

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

SEPTEMBER 4, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:05 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 Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Harris requested a \$1,000 miscellaneous appropriation from his agencies account to the Alabama World Affairs Council, Inc. for educational programs.

Chairman Dean and Commissioner Harris requested a \$2,500 miscellaneous appropriation from each of their education accounts to Carver Senior High School for ROTC.

Chairman Dean, Vice Chairman Walker, Commissioner Harris and Commissioner Singleton requested a \$2,000 miscellaneous appropriation from each of their education accounts to Montgomery Public Schools for the annual MPS Kickoff Classic event.

Commissioner Harris requested a \$1,500 miscellaneous appropriation from his education account to Dannelly Elementary School for the Principal's Discretionary Fund.

Commissioner Harris requested a \$1,000 miscellaneous appropriation from his education account to Peter Crump Elementary School for the Principal's Discretionary Fund.

Commissioner Harris requested a \$2,000 miscellaneous appropriation from his education account to Jefferson Davis High School for the Principal's Discretionary Fund.

Commissioner Harris and Commissioner Singleton requested a \$1,425 miscellaneous appropriation from each of their education accounts to Jefferson Davis High School for the purchase of a lawnmower.

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

PRESENTATION BY MR. MICHAEL G. HICKS WITH ALLIANCE INSURANCE GROUP

Mr. Michael G. Hicks with Alliance Insurance Group briefed the Commission regarding Medical Stoploss Renewal. Administrator Mims recommended Option 2 of the Medical Stoploss. After discussion, the Commission concurred with Administrator Mims' recommendation and agreed to place this item on the next agenda. (Copy of Presentation Material, Agenda Pages 29-1 through 29-7, is attached to these Minutes.)

PRESENTATION BY DR. DERRYN E. MOTEN, PROFESSOR AND CHAIR,
DEPARTMENT OF HISTORY AND POLITICAL SCIENCE, ALABAMA STATE
UNIVERSITY

Dr. Derryn E. Moten, Alabama State University Professor and Chair, Department of History and Political Science, requested a Resolution regarding the 1960 Alabama State College (now ASU) Student Expulsion. After discussion, the Commission asked Commissioner Harris and Manager of Public Affairs Hannah Hawk to work with Dr. Moten concerning the resolution language and place the revised Resolution on the next briefing memo for further discussion. (Copy of Presentation Material, Agenda Pages 30-1 through 30-6, is attached to these Minutes.)

PRESENTATION BY DIVISION MANAGER OF CUSTOMER SERVICES KEITH KARST
AND ACCOUNT MANAGER BRANDON PARKER WITH ALABAMA POWER
COMPANY

Alabama Power Company Division Manager of Customer Services Keith Karst and Account Manager Brandon Parker briefed the Commission regarding a Contract for electric service with Alabama Power Company concerning the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda. (Copy of Presentation Material, Agenda Pages 31-1 through 31-13, is attached to these Minutes.)

PRESENTATION BY ATTORNEY CLINTON GRAVES WITH GILPIN GIVHAN, PC

Attorney Clinton Graves with Gilpin Givhan, PC, briefed the Commission regarding a Financial Management Policy. After discussion, the Commission agreed to make changes to the policy and place this item on the next agenda. (Copy of Presentation Material, Agenda Pages 32-1 through 32-7, is attached to these Minutes.)

PRESENTATION BY GARY REHM AND CHRIS JOHNSON WITH STIFEL AND
EXECUTIVE VICE PRESIDENT NEILL WRIGHT WITH LIBERTY BANK

Mr. Gary Rehm and Mr. Chris Johnson with STIFEL and Executive Vice President Neill Wright with Liberty Bank briefed the Commission regarding a bond issue for funding the proposed building projects. (Copy of Presentation Material, Agenda Pages 33-1 through 33-25, is attached to these Minutes.)

DISCUSSION BY THE COMMISSION

Commissioner Singleton inquired about the cost of the CareHere building and whether the City of Montgomery and Montgomery Water Works would contribute to the cost of a new building. Commissioner Harris requested an analysis of how much money CareHere saves the County. Vice Chairman Walker requested a usage analysis.

PRESENTATION BY ATTORNEY FRANK MCPHILLIPS WITH MAYNARD, COOPER & GALE

Attorney Frank McPhillips with Maynard, Cooper & Gale briefed the Commission concerning a Resolution regarding Amendment to Prior Authorizing Resolution relating to Issuance of Revenue Warrant by Montgomery County Public Building Authority. After discussion, the Commission to place this item on the next agenda. (Copy of Presentation Material, Agenda Pages 34-1 through 34-3, is attached to these Minutes.)

PRESENTATION BY EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown with Community Corrections briefed the Commission regarding Renewal of Professional Services Contracts for the 2018-2019 E.V.E.N. Program Providers. After discussion, the Commission agreed to place these contracts on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding Modification Number 1 to the Department of Energy Weatherization Assistance Program, DOE-028-18. After discussion, the Commission agreed to place this item on the next agenda.

Chairman Dean requested the addresses of the recipients of the weatherization assistance program.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that he did not have anything to report.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding Amendment Number 2 to contract with Foley Products Company regarding a one (1) year extension, beginning October 1, 2018 and ending on September 30, 2019, and a 5% pricing increase for concrete pipe. After discussion, the Commission agreed to place this item on the next agenda.

He also stated that resurfacing of East Sprague Junction Road and Butler Mill Road had been completed. Coosada Ferry Road and Payne Road are the only two roads that remain to be resurfaced as part of the 2018 County Resurfacing Project.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented a Bid Award to Hawk, Inc., regarding kitchen equipment for the Detention Facility, Bid Award Number 52200-18B-027. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding the proposed 2018-2019 Operating Budget. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas presented a Resolution regarding GASB 54 Fund Balance Commitments. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas briefed the Commission regarding the adoption of Policies and Procedures concerning the Administration of Federal Funds. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding insurance renewals for October 1, 2018 – September 30, 2019. He stated that he would present the documents to the Commission at a future meeting.

Administrator Mims presented Budget Change Request Number 2 for Risk Management. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 3 for Support Services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a temporary reclassification of Administrative Support Associate April Griffith to Administrative Support Specialist for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from the Montgomery County Department of Human Resources regarding a board member vacancy, an email from Vice Chairman Ronda Walker recommending the appointment of Andrea McCain to the board, and resume of Denise Davis-Maye. After discussion, the Commission agreed to place on the next agenda the appointment of Denise Davis-Maye as a board member of the Montgomery County Department of Human Resources.

Administrator Mims presented a memorandum from Corporal Cedric D. Leonard regarding the National Alliance on Mental Illness (NAMI) Alabama Annual Fundraiser.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for September–November 2018.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Director of Retention Jessica G. Horsley with the Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter. Commissioner Harris made a motion to go into the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Jessica G. Horsley and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 35-1 and 35-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Vice Chairman Walker made a motion to recess the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Sankey.

The Pledge of Allegiance was led by Commissioner Singleton.

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 Speake.

COMMENTS BY ATTENDEES

Bishop Robert Brown of Shepherds' Ministries, Inc., stated his name and said good morning. He said he came before the Commission to ask them to partner with his organization and the Montgomery Housing Authority to help the citizens of Montgomery. Bishop Brown shared some background information about his Ministry and the different services it offers the citizens. He asked the Commission to consider donating \$25,000.00 to his organization. Chairman Dean asked Bishop Brown if he had contacted his City Councilman about support of the program. Mr. Brown said he had talked with Councilman Bell. He also stated that Shepherds' Ministries is a 501(c) (3) tax exempt organization.

Mr. Leonard Daley greeted the Commission and provided information about himself and his careers. He said he came to appeal to the Commission to approve the license for the Lake Point View Vineyard and Winery to sell and operate a wine tasting business in Montgomery County. Mr. Daley said he has attended numerous wine tasting events at various businesses in Montgomery and has never experienced any disorderly conduct during those events.

Tommie T. Stewart, an actress, educator, professor and Dean at Alabama State University, said it was a pleasure to speak to the Commission on behalf of the Lake Point View Winery. She said she believes the winery signifies the significance of the civil rights struggle in Alabama. Ms. Stewart said the Lewises will be the first minority owner of a winery in the area. She said the winery will simply be a wine tasting place which has been beautifully designed. Ms. Stewart stated that she and other supporters in the audience ask the Commission to give the young veterans a chance to make a difference in the Community.

