21 2018

15-1

AGENDA

MAY 21 2018

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 5/21/18 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			227,016	99,720	128,500	106,000	65,000	150,000	148,500	924,736
DR-C-2018-46	Montgomery YMCA	Operational Expenses for Cleveland Ave. YMCA Branch			10,000					10,000
DR-C-2018-47	Montgomery Museum of Fine Arts Association	Military Open House			2,500					2,500
DR-C-2018-48	The Samaritan Counseling Center, Inc.	Youth and Family Initiatives using Mental Health Services	20,000							20,000
DR-C-2018-49	Cancer Wellness Foundation of Central Alabama	Social Services Program	5,000							5,000
DR-NC-2018-10	City of Montgomery, BONDS	Mount Meigs Homeowners Association				1,500				1,500
DR-NC-2018-11	Montgomery County Parks and Recreation Department	Ramer Park Foot Bridge	2,852							2,852
DR-NC-2018-12	Montgomery County Association of Volunteer Fire Departments	Emergency Reporting Fire Package		15,163						15,163
		Total Appropriations 5/21/18	27,852	15,163	12,500	1,500	0	0	0	57,015
		APPROPRIATED BUDGET BALANCE	199,164	84,557	116,000	104,500	65,000	150,000	148,500	867,721
	County Administrator	Date								

Donnell L. Morris 5/21/18

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 2, 2018

RE: Invitation to Bid No. 53000-18B-016
Bituminous Plant Mix

Request that approval of award on the above referenced Invitation to Bid to the low bid of Wiregrass Construction Company, Inc., in the amount of \$252.00, based on unit pricing be placed on a future agenda. (Copy of spreadsheet attached.)

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

Coordination of award made with George Speake, County Engineer.

Attachment

May 21, 2018 - Minutes of Regular Meeting
Montgomery County Commission

[illegible]

Notes:

17-2

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: May 1, 2018

RE: Invitation to Bid No. 51901-18B-015
LED Canopy Lights

Request that approval of award on the above referenced Invitation to Bid to the low bid of Mid-South Electric in the amount of \$8,325.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Lamar Allen, General Services Director and 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: 51901-18B-015				Mid-South Electric		Garner Electric, Inc.							
DATE ISSUED: April 10, 2018				Attn: Michael Archer		Attn: Harris Garner							
				6006 Troy Highway		P.O. Box 1225							
DATE OPENED: April 30, 2018				Montgomery, AL 36116		Millbrook, AL 36054							
SUPPORT SERVICES				(334)286-9675		(334)285-0101							
				Is Company Minority Owned		Is Company Minority Owned							
				X Yes No		Yes X No							
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	LED Canopy Lights	Job	1	\$8,325.00	\$8,325.00	\$14,500.00	\$14,500.00						
	Installation and Removal												
	of Existing Lights at												
	Montgomery County												
	Sheriff's Office												
	Warehouse												
TOTAL BID AMOUNTS					\$8,325.00		\$14,500.00						

Notes: 15 Bids Mailed

18-2

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: April 24, 2018

RE: Invitation to Bid No. 51901-18B-014
Dumpster Rental and Trash Collection

Request that approval of award on the above referenced Invitation to Bid to the low bid of Liberty Disposal, Inc., for items 1-10, 13-16 and 17A for the amount of \$61,080.00, based on unit pricing be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

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

Attachment

5% Local Bid Preference Calculation

Lowest Bid:

<u>Liberty Disposal, Inc.</u>	\$61,080.00
-------------------------------	-------------

5% Local Preference	<u>3,054.00</u>
----------------------------	------------------------

Maximum Awardable Amount	\$64,134.00
---------------------------------	--------------------

Montgomery County Vendor Bid:

<u>Waste Away Group dba Waste Management</u>	\$92,240.96
--	-------------

Award of bid:

<u>Liberty Disposal, Inc.</u>	<u>\$61,080.00</u>
-------------------------------	---------------------------