Mr. Allen Stokes, a resident of Lake Point View Drive, said he is not against the Lewises opening a winery, but he does not want it on his street. He said the number one issue is safety, but he is also concerned about his investment. Mr. Stokes also mentioned that the street in the neighborhood is in disrepair and need repairs. He asked the Commission if they have a plan in place to help with the road issue. He stated once again that he does not have a problem with the owners opening a winery, and, in fact, he would be a customer; but he does not want it in his neighborhood.

Commissioner Singleton informed Mr. Stokes that the Commission cannot repair his road because it is a private road.

Mr. Bob Atchison, a resident of Lake Point View Drive, said he lives in a neighborhood, not a business district. He said the winery would bring more traffic into their quiet neighborhood. Mr. Atchison said he could provide a website that shows wineries south of Birmingham, Alabama, are not financially successful. He said he does not believe the winery would be of economic benefit to the County. He also said the Lewis's property, where the winery is located, has lost value since the winery was built.

Commissioner Singleton said the community is going to be divided no matter how the Commission votes. He said he is concerned about all the issues raised about the winery, but his biggest concern is for the safety of the kids. Commissioner Singleton said he voted against the Lake Point Winery Vineyard previously and he will vote against it today. He said he respects his fellow Commissioners, no matter how they vote on this issue.

Chairman Dean asked the Lewises how much have they invested in their business. Mrs. Lewis stated they have invested over \$450,000.00 in the business, which does not include their home.

Commissioner Harris addressed the vote on the winery license. He said people buy property in the country, so they can do what they would like on their property. Commissioner Harris said there is nothing the Commission can do legally to stop someone from opening a business on their property.

Commissioner Singleton stated he received petitions from those who are for the winery and those who are against it. He said he would share copies of those petitions with his fellow Commissioners.

Commissioner Sankey suggested that Chairman Dean ask who in the audience is for or against the winery license. Vice Chairman Walker then asked the people who do not live in the Lake View Point Neighborhood to sit and only the ones who live in the neighborhood to remain standing. The Lake Point residents in the audience were evenly split on approval of the license.

Cheryl Lange Johnson, President of Leadership Montgomery, gave an update on the Summit on Education that was hosted by Leadership Montgomery. She shared Short Term and Long Term Action Plans prepared in response to the Summit. She thanked the Commissioners for their support.

William Levi Gailliard, Director of Think Big Activities, said good morning to everyone and thanked the Commission for the opportunity to speak. He said he was glad to be at the meeting because he enjoys the experience each time he attends and shared information about a Think Big program in Tampa. Mr. Gailliard said he would like to see a model of the program started in Montgomery County.

Dr. Jon Da'Voe-Malone said good morning and spoke to the Commission regarding the appointment of a liaison to represent the lesbian, gay, bisexual and transgender (LGBT) community, as has been done by the mayors of Birmingham and Montgomery. Dr. Malone said he would like for Montgomery County to consider appointing a liaison. He also commented on police body cameras and stated that officers should face stiff penalties if they do not use their body cameras. Dr. Malone also said he would like the City and the County to lower their flags to half-staff in honor and recognition of the late Senator John McCain and recording artist Aretha Franklin. He then asked for a moment of silence prayer in their honor.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of August 20, 2018. The motion was seconded by Commissioner Singleton 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 Commissioner Harris 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.)

PRESENTATION BY COMMISSIONER DOUG SINGLETON

Commissioner Singleton presented Lieutenant Rodney Brooks, Montgomery County Detention Facility, a Certificate of Completion of the Alabama Jail Training Academy from the National Institute for Jail Operations (NIJO).

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas presented the proposed 2018-2019 Operating Budget and the 2018-2019 Emergency Management Communications District Board Budget. (Copies of Proposed Budgets, Agenda Pages A-1 through A-18, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED MANUFACTURER LICENSE TO APPLICANT LAKE POINT VINEYARD AND WINERY LOCATED AT 674 LAKE POINT DRIVE, MATHEWS, ALABAMA 36052

Commissioner Harris made a motion to approve the Manufacturer License to Applicant Lake Point Vineyard and Winery Located at 674 Lake Point Drive, Mathews, Alabama 36052. Chairman Dean passed the gavel to Vice Chairman Walker and seconded the motion. Chairman Dean, Commissioner Harris and Commissioner Sankey voted in favor of the motion. Vice Chairman Walker and Commissioner Singleton opposed the motion, and the motion carried. (Copies of State of Alabama Alcohol License Application and Attachment, Agenda Pages 1-1 through 1-6, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO CHANGE THE TIME AND LOCATION OF THE SEPTEMBER 17, 2018, COUNTY COMMISSION MEETING TO PIKE ROAD TOWN HALL AT 9575 VAUGHN ROAD, PIKE ROAD, ALABAMA. THE INFORMATION SESSION WILL BEGIN AT 5:00 P.M. WITH THE FORMAL SESSION AT 6:30 P.M.

Commissioner Singleton made a motion to adopt the Resolution to Change the Time and Location of the September 17, 2018, County Commission Meeting to Pike Road Town Hall at 9575 Vaughn Road, Pike Road, Alabama. The information session will begin at 5:00 p.m. with the formal session at 6:30 p.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 2-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 6FSL FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2016 - \$50,567.23)

Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6FSL for the Montgomery County Sheriff's Office (FY2016 - \$50,567.23). The motion was seconded by Commissioner Harris and

unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 3-1 through 3-13, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED TO RATIFY THE
MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION OF THE
2018 MONTGOMERY CITY COUNCIL DISTRICT FOUR (4) SPECIAL ELECTIONS

Commissioner Harris made a motion to Ratify the Memorandum of Understanding regarding the Administration of the 2018 Montgomery City Council District Four (4) Special Elections. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Memorandum of Understanding and Budget, Agenda Pages 4-1 through 4-10, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL AMENDMENT TO
INCOMeworks SOFTWARE LICENSE AGREEMENT

Commissioner Singleton made a motion to approve the Renewal Amendment to IncomeWorks Software License Agreement. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Invoice and Agreement, Agenda Pages 5-1 through 5-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH THE
BRIDGE, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING OCTOBER 1,
2018 AND ENDING ON SEPTEMBER 30, 2019 FOR THE COMMUNITY-BASED
ADOLESCENT ALTERNATIVE PROGRAM, CONTRACT NUMBER 52601-17P-024

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with The Bridge, Inc., regarding a One (1) Year Extension, beginning October 1, 2018 and ending on September 30, 2019 for the Community-Based Adolescent Alternative Program, Contract Number 52601-17P-024. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT
WITH BUFFALO ROCK COMPANY OF MONTGOMERY, ALABAMA REGARDING A
ONE (1) YEAR EXTENSION, BEGINNING AUGUST 15, 2018 AND ENDING ON AUGUST
14, 2019 FOR VENDING MACHINE SERVICES, CONTRACT NUMBER 51988-17B-010

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Buffalo Rock Company of Montgomery, Alabama regarding a One (1) Year Extension, beginning August 15, 2018 and ending on August 14, 2019 for Vending Machine Services, Contract Number 51988-17B-010. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH STIVERS FORD LINCOLN REGARDING A ONE (1) YEAR EXTENSION, BEGINNING OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019 AND A 5% PRICING INCREASE FOR OIL CHANGE AND TIRE ROTATION SERVICE, CONTRACT NUMBER 52110-16B-033

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Stivers Ford Lincoln regarding a One (1) Year Extension, beginning October 1, 2018 and ending on September 30, 2019 and a 5% Pricing Increase for Oil Change and Tire Rotation Service, Contract Number 52110-16B-033. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH GULF STATES DISTRIBUTORS REGARDING A ONE (1) YEAR EXTENSION, BEGINNING OCTOBER 17, 2018 AND ENDING ON OCTOBER 16, 2019 AND A 5% PRICING INCREASE FOR FOOTWEAR, CONTRACT NUMBER 52110-16B-038

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Gulf States Distributors regarding a One (1) Year Extension, beginning October 17, 2018 and ending on October 16, 2019 and a 5% Pricing Increase for Footwear, Contract Number 52110-16B-038. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH GULF ATLANTIC CULVERT CO., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING OCTOBER 17, 2018 AND ENDING ON OCTOBER 16, 2019 AND A 5% PRICING INCREASE FOR METAL PIPE, CONTRACT NUMBER 53000-16B-037

Vice Chairman Walker made a motion to approve Amendment Number 2 to Contract with Gulf Atlantic Culvert Co., regarding a One (1) Year Extension, beginning October 17, 2018 and ending on October 16, 2019 and a 5% Pricing Increase for Metal Pipe, Contract Number 53000-16B-037. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL WITH BORDEN MORRIS GARNER CONSULTING ENGINEERS TO ASSESS CAMERAS, ACCESS CONTROL, LIGHTING, FIRE ALARM AND PLUMBING AT THE YOUTH FACILITY

Commissioner Harris made a motion to approve the Proposal with Borden Morris Garner Consulting Engineers to Assess Cameras, Access Control, Lighting, Fire Alarm and Plumbing at the Youth Facility. The motion was seconded by Commissioner Singleton and unanimously

approved by the Commission. (Copies of Memorandum and Letter of Approval, Agenda Pages 11-1 through 11-3, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED INSURANCE RENEWALS WITH BLUECROSS
BLUESHIELD OF ALABAMA REGARDING HEALTH PLAN ADMINISTRATIVE FEES,
COBRA, DENTAL, WORKERS COMP INSURANCE RENEWAL AND FSA
ADMINISTRATION FOR OCTOBER 1, 2018 – SEPTEMBER 30, 2019

Commissioner Singleton made a motion to approve the Insurance Renewals with BlueCross BlueShield of Alabama regarding Health Plan Administrative Fees, COBRA, Dental, Workers Comp Insurance Renewal and FSA Administration for October 1, 2018 – September 30, 2019. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED RENEWALS FOR THE 2018 PROPERTY
INSURANCE AND EXCESS LIABILITY

Commissioner Singleton made a motion to approve the Renewals for the 2018 Property Insurance and Excess Liability. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Email, Agenda Pages 13-1 and 13-2, 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 September 4, 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 Commissioner Harris 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 September 4, 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 Commissioner Harris and unanimously

approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 15-1, is attached to these Minutes.)

COUNTY COMMISSION – NO ACTION ON MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

(Copy of Spreadsheet, Agenda Page 16-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAY APPLICATION FROM CENTRAL CONTRACTING, INC., FOR THE FLEET MAINTENANCE SHOP

Commissioner Singleton made a motion to approve the Final Pay Application from Central Contracting, Inc., for the Fleet Maintenance Shop. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Application for Payment, Waiver & Release, Warranty and Proof of Publication, Agenda Pages 17-1 through 17-5, are attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following seven items, and his fellow Commissioners concurred. Commissioner Harris made a motion to approve the seven agenda items. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 1

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 1, County Commission. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 2

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 2, Detention Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 1, Finance Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED BUDGET CHANGE REQUEST NUMBER 5

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 5, Probate Judge's Office (Elections). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 5

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 5, Sheriff's Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 22-1, is attached to these Minutes.)

TAX & AUDIT – APPROVED BUDGET CHANGE REQUEST NUMBER 5

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 5, Tax & Audit. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 23-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 2

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 2, Youth Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 24-1, is attached to these Minutes.)

End of Omnibus Vote

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Corrections Officer Trainee – Position Number 500419220

Commissioner Harris 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 25-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff Trainee – Position Number 550430057

Commissioner Harris 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 (4)

DEPARTMENTS

1. Engineering Department
2. Parks and Recreation
3. Youth Facility
4. County Commission

TRAVEL/TRAINING REQUESTS

- Request Number 19
Request Number 2
Request Number 14
Request Number 21

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 27-1 through 27-4, 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:

DETENTION FACILITY – APPROVED BID AWARD TO HAWK, INC., REGARDING KITCHEN EQUIPMENT FOR THE DETENTION FACILITY, BID AWARD NUMBER 52200-18B-027

Commissioner Harris made a motion to approve the Bid Award to Hawk, Inc., regarding kitchen equipment for the Detention Facility, Bid Award Number 52200-18B-027. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda and Bid, Agenda Pages 28-1 through 28-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton commended Bishop Jimmy Sawyer for his perseverance to improve safety at the intersection of Wares Ferry Road and Highway 80. He said the State has made some improvements to the roadway, and he thanked Bishop Sawyer for staying on the mission.

Commissioner Sankey also commended Bishop Sawyer for his efforts to make changes at the intersection of Wares Ferry Road and Highway 80. He thanked Cheryl Johnson, of Leadership Montgomery, for giving the Commission feedback and updates on the Education Summit.

Vice Chairman Walker said she was recently berated publicly because of her vote on an issue several years ago. She said the Commission sometimes must make tough decisions. She told Mrs. Lewis that her vote against the winery application was not personal and that it was a difficult decision. Vice Chairman Walker said there are times when votes don't go the way one would like, but that is all part of the process.

Chairman Dean told Mr. and Mrs. Lewis, owners of Lake Point View Vineyard and Winery, that they had a lot of good people behind them and he had only heard great things about them. Chairman Dean encouraged them to take the appropriate steps to make Lake Point Drive a County road and to work to help the County have limited zoning authority. He went on to say that he knows Vice Chairman Walker and Commissioner Singleton have great hearts and that their position was not personal.

Commissioner Harris said he was pleased the winery license was approved and wished the Lewises great success. He commended them for spearheading efforts to improve Lake Point Road. He encouraged all the Lake Point residents to work to get along as neighbors.

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County Commission on September 4, 2018, at 10:30 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-17-18

Check Number	To	Check Number
280941		280985
Total Checks Paid		\$1,418,541.71

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

9-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-17-18

Check Number	To	Check Number
280986		281051
Total Checks Paid		\$414,599.64

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

EFT's included in amount

9-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-24-18

Check Number	To	Check Number
281052		281104
Total Checks Paid		\$147,982.65

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

EFT's included in amount

9-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-24-18

Check Number	To	Check Number
281105		281190
Total Checks Paid		\$552,394.91

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
8/17/18

Payroll Check Number	130624	To	Payroll Check Number	130680	\$	44,905.55
Direct Deposits					\$	852,904.46
Payroll Check Number	130681	To	Payroll Check Number	130700	\$	250,608.62
Direct Deposits					\$	394,181.66
Federal Deposits					\$	295,761.14
Total Payroll Paid					\$	1,838,361.43

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



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678
www.alabamacounties.org
Hon. Steve McKinnon, Dale County, President
Sonny Brasfield, Executive Director

REC'D
AUG 6 '18 4:59 PM
MONTGOMERY CO. COMMISSION

AGENDA

SEP - 4 2018

August 1, 2018

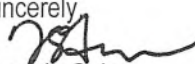
Elton Dean, Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Chairman Dean:

I would like to express my appreciation for your support of the Alabama Jail Training Academy (AJTA). During the year 2018, AJTA trained more than 300 county correction officers. To date, more than 300 people have completed all four required classes and received basic certification from our program.

As you know, Lieutenant Rodney Brooks from your county completed the program and earned a certificate of completion from the National Institute of Jail Operations (NIJO). We believe it would encourage other officers to participate in this important educational program if the county commission recognized this accomplishment during one of its upcoming meetings. Enclosed are their completion certificates from NIJO and a lapel pin for the graduate. We hope you will present these in the near future. We believe it would also be appropriate to include Sheriff Cunningham in the presentation.

Thank you for your support of this excellent training program and all of the Association's activities.

Sincerely,

Jeannie Gaines
Public Relations Manager

Enclosure

Cc: Donald Mims, Administrator

67 Counties, One Voice

**Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2018 to September 30, 2019**

Adopted September 17, 2018

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

Compiled by
Donald L. Mims, CPA, MPA, Administrator
Sherrill R. Thomas, CPA, Finance Director

A-1

ANNUAL BUDGET 2018-2019

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims, CPA, MPA
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 76,219,604	\$ 76,219,604
Emergency Fund	115,000	-
Workers' Compensation Fund	373,000	373,000
Health Trust Fund	12,250,000	12,150,000
R.E. Life Ins. Fund	100,000	100,000
Liability Fund	600,000	600,000
Gasoline Tax Fund	10,075,895	10,075,895
Public Buildings/Roads/Bridges Fund	6,810,000	8,311,532
Public Highways & Traffic Fund	457,000	500,000
Capital Improvement	835,000	835,000
RRR Gasoline Tax Fund	2,019,000	3,695,000
Severed Material Tax Fund	160,000	160,000
Appraisal Fund	3,016,313	3,016,313
Merit System Fund	1,267,533	1,267,533
Community Corrections	876,008	876,008
Grant Fund	379,247	379,247
G.O. Warrants - 2015/2017 Fund	3,832,625	3,832,625
G.O. Warrants - 2010 Fund	1,355,375	1,355,375
Less: Fund transfer elimination	<u>(14,623,483)</u>	<u>(14,623,483)</u>
TOTAL	\$ 106,118,117	\$ 109,123,649
ADD: BUDGETARY FUND BALANCE		
Emergency Fund	(115,000)	
Health Trust Fund	(100,000)	
Public Buildings/Roads/Bridges Fund	1,501,532	
Public Highway and Traffic Fund	43,000	
RRR Gasoline Tax Fund	<u>1,676,000</u>	
TOTAL BUDGETARY FUND BALANCE	3,005,532	
TOTAL PROPOSED BUDGET	\$ 109,123,649	\$ 109,123,649