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 29 Bids Emailed												
INVITATION TO BID NO: 51901-18B-014												
DATE ISSUED: 3/19/2018												
DATE OPENED: 4/9/2018												
REQUESTING DEPARTMENT: Montgomery County Commission												
TERMS OF PAYMENT / DISCOUNT:												
DELIVERY DATE:												
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	BID # 1	BID # 2	BID # 3	BID # 4	BID # 5
1	Annex I: 132 Adams Ave Size: 8 CY; Pick-up 5 Days Per Week	1	12	\$ 300.00	\$ 3,600.00	\$ 450.00	\$ 5,400.00	Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Alaron Hubbard 334-202-0880 Minority Business Owned X Yes No	Waste Away Group dba Waste Management 2810 Day St. Rd. Montgomery, AL 36108 Attn: Dana Sides 334-748-8896 Minority Business Owned Yes X No	JB Waste Connection No Bid Minority Business Owned Yes X No		
2	Annex II: 125 Washington Ave. Size: 4 CY; Pickup: 2 Days Per Week		1	12	\$ 125.00	\$ 1,500.00	\$ 1,680.00					
3	Youth Facility: 1111 Air Base Blvd. Size: 8 CY; Pick-up 3 Days Per Week		1	12	\$ 200.00	\$ 2,400.00	\$ 3,240.00					
4	Davis Treatment Center: 1111 Air Base Blvd. Size: 8 CY; Pick-up 3 Days Per Week.		1	12	\$ 200.00	\$ 2,400.00	\$ 3,240.00					
5	Montgomery County Jail: 225 S. McDonough Size: (2) 8CY; Pick-up 1 Day Per Week		2	12	\$ 95.00	\$ 1,140.00	\$ 1,080.00					
6	Probate/Revenue East: 5449 Atlanta Hwy Size: 4 CY ; Pick-up 1 Day Per Week		1	12	\$ 75.00	\$ 900.00	\$ 840.00					
7	Probate/Revenue West: 3075 Mobile Hwy. Size: 4 CY; Pick-up 1 Day Per Week		1	12	\$ 75.00	\$ 900.00	\$ 840.00					
8	Probate/Revenue South: 3425 McGhee Rd Size: 4 CY; Pick-up 1 Day Per Week		1	12	\$ 75.00	\$ 900.00	\$ 840.00					
9	Sheriff Office Firing Range: 6900 Janet Warner Rd Size: 8 CY; Pick-up 1 Day Per Week		1	12	\$ 110.00	\$ 1,320.00	\$ 1,080.00					

Notes:

Waste Management does not carry cart containers: Item 11 & 12
vendor will provide 2 CY dumpsters; Pick- Up every other week

19.3

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
INVITATION TO BID NO: 51901-18B-014													
DATE ISSUED: 3/19/2018													
DATE OPENED: 4/9/2018													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
10	AL. Cooperative Extension Service: 5340 Atlanta Hwy Size: 2 CY; Pick-up 1 Day per week	1	12	\$ 75.00	\$ 900.00	\$ 60.00	\$ 720.00						
11	Flatwood Community Center: 360 Williams Dr. 90 Gallon Roll-out Container; Pick-up 1 Day Per Week	1	12										
12	K-9 Unit: 129 K-9 Way .50 yard Residential Trash Container; Pick- up 1 day Per Week	1	12										
13	Engineering Shop: 1800 Terminal Rd. Size: 8 CY; Pick-up 1 Day Per Week	1	12	\$ 95.00	\$ 1,140.00	\$ 90.00	\$ 1,080.00						
14	Pike Rd Maintenance Camp Size: 8 CY; Pick-up 1 Day Per Week	1	12	\$ 95.00	\$ 1,140.00	\$ 90.00	\$ 1,080.00						
15	Ramer Maintenance Camp Open Top Size: 20 CY Pick- up when requested												
	Haul Charge	1	24	\$150.00	\$ 3,600.00	\$250.00	\$ 6,000.00						
	Landfill cost per Ton	1	24	\$40.00	\$ 960.00	\$48.64	\$ 1,167.36						
16	Court House, 251 South Lawrence Street 20 CY Double End Pick-up Self Contained; Every Other week												
	Haul Charge	1	52	\$100.00	\$ 5,200.00	\$250.00	\$ 13,000.00						
	Landfill cost per Ton	1	67	\$40.00	\$ 2,680.00	\$48.64	\$3,258.88						

Notes:

19-4

19-5

Notes:

AGENDA

MAY 21 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: May 1, 2018

RE: Invitation to Bid No. 52110-18B-002
Emergency Medical Treatment & Transportation

Request that approval of award on the above referenced Invitation to Bid to the only bid of Haynes Ambulance of Alabama, Inc., in the amount of \$1,011,400.00, be placed on a future agenda. (Copy of spread sheet attached.)

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

Coordination of award made with Donald Mims, County Administrator.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:															
INVITATION TO BID NO: 52110-18B-002															
DATE ISSUED: April 11, 2018															
DATE OPENED: April 30, 2018															
Inmate Security															
TERMS OF PAYMENT / DISCOUNT:															
				BID # 1				BID # 2		BID # 3		BID # 4		BID # 5	
Haynes Ambulance P. O. Box 1515 Wetumpka, AL 36092 Attn: Kirk Barrett (334) 265-1208 Is Company Minority Business Owned Yes X No															
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	UNIT PRICE	EXTENDED AMOUNT
1	Advance Life Support: Non- Emergency	YR	3	\$600.00	\$1,800.00										
2	Advanced Life Support: Emergency	YR	960	\$700.00	\$672,000										
3	Basic Life Support: Non-Emergency	YR	22	\$450.00	\$9,900.00										
4	Basic Life Support: Emergency	YR	250	\$550.00	\$137,500.00										
5	Advance Life Support 2 : Emergency	YR	12	\$850.00	\$10,200.00										
6	Billable Mileage Rate Fee	YR	15000	\$12.00	\$180,000.00										
	Total of items 1-6				\$1,011,400.00										
	Options														
	One 24-hour ALS, 100% dedicated ambulance at:														
A.	Snowdoun Volunteer Fire Department	YR													
	South Montgomery County Volunteer Fire Department														
	Station #4 on Mt. Zion Road- Davis Cross Roads														
B	Pike Rd. Volunteer Fire Dept. Station #1 at 3427														
	Wallahatchie Rd., w/ option to add two or more locations														
	as needed, at the same annual cost	YR		\$325,000.00	\$325,000.00										
	One 24-hour ALS, non-dedicated ambulance answering														
	Pike Road and East side of Montgomery	YR													
	TOTAL BID AMOUNTS														

Notes:

20-2

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 5

AGENDA

MAY 21 2018

DEPARTMENT: Engineering REQUESTED BY: George Speake 5/15/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/15/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53199.212	47,503	(3,000)	44,503
Office Supplies/Minor Equipment	111-53600.211	5,200	3,000	8,200
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 52,703	\$ 0	\$ 52,703

JUSTIFICATION: To realign budget for Office Supplies and Minor Equipment purchases.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 4

AGENDA

MAY 21 2018

DEPARTMENT: Tax & Audit REQUESTED BY: Terri Henderson 05/16/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/16/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Equipment/furniture purchases-under capital threshold	001-51800-400	2,000	2,760	4,760
Office Supplies/Minor Equipment	001-51800-211	13,200	(2,760)	10,440
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 15,200	\$ 0	\$ 15,200

JUSTIFICATION: Transfer of \$2,760 from Office Supplies/Minor Equipment to fund Equipment/furniture purchases under capital asset threshold to replace damaged server for MS Govern sales and use tax application.

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY 21 2018

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 500419032 Replace J Anderson
Pay Grade PCT Pay Range 30,096
Proposed Effective Date June 4, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/11/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/11/2018

Sherrill Thomas

Finance Director

Date 5/15/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY 21 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 500419033 - Replace M Beasley
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date June 4, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/07/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/07/2018

Sherrill Thomas

Finance Director

Date 5/10/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY 21 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal

Position Number 550429165 replace J Richardson

Pay Grade PS2 Pay Range 40,575-54,816

Proposed Effective Date June 4, 2018

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/09/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/09/2018

Sherrill Thomas

Finance Director

Date 5/10/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY 21 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 550430063 - Replace J Lucas
Pay Grade PST Pay Range \$38,236
Proposed Effective Date June 4, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham
Department Head

Date 05/10/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 05/10/2018

Sherrill Thomas
Finance Director

Date 5/15/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY 21 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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 550430162- Replace A. Desta

Pay Grade PST Pay Range \$38,236

Proposed Effective Date June 4, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 05/10/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/10/2018

Employee Benefit Manager

Sherrill Thomas Date 5/15/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

MAY 21 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Sergeant

Position Number 550432086 - Replace R Thompson

Pay Grade PS3 Pay Range \$44,664-\$66,733

Proposed Effective Date May 28, 2018

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/09/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/10/2018

Sherrill Thomas

Finance Director

Date 5/10/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Public Safety Comm Dispatcher

Position Number 550483011 replace M Pratt

Pay Grade A05 Pay Range 32,318-48,286

Proposed Effective Date June 4, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/09/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/09/2018