Funds included in budget:
 General Fund
 Special Revenue Funds
 Debt Service Funds

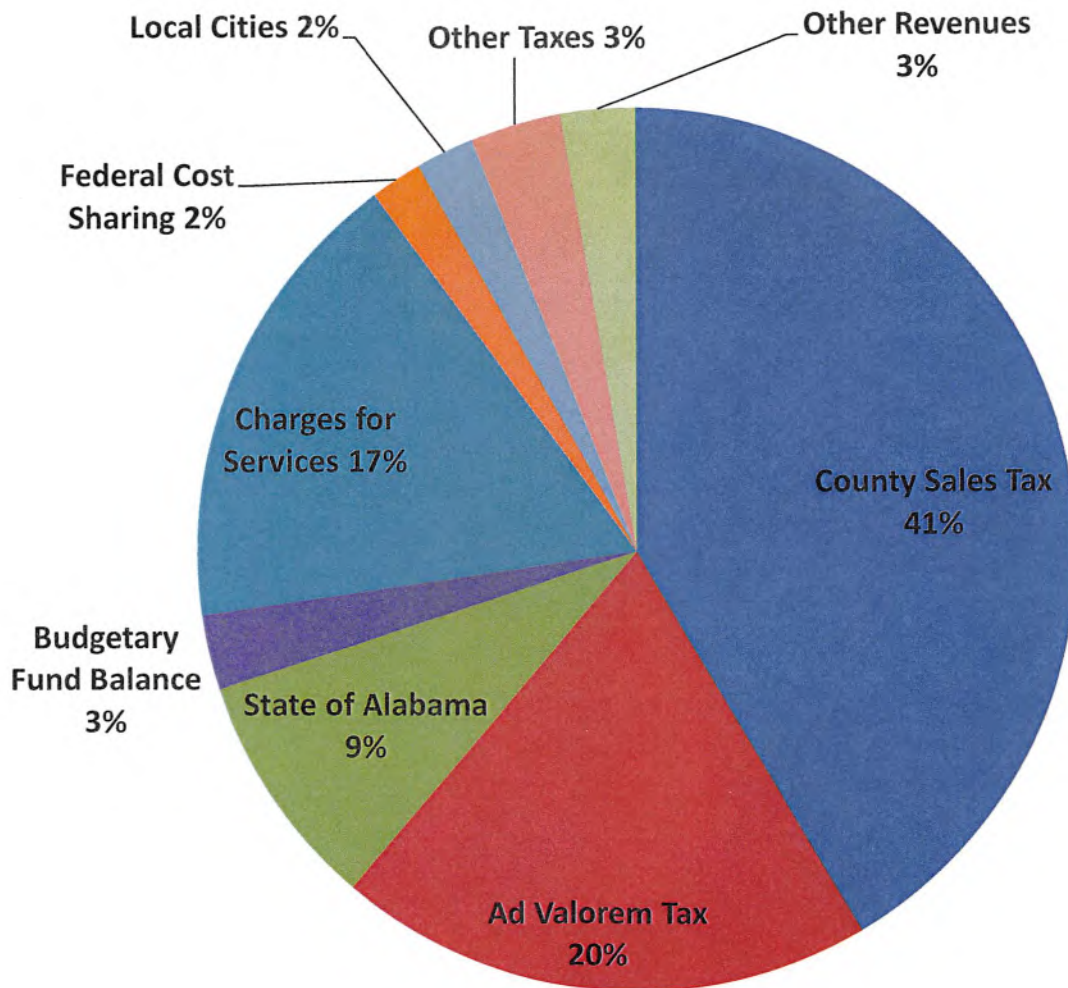
**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

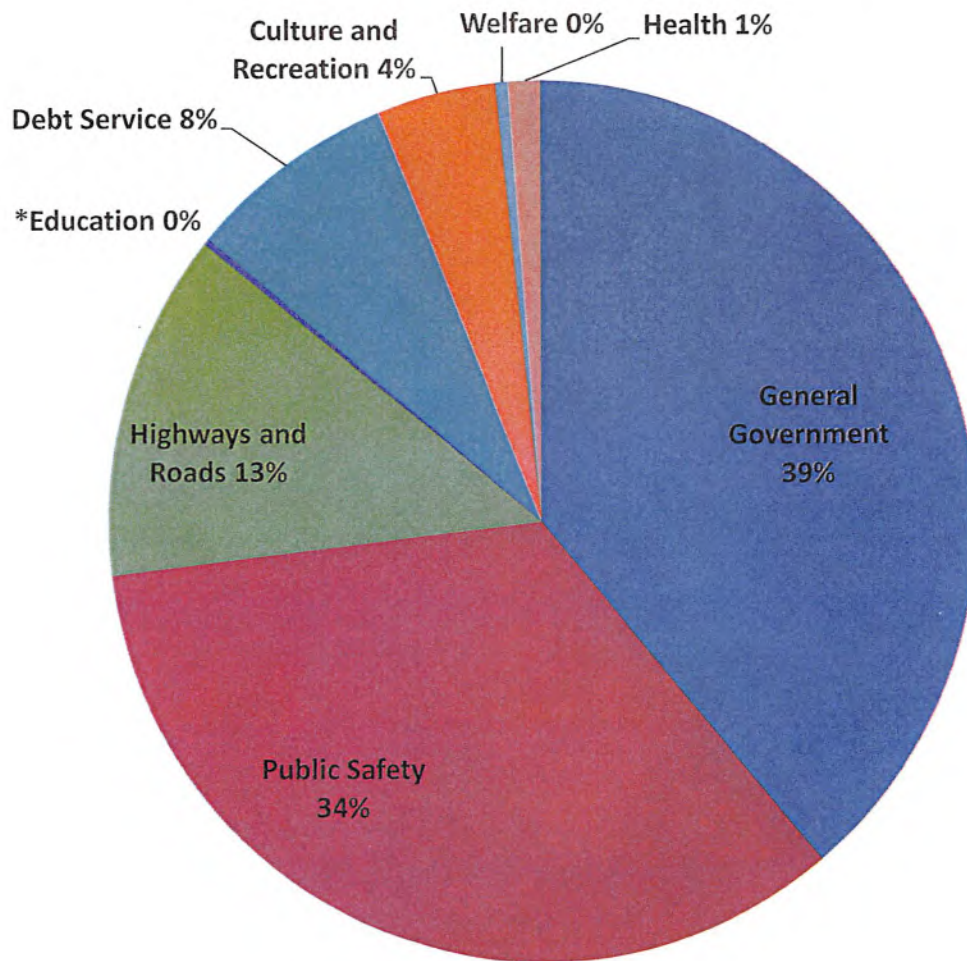
**Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2018-2019**

Type	Percentage	Total
County Sales Tax	41%	\$ 45,225,000
Ad Valorem Tax	20%	21,582,263
State of Alabama	9%	9,518,613
Budgetary Fund Balance	3%	3,005,532
Charges for Services	17%	18,730,012
Federal Cost Sharing	2%	2,075,155
Local Cities	2%	2,341,373
Other Taxes	3%	3,643,000
Other Revenues	3%	3,002,701
Miscellaneous		1,245,116
Interest		537,800
Licenses and Permits		558,900
Board of Education		625,885
Fines and Forfeitures		35,000
	100%	\$ 109,123,649



**Montgomery County Commission
Appropriations
2018-2019**

Type	Percentage	Total
General Government	39%	\$ 42,363,832
Public Safety	34%	37,326,940
Highways and Roads	13%	13,930,895
Education	0%	267,610
Debt Service	8%	8,554,125
Culture and Recreation	4%	4,844,103
Welfare	0%	525,375
Health	1%	1,310,769
	100%	\$ 109,123,649



*Additional \$26 million provided for Education by the 1% County Sales tax for Public Education