Sherrill Thomas

Finance Director

Date 5/10/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY 21 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Support Services
 DEPARTMENT HEAD: Lamar Allen
 SUPERVISOR: Lamar Allen

POSITION INFORMATION:

Position Title Building Maintenance Superintendent
 Position Number 200765001
 Pay Grade A07 Pay Range \$40,664 - \$60,755
 Proposed Effective Date 06/04/2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lamar Allen Date 05/03/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/03/2018
 Employee Benefit Manager

Sherrill Thomas Date 05/03/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

MAY 21 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Support Services
 DEPARTMENT HEAD: Lamar Allen
 SUPERVISOR: Lamar Allen

POSITION INFORMATION:

Position Title Assistant Plant Maintenance Manager
 Position Number 260768054
 Pay Grade A08 Pay Range 45,440-67,894
 Proposed Effective Date June 18,2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lamar Allen
 Department Head

Date 5/16/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 5/16/2018

Sherrill Thomas
 Finance Director

Date 5/16/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY 21 2018

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri Henderson, Revenue Manager
SUPERVISOR: Courtney Oates, Revenue Compliance Officer

POSITION INFORMATION:

Position Title Revenue Examiner CO0117
Position Number 810117004 (to replace B Brouillard)
Pay Grade A05 Pay Range \$32,318-\$48,286
Proposed Effective Date 06-04-2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Terri Henderson

Department Head

Date 05-11-2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/11/2018

Sherrill Thomas

Finance Director

Date 5/15/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date

Montgomery County Commission
Travel / Training Request Approval
Request # 15

AGENDA

MAY 21 2018

Date: 5/7/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Auburn Marriott Opelika Hotel & Conference Center
Departure Date: October 29, 2018 Return Date: October 30, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Pesticide Applicator University

Traveler (s) Name: 1. Scott Missildine 4. Nathan Sankey
2. Cory Petty 5.
3. Daniel Owens 6.

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

Total (est.) Cost: \$396.00 Advance Registration Required: \$396.00
Department Name: Engineering Department Fund Name: General Fund 001-55600.265
Additional Comments: For 2019 budget year. Registration to be paid early for discount. No overnight.
Fund #001.15350

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 5/21/18 reimbursement of actual and necessary expenses in the
approximate amount of \$396.00 and advance registration of \$396.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-55600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,150.00</u>	
Approved Requests:	<u>\$1,027.14</u>	
Budget Available:	<u>\$1,122.86</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$1,122.86</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/10/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

MAY 21 2018

Date: May 15, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Palm Springs, California
Departure Date: October 9, 2018 Return Date: October 12, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: 2018 GIS-Pro & CalGIS

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,295.00 Advance Registration Required: \$450.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: MEALS: \$300.00 HOTEL: \$985.00 REG: \$450.00 PLANE TICKET: \$560.00

All reimbursements will be paid out of FY 19 Budget

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 5/21/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,295.00 and advance registration of \$450.00 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>\$2,825.80</u>	
Budget Available:	<u>\$27,174.20</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$27,174.20</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/15/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

MAY 21 2018

Date: May 15, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Minneapolis, Minnesota
Departure Date: September 23, 2018 Return Date: September 26, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: IAAO 84th Annual International Conference on Assessment Administration

Traveler (s) Name: 1. Scot Millican 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,262.00 Advance Registration Required: \$645.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: MEALS: \$300.00 HOTEL: \$985.00 REG: \$645.00 PLANE TICKETS: \$332.00
TOTAL EST. COST: \$2262.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 5/21/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,262.00 and advance registration of \$645.00 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>\$2,825.80</u>	
Budget Available:	<u>\$27,174.20</u>	
Current Requests:	<u>\$2,262.00</u>	
Budget Balance:	<u>\$24,912.20</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/15/2018
cc: Finance Director / Buyer

AGENDA

MAY 21 2018

Commissioner Elton N. Dean, Sr., Chairman

Commissioner Rhonda M. Walker, Vice Chairman

Commissioner Daniel Harris Jr.,

Commissioner Isaiah Sankey,

Commissioner Doug Singleton

Dear Commissioners:

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

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

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

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

Sincerely,

/s/Darryl Parker

Director of Elections

Attachment

May 21, 2018 - Minutes of Regular Meeting
Montgomery County Commission

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28-2

**2018 June Primary Election
Tables Personnel**

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

Printed 5/17/2018 @ 12:39 AM

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 4, 2018, at 8:00 in the morning.

Donald Z. Morris

Administrator

Elton M. Smith

Chairman