AL6

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET
GENERAL FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 13,900,000
County Sales Tax	45,225,000
Salaries for Revenue Commissioner	218,000
County Beer and Wine Tax	133,000
Lodging Tax	2,750,000
Other Tax	760,000
TOTAL TAXES	<u>62,986,000</u>

LICENSE & PERMITS

478,900

INTERGOVERNMENTAL

State Shared Revenue	1,869,890
State Cost Sharing Revenue	1,573,300
Federal Cost Sharing	1,782,155
Local Government Cost Sharing	222,986
TOTAL INTERGOVERNMENTAL	<u>5,448,331</u>

CHARGES FOR SERVICES

Court Fees	911,000
Fees & Commissions - Public Officials	4,249,800
Other Fees & Charges	111,100
TOTAL CHARGES FOR SERVICES	<u>5,271,900</u>

FINES AND FORFEITURES

35,000

MISCELLANEOUS

Interest	252,800
Sales & Rentals	524,816
Other	618,300
TOTAL MISCELLANEOUS	<u>1,395,916</u>

TRANSFERS IN FROM OTHER FUNDS

603,557

TOTAL ESTIMATED REVENUES

\$ **76,219,604**

MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET
GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 882,125
Risk Management	204,855
Public Affairs	89,943
Finance Department	524,336
Judges	438,461
District/Circuit/Domestic Relations Court	3,900
Circuit Clerk	32,584
District Attorney	3,227,087
Pre-Trial/District Attorney	704,626
Court Reporters	166,743
Probate Judge's Office	4,184,581
Revenue Commissioner	1,465,968
Tax and Audit Division	898,498
Support Services	3,117,808
Purchasing	277,024
Building Permits	41,414
Election Operating	286,237
Election Administration	282,073
Board of Registrars	294,417
Tax Equalization Board	5,824
Veterans Service Office	1,000
Forestry Commission	12,150
Industrial Park Utilities/Maintenance	43,000
Industrial Development	44,750
Information Systems	2,297,308
Fleet Maintenance	151,180
Contingent	25,000
Unemployment Compensation	18,000
TOTAL GENERAL GOVERNMENT	\$ <u>19,720,892</u>

PUBLIC SAFETY

Sheriff's Office	\$ 14,623,394
Montgomery County Detention Facility	17,118,973
Montgomery City-County Emergency Management Agency	123,539
Coroner's Office	117,280
Youth Facility Net of City Funding	3,203,697
Youth Facility - DYS Subsidy	286,049
Youth Facility - DYS Boot Camp	490,000
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ <u>36,157,932</u>

SANITATION- Transfer Station & Storm Water Permit	\$ <u>149,035</u>
--	--------------------------

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$ 446,554
Montgomery Area Mental Health Authority	170,000
Family Sunshine Center	31,700
VOCAL	5,000
Animal Shelter	500,000
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,200
Council on Substance Abuse - NCADD	11,700
Mosquito Control	58,365
Sickle Cell Foundation	15,750
Red Cross	15,000
TOTAL HEALTH	\$ 1,310,769

WELFARE

Transfer of Insane	\$ 7,101
Restor	5,000
Child Protect	3,750
Brantwood Children's Home	12,500
Montgomery Community Action Agency	32,500
Central Alabama Aging Consortium	15,000
Montgomery Area Council on Aging	32,500
Montgomery Area Food Bank	3,750
Pauper Burial	6,000
Joint Public Charity Hospital Board	94,000
Indigent Hospitalization Program	52,500
Student Worker Programs	146,777
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 439,128

CULTURE & RECREATION

City - County Library	\$ 2,157,421
Pike Road Library net of Town of Pike Road funding	199,078
Montgomery Museum of Fine Arts	1,670,711
Montgomery County Recreation Board	564,706
Boys & Girls Clubs	12,500
The United Community Improvement	4,687
Unified YMCA	30,000
ECHO	5,000
Alabama Shakespeare Festival	200,000
TOTAL CULTURE & RECREATION	\$ 4,844,103

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

GENERAL FUND

APPROPRIATIONS

EDUCATION

Montgomery Education Foundation	\$ 45,000
Auburn Extension Service	117,070
Montgomery Internal Medicine Residency Program (UAB)	22,500
Thelma Morris After School Program	25,000
Latchkey	28,040
YMCA Childcare Program	30,000
TOTAL EDUCATION	\$ 267,610

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$ 1,687,304
In-House Appropriations-Retiree Health & Life Insurance	2,494,000
Reclassification Reserve	(700,000)
Montgomery Co Building Authority 2012-2015 Capital Lease Obligation	4,861,135
Montgomery Co Public Education Cooperative District Series 2015 Bonds	1,060,600
Education Debt Service Funding	(1,060,600)
Montgomery Energy Conservation Project 2012 G.O. Warrants	398,587
Montgomery Energy Conservation Project 2014 G.O. Warrants	395,803
Agency Appropriations-General Government Category	670,755
TOTAL CLASSIFIED BY CHARACTER ONLY	9,807,584

TOTAL APPROPRIATIONS	\$ 72,697,053
-----------------------------	----------------------

TRANSFERS

To Community Corrections Fund	366,008
To Merit Fund	257,943
To General Obligation Warrant Debt Service Funds	5,188,000
Education Debt Service Funding	(2,289,400)
TOTAL TRANSFERS	\$ 3,522,551

TOTAL APPROPRIATIONS & TRANSFERS	\$ 76,219,604
---	----------------------

EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 115,000
TOTAL ESTIMATED REVENUES	\$ 115,000

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$ -
BUDGETARY FUND BALANCE	\$ 115,000

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$ 338,000
Other reimbursements	24,000
Interest	11,000
TOTAL ESTIMATED REVENUES	\$ 373,000

APPROPRIATIONS

Workers' Compensation Expenditures	\$ 373,000
TOTAL APPROPRIATIONS	\$ 373,000

HEALTH INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$ 12,235,000
Interest	15,000
TOTAL ESTIMATED REVENUES	\$ 12,250,000

APPROPRIATIONS

Health Care Costs	\$ 12,150,000
Budgetary Fund Balance	100,000
TOTAL APPROPRIATIONS	\$ 12,250,000

RETIRED EMPLOYEE LIFE INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$ 100,000
TOTAL ESTIMATED REVENUES	\$ 100,000

APPROPRIATIONS

Death Benefit Payments	\$ 100,000
TOTAL APPROPRIATIONS	\$ 100,000

LIABILITY FUND

ESTIMATED REVENUES

Premiums	\$ 566,000
Interest	34,000
TOTAL ESTIMATED REVENUES	\$ 600,000

APPROPRIATIONS

Liability Ins. Costs	\$ 600,000
TOTAL APPROPRIATIONS	\$ 600,000

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,650,000
--------------------	--------------

STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	115,920
--	---------

MISCELLANEOUS

Other	<u>102,000</u>
-------	----------------

TOTAL ESTIMATED REVENUES

\$ <u>1,867,920</u>

TRANSFERS

From Public Highway & Traffic Fund	500,000
------------------------------------	---------

From Public Building/Roads/Bridges	<u>7,707,975</u>
------------------------------------	------------------

TOTAL TRANSFERS

<u>8,207,975</u>

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ <u><u>10,075,895</u></u>

APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,824,844
--------------	--------------

District I	1,739,078
------------	-----------

District II	1,792,050
-------------	-----------

District III	2,095,575
--------------	-----------

County Engineer's Office	1,414,504
--------------------------	-----------

County Shop	730,031
-------------	---------

Bridge Maintenance	474,813
--------------------	---------

Environmental Cleanup	<u>5,000</u>
-----------------------	--------------

TOTAL APPROPRIATIONS

\$ <u>10,075,895</u>

TOTAL APPROPRIATIONS & TRANSFERS

\$ <u><u>10,075,895</u></u>

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,750,000
----------------	----	-----------

MISCELLANEOUS

Interest		60,000
----------	--	--------

TOTAL ESTIMATED REVENUES	\$	<u>6,810,000</u>
---------------------------------	----	------------------

Budgetary Fund Balance		<u>1,501,532</u>
------------------------	--	------------------

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>8,311,532</u></u>
--	----	-------------------------

APPROPRIATIONS

TRANSFERS

To General Fund	\$	603,557
-----------------	----	---------

To Gasoline Tax Fund		<u>7,707,975</u>
----------------------	--	------------------

TOTAL TRANSFERS		<u>8,311,532</u>
------------------------	--	------------------

TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>8,311,532</u></u>
---	----	-------------------------

PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	80,000
-------------------	----	--------

State Shared Revenue		313,000
----------------------	--	---------

Charges for Services		<u>64,000</u>
----------------------	--	---------------

TOTAL ESTIMATED REVENUES	\$	<u>457,000</u>
---------------------------------	----	----------------

Budgetary Fund Balance		<u>43,000</u>
------------------------	--	---------------

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>500,000</u></u>
--	----	-----------------------

TRANSFERS

Transfer to Gasoline Tax Fund	\$	<u>500,000</u>
-------------------------------	----	----------------

TOTAL TRANSFERS	\$	<u><u>500,000</u></u>
------------------------	----	-----------------------

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	<u>835,000</u>
----------------------	----	----------------

TOTAL ESTIMATED REVENUES	\$	<u><u>835,000</u></u>
---------------------------------	----	-----------------------

APPROPRIATIONS

Buildings Repair and Improvements	\$	<u>835,000</u>
-----------------------------------	----	----------------

TOTAL APPROPRIATIONS	\$	<u><u>835,000</u></u>
-----------------------------	----	-----------------------

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 440,000
Petroleum Inspection Fee - Act 84-185	117,000
4 cent Gasoline Tax	930,000
5 cent Gasoline Tax	460,000
Additional excise tax	32,000
TOTAL STATE SHARED REVENUES	\$ 1,979,000

MISCELLANEOUS

Interest	\$ 40,000
----------	-----------

TOTAL ESTIMATED REVENUES

Budgetary Fund Balance	\$ 2,019,000
------------------------	--------------

TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 1,676,000
--	---------------------

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	3,580,000

TOTAL APPROPRIATIONS	\$ 3,695,000
-----------------------------	---------------------

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 150,000
Interest Income	10,000
TOTAL ESTIMATED REVENUES	\$ 160,000

APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 160,000
TOTAL APPROPRIATIONS	\$ 160,000

APPRAISAL FUND

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 567,368
Montgomery County	714,263
Board of Education	625,885
Local Cities	1,108,797
TOTAL ESTIMATED REVENUES	\$ 3,016,313

APPROPRIATIONS

General Government	\$ 3,016,313
TOTAL APPROPRIATIONS	\$ 3,016,313

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 1,009,590
TRANSFERS	
Transfer from General Fund	<u>257,943</u>
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	<u><u>\$ 1,267,533</u></u>
APPROPRIATIONS	
General Government	\$ <u>1,267,533</u>
TOTAL APPROPRIATIONS	<u><u>\$ 1,267,533</u></u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 378,888
Client Fees	131,112
TOTAL ESTIMATED REVENUES	<u>\$ 510,000</u>
TRANSFERS	
Transfer From General Fund	366,008
TOTAL ESTIMATED REVENUES	<u><u>\$ 876,008</u></u>
APPROPRIATIONS	
Public Safety	\$ <u>876,008</u>
TOTAL APPROPRIATIONS	<u><u>\$ 876,008</u></u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	\$ <u>379,247</u>
TOTAL ESTIMATED REVENUES	<u><u>\$ 379,247</u></u>
APPROPRIATIONS	
Grant Appropriations	\$ <u>379,247</u>
TOTAL APPROPRIATIONS	<u><u>\$ 379,247</u></u>

**MONTGOMERY COUNTY COMMISSION
2018 - 2019 BUDGET**

GENERAL OBLIGATION WARRANTS 2015/2017 DEBT SERVICE FUND

TRANSFERS

Transfer from General Fund	\$ <u>3,832,625</u>
----------------------------	---------------------

TOTAL TRANSFERS	\$ <u><u>3,832,625</u></u>
------------------------	-----------------------------------

APPROPRIATIONS

Principal	\$ 2,720,000
-----------	--------------

Interest	<u>1,112,625</u>
----------	------------------

TOTAL APPROPRIATIONS	\$ <u><u>3,832,625</u></u>
-----------------------------	-----------------------------------

GENERAL OBLIGATION WARRANTS 2010-A DEBT SERVICE FUND

REVENUE AND TRANSFERS

Transfer from General Fund	\$ <u>1,355,375</u>
----------------------------	---------------------

TOTAL REVENUE AND TRANSFERS	\$ <u><u>1,355,375</u></u>
------------------------------------	-----------------------------------

APPROPRIATIONS

Principal	\$ 995,000
-----------	------------

Interest	<u>360,375</u>
----------	----------------

TOTAL APPROPRIATIONS	\$ <u><u>1,355,375</u></u>
-----------------------------	-----------------------------------

Emergency Management Communication District Board

2019 Proposed
Budget

Account Number Account Description

REVENUES

Department: 40000 - Non Dept

MS - Miscellaneous

47908	911 Fees	670,000
REVENUES Total		\$670,000

EXPENSES

Department: 51986 - Emergency Management Dist Bd

SA - Salaries and Benefits

110	Salaries	36,353
121	Retirement	4,058
122	Health Insurance	9,000
123	Life Insurance	75
124	Social Security	2,782
125	Workers Compensation	364

Account Classification Total: SA - Salaries and Benefits **\$52,632**

SB - Other Payroll and Benefits

101	Reimbursements to General Fund for Dispatch expense	230,000
-----	---	---------

Account Classification Total: SB - Other Payroll and Benefits **\$230,000**

OP - Other Operating

171	Dues and Membership Fees	3,000
180	Geographic Information Sys(GIS)	1,200
211	Office Supplies/Minor Equipment	13,649
219	Other Miscellaneous Supplies	25,000
240	Repair & Main - Software License	100,000
255	Cellular Service	60,000
265	Travel - Registration & Training	6,000
400	Equipment purchases-under capital asset threshold	3,000
499	Administration Expense	80,221
605	Long Term Lease-MCC project-City of Mtgy	87,298

Account Classification Total: OP - Other Operating **\$379,368**

CO - Capital Outlay

584	Display Stations/Data Entry Term	8,000
-----	----------------------------------	-------

Account Classification Total: CO - Capital Outlay **\$8,000**

EXPENSES Total **\$670,000**

REVENUE GRAND Totals: **\$670,000**

EXPENSE GRAND Totals: **\$670,000**

Grand Totals: **\$0**

A-18



AGENDA

SEP - 4 2018

STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180731084558859

Type License: 200 - MANUFACTURER

State: \$500.00 County: \$500.00

Type License:

State: County:

Trade Name: LAKE POINT VINEYARD AND WINERY

Filing Fee: \$50.00

Applicant: LAKE POINT VINEYARD AND WINERY LLC

Transfer Fee:

Location Address: 674 LAKE POINT DRIVE MATHEWS, AL 36052

Mailing Address: 674 LAKE POINT DRIVE MATHEWS, AL 36052

County: MONTGOMERY Tobacco sales: NO

Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP 00359 PG0078-0080 2018

Date Incorporated: 01/02/2018 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 01/02/2018

Alabama State Sales Tax ID: R009756485

Federal Tax ID: 82-1444690

Name:	Title:	Date and Place of Birth:	Residence Address:
RITA G LEWIS 7034905 - AL	OWNER	06/19/1964 KANSAS	674 LAKE POINT DRIVE MATHEWS, AL 36092

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

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

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

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

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

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

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

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

Contact Person: RITA G LEWIS

Home Phone: 334-517-8334

Business Phone: 334-517-8334

Cell Phone:

Fax:

E-mail: RITALEWIS500@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Previous License Number(s)

Applicant:

License 1:

License 2:

1-1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180731084558859

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **RITA G LEWIS 334-517-8334**
What is lessors primary business? **LANDLORD**
Is lessor involved in any way with the alcoholic beverage business? **YES**
Is there any further interest, or connection with, the licensee's business by the lessor? **N/A**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **600** Display Square Footage:
Building seating capacity: **16** Does Licensed premises include a patio area? **YES**
License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
Location is within: **COUNTY** Police protection: **COUNTY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180731084558859

Initial each

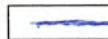
Signature page



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



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



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



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



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



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



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



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

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

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

Applicant Name (print): Rita G. Lewis

Signature of Applicant: 

Notary Name (print): James J. Mendez

Notary Signature: 

Commission expires: 8/1/2020

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20180731084558859



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: LESSOR IS
THE OWNER

Receipt Confirmation Page

Receipt Confirmation Number: **20180731084558859**
Application Payment Confirmation Number: 37210490

Payment Summary	
Payment Item	Fee
Application Fee for License 200	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
200 - MANUFACTURER	\$500.00	\$500.00	\$1,000.00
			\$0.00
Total Amount to be Charged	\$500.00	\$500.00	\$1,000.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 200 - MANUFACTURER
License Type 2:
License County: MONTGOMERY
Business Type: LLC
Trade Name: **LAKE POINT VINEYARD AND WINERY**
Applicant Name: **LAKE POINT VINEYARD AND WINERY LLC**
Location Address: 674 LAKE POINT DRIVE
MATHEWS, AL 36052
Mailing Address: 674 LAKE POINT DRIVE
MATHEWS, AL 36052
Contact Person: RITA G LEWIS
Contact Home Phone: 334-517-8334
Contact Business Phone: 334-517-8334
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

Famous Hand

ist dealer.

orth-South vulnerable.

NORTH

♠ J4
♥ A8
♦ Q1098
♣ J10952

WEST

♠ K1075
♥ 10
♦ 76542
♣ K63

EAST

♠ Q92
♥ K97652
♦ KJ
♣ 84

SOUTH

♠ A863
♥ QJ43
♦ A3
♣ AQ7

e bidding:

st South West North
P 2NT Pass 3NT

ening lead — ten of hearts.

his deal from the 1995 Spingold lockout teams dramatically demonstrates how a slight difference in mgment can radically affect the outcome of a deal.

The auction was identical at both les. South arrived at three notrump r East opened with a weak two-rt bid. Both Wests led the heart, and both declarers played the ht from dummy.

At one table, Mike Passell, East, cted not to take his king in order to p declarer from scoring three heart ks. This could have been the wing play on another layout, but on occasion it proved very costly.

Declarer. Lew Stansby, won the ten with the queen and played the A-Q-7 of clubs. West took his king on the third round and returned a low spade to East's queen, which held. The nine-of-spades return was also ducked by declarer, who still needed a ninth trick.

West won the spade with the king but found himself badly placed. He could not return a spade from the 10-7 into Stansby's A-8, so he shifted to a diamond. This helped South establish dummy's diamonds, and with the heart ace still in dummy as an entry, he had nine tricks.

At the other table, East, Zia Mahmood, grabbed the heart king at trick one and continued with a second heart, dislodging dummy's ace. Declarer, Chuck Burger, led a club to the queen, but West, Michael Rosenberg, did not take his king. Burger tried the ace and another club, but he was fighting a losing battle.

After winning the club king, Rosenberg returned the king of spades, ducked by declarer. A second spade was covered by the jack and queen, ducked again by South, and a third spade was taken by the ace.

Burger could do no better than cash his Q-J of hearts and exit with a spade, hoping West would win and be forced to yield a diamond entry to dummy. But with East holding the diamond K-J, declarer had no chance, and he finished down two.

Tomorrow: It's all so sensible.

©2018 King Features Syndicate Inc.

HOROSCOPE

By HOLIDAY MATHIS

ARIES (March 21-April 19). Ask yourself who is good for your life. Enough has happened to show you the honest truth in this regard. The one you are attracted to may be more fun than appropriate.

TAURUS (April 20-May 20). Maybe you can't take it with you, but can you still enjoy and appreciate material wealth without identifying yourself by it? You'll keep your perspective, always remembering that relationships are the true treasures of life.

GEMINI (May 21-June 21). You feel powerful, and you are powerful. Your perspective makes the world seem manageable, and this comes naturally to you. Help others get to the same place.

CANCER (June 22-July 22). There are days when you blink and things change. Then there are days and decades that go by without much change at all. This is one of those rare times when it's all up to you. To change or not to change, that's the question.

LEO (July 23-Aug. 22). The next small step is a small step (and perhaps even a symbolic one), but it's in an entirely new direction, which makes the repercussions quite large indeed.

VIRGO (Aug. 23-Sept. 22). You will find the hidden meanings and assimilate a deeper sort of knowledge about your topic of interests — mostly because you're curious and you ask good questions.

LIBRA (Sept. 23-Oct. 23). As the sign of partnership, it's rather natural for you to join a friend or a group to do the things you

enjoy, but company is not a prerequisite of the experience. Today you'll have just as much fun doing it alone.

SCORPIO (Oct. 24-Nov. 21). You've come up with some interesting ideas. Whether they are good ones or not, well, the jury is still out on that one. But you feel that there's something there, and right now that's enough of a reason to move forward.

SAGITTARIUS (Nov. 22-Dec. 21). Why flirt with disaster? Certain relationships have already proved to be no good for you. And as you steer away from those, you'll steer right into a very valuable new connection.

CAPRICORN (Dec. 22-Jan. 19). Relationships will have humble, unremarkable beginnings. You don't have to know what you're doing to start, but you have to start if you're ever going to know what you're doing.

AQUARIUS (Jan. 20-Feb. 18). Quite a lot will seem important to you today, yet you won't know what to do with the information. Take notes. It's a way of saving the things that matter without having to make a decision yet.

PISCES (Feb. 19-March 20). A mess can be very creative, but there are times such as today, in which the mess will hold you back instead. So organize it. Ordering your time and possessions well will help you become very accomplished.

TODAY'S BIRTHDAY (AUG. 27). A mystery will clear up, and you'll be able to see exactly what is needed to make your dream real. When you come to the fork in the road in October, the direction you must go will still be rather obvious to you. Love and adventure will happen in November. Family makes you proud and makes you money, too. Scorpio and Aquarius adore you. Your lucky numbers are: 20, 4, 44, 38 and 5.

Public Notices

RTISEMENT FOR BIDS

UTY VESTIBULES AT VARIOUS SCHOOLS

HILTON COUNTY BOARD OF EDUCATION
TON, ALABAMA

CT NO. 18-143

aled proposal will be received for work as described in the "Scope Of Work" : Jason Griffin, Superintendent, at the Chilton County Board of Education, n, Alabama, until 2:00 PM, Thursday, September 13, 2018, then opened and loud.

andatory site visit is available to contractors starting at Clanton Middle on Thursday, September 6, 2018, at 9:00 AM.

eneral Contractors bidding this project shall be required to visit the site and ne all existing conditions prior to submitting their proposal. All Bidders shall eneral liability and workman's compensation insurance.

al shall be bid excluding taxes. Bids must be submitted on proposal form fur- by the Architect or copies thereof. No bid may be withdrawn after sched- losing for receipt of bids for a period of sixty (60) days. The Owner reserves ht to reject any or all proposals and to waive technical errors if, in the Own- gment, the best interests of the Owner will thereby be promoted.

fied check or Bid Bond payable to the Chilton County Board of Education in ount not less than five percent (5%) of the amount of the bid, but in no more than \$10,000.00 must accompany the bidder's proposal if over 0.00 dollars. Performance and statutory labor and material payment bonds required at the signing of the Contract.

iders bidding in amounts exceeding that established by the State Licensing for General Contractors must be licensed under the provisions of Title 34- r 8, Code of Alabama, 1975, and must show evidence of license before bid- y. Bid will not be received or considered by the Architect. All bidders shall uch evidence by clearly displaying current license number on the outside of led envelope in which the proposal is delivered.

nic images of the documents may be viewed on-line and printed by General ctors, Sub Contractors and Suppliers by obtaining documents through the w keeasoc.com web site, by contacting the Architect at mckeelplans@gmail.co log-in information and password. Please provide company name, address, #, fax #, email address and GC License #. This is the only web site endorsed Architect. The Architect is unable to monitor, confirm and maintain websites e beyond his control. Addendums shall be posted on the above web site. The ct retains ownership and copyrights of the documents. If bidders require l sets the following shall apply: Submit to the Architect a deposit of \$75.00. The deposit shall be refunded for each set returned in reusable condition ten days after bid opening.

s and RFA's regarding the bid documents shall be sent and addressed thru owing e-mail account: haysec@mckeasoc.com. The Architect will not accept

Public Notices

Public Notices

In accordance with code of Alabama 1975 title 39 notice is hereby given that H & H Carpets Inc. has completed a project at Simpson Hall in dorm rooms on all 4 floors furnishing and installing vinyl plank all claims should be filed at H & H Carpets Inc. 645 Atlanta Highway Montgomery Alabama 36117 Mont. Adv. 8/20, 27, 9/3, 9/10/2018 3108371

MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by William P. Wall, a single man, originally in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Cadence Bank, N.A., on the 28th day of February, 2012, said mortgage recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in RLPY 04250 Page 0258; the undersigned Wells Fargo Bank, N.A., as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Montgomery, Montgomery County, Alabama, on September 11, 2018, during the legal hours of sale, all of its right, title, and interest in and to the following described real estate, situated in Montgomery County, Alabama, to-wit:

Lot 15, Block B according to the Halcyon Oaks Plat No. 18 as same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 40, at Page 151.

Property street address for informational purposes: 8357 Grand Oak Ct, Montgomery, AL 36117

THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY OR RECOURSE EXPRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF REDEMPTION OF ALL PARTIES ENTITLED THERETO

Alabama law gives some persons who have an interest in property the right to

Public Notices

estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate. This sale is subject to postponement or cancellation. Wells Fargo Bank, N.A., Mortgagee/Transferee

Rebecca Redmond
SIROTE & PERMUTT, P.C.
P.O. Box 55727
Birmingham, AL 35255-5727
Attorney for Mortgagee/Transferee
www.sirote.com/foreclosures
430154
Mont. Adv. 8/13, 8/20, 8/27/2018 3095053

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of a Manufacturer Alcohol License at this location, namely:

NAME: LAKE POINT VINEYARD AND WINERY

ADDRESS: 674 LAKE POINT DRIVE, MATHEWS, AL 36052

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT:

9:30 A.M. SEPTEMBER 4, 2018

In the Montgomery County Courthouse and Administrative Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission,

ATTN: Donald L. Mims, P.O. Box 1667, Montgomery, Alabama 36102-1667.

Donald L. Mims, County Administrator
Montgomery County Commission
Mont. Adv. 8/27/2018 3118768

Public Notices

said mortgage, will sell at public outcry to the highest bidder for cash before the main entrance of the Court House in Montgomery County, Alabama during the legal hours of sale (between 11am and 4pm), on the 10th day of September, 2018 the following property, situated in Montgomery County, Alabama, to-wit:

SITUATED IN THE COUNTY OF MONTGOMERY, AND THE STATE OF ALABAMA, TO-WIT: LOT 41, BLOCK 8, ACCORDING TO THE MAP OF YOUNG PLACE PLAT 1-D, AS SAID MAP APPEARS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA, IN PLAT BOOK 29, AT PAGE 178. PARCEL NO. 10-06-23-04-0005-041.000 COMMONLY KNOWN AS 1821 YOUNG FARM ROAD, MONTGOMERY, ALABAMA 36106

Said property is commonly known as 1821 Young Farm Rd, Montgomery, AL 36106. The indebtedness secured by said Mortgage has been and is hereby declared due and payable because of default under the terms of the Note secured by said Mortgage, including but not limited to, nonpayment of the indebtedness as and when due. The indebtedness remains in default, and this sale will be made for the sole purpose of paying the same, including all expenses of the sale, attorney's fees, and all other payments provided for under the terms of said Mortgage.

Said property will be sold subject to the following items, which may affect the title to said real property: all zoning ordinances; matters which would be disclosed by an accurate survey or inspection of the property; any outstanding taxes, including but not limited to, ad valorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public utilities, which constitute liens upon said property; all restrictive covenants, easements, rights-of-way, the statutory right of redemption pursuant to Alabama law.

2200
Birmir
(800)
FT216
File N
www.
Mont.
31088

NOTIC
CLOS
made
ness
execu
WOM
REGIS
NEE F
GAGE
20th
recon
Prob
ma, o
Book
Count
gale
ferred
nancia
the af
hereb
Pacific
Mortg
virtue
said m
to the
of the
in Mo
Alaba
ing th
follow
in Mo
-wit: L
THE C
PLACE
OF RE
JUDGE
COUNT
AT PA
BOOK
ANCE
NANTS
EASEM
ANY,
CORD
ERTY,
CES N
APPLIC
MENTS
AGAIN
MINER
gal des
ever th
known
MONTG
law giv
terest
is the
pro
ces. Pro
persons
process
ed to h
and pro
sure pr
on an
any ex
ceptions
those c
Office
county
property
be sold
tion of
subject
taxes (ir
whether
This sal
paying
said mo
of
Mortga
right to
estate
against
debted
This sal
cancel
LLC, Mo
LAW FIR
AS A
FEDERAL
TION OF
THAT Pl
torney I
Concours
ham, AL
(877) 813
Ad Run
08/27/20
ry-listing
Mont. Ac
3094558

The Rest

1-6

AGENDA

SEP - 4 2018



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2018; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the September 17, 2018, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Pike Road Town Hall, which is located at 9575 Vaughn Road, Pike Road, Alabama. The information session will begin at 5:00 p.m., with the formal session at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the September 17, 2018, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Pike Road Town Hall.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 4th day of September 2018.

BY: _____
Chairman

ATTEST: _____
County Administrator



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

SEP -4 2018

KEVIN J. MURPHY

CHIEF DEPUTY

COLONEL WANDA J. ROBINSON

DIRECTOR OF DETENTION

August 28, 2018

MONTGOMERY CO. COMMISSION
AUG 28 '18 4:39

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
6FSL Grant - \$50,567.23

Please find attached two (2) original Cooperative Agreements regarding the above referenced grant. Please place this matter on the next agenda and once approved, please have Mr. Dean sign where indicated on both originals and return same to my office.

If you have any questions, please do not hesitate to contact me at extension 1646 or Christie at extension 7106.

Thank you.

DC/crv

encls.

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

3-1

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$50,567.23 Total: \$50,567.23	5. Effective Dates Begin: 9/1/2018 End: 3/31/2019	6. Award Number: 6FSL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use Federal Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.

5. **Project Implementation:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. **Written Approval of Changes:** Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

Initial Here DC
3-2

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
 - c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

Initial Here DC
36

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name: Derrick Cunningham

Title: Sheriff

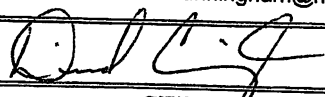
Agency Address: 115 S Perry Street, Montgomery, AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: 

Date: 8.28.18

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 101 S Lawrence Street, Montgomery, AL 36104

Phone Number: 334.832.1210

Signature:

Date:

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name:

Title, Agency, Agency Address, Phone Number:

Signature:

Date:

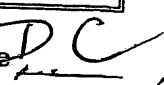
CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature:

Date:

Initial Here 

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here DC 312

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		
-------------------	-----------	--	--------	--	--

2. Audit will be submitted to ALEA Accounting Office by:		
	(Date)	

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name:

Title:

Signature:

AGENDA

SEP - 4 2018

To: Montgomery County Commission

From: Montgomery Election Center

Re: Memorandum of Understanding Regarding the Administration of the 2018 Montgomery City Council District Four (4) Special Election

Date: Tuesday, August 14, 2018

The Montgomery Election Center in the Office of Probate Judge Steven L. Reed has agreed to the Administration of the 2018 City of Montgomery Council District Four (4) Special Election. This agreement requires the Election Center to prepare, facilitate, and oversee this Special Election for the City of Montgomery. This election involves City of Montgomery District Four (4) which includes the following six (6) Municipal Precincts:

To wit:

- 4A Hunter Station Community Center**
- 4B Hayneville Road Community Center**
- 4C McIntyre Community Center**
- 4D Rufus Lewis Library**
- 4E Macedonia Miracle Kingdom & Worship Center**
- 4F Southlawn Elementary School**

The election Primary date is set for Tuesday, August 28, 2018. The Runoff or General Election date is set for Tuesday, October 09, 2018. This election will be conducted and concluded prior to the Mid-term General election scheduled in Montgomery County on Tuesday, November 06, 2018. This memorandum is meant to provide an explanation of the understanding between the City of Montgomery and the Election Center.

Darryl Parker
Elections Director

Memorandum of Understanding regarding the Administration of the 2018 Montgomery City Council District Four (4) Special Election

We the undersigned parties do hereby enter into this memorandum of understanding by and between the City of Montgomery, Montgomery County Commission, the Montgomery County Judge of Probate and the Montgomery Election Center (MEC) regarding the comprehensive administration of the 2018 Special Election for District four (4) City Council Seat. This memorandum is intended to outline the anticipated administrative and operational aspects of conducting the election(s), including, but not limited to the following: ballot preparation, voter education, election coordination, professional training for polling officials, coordination and assistance to the City Clerk, ballot and equipment training, Election Day administration, return coordination, administration of absentee voting and results reporting.

Each of the impacted precincts will be equipped with the necessary staff, equipment, supplies and ballots to efficiently and effectively conduct the Special Municipal election(s) as outlined below.

- 1. Professional Service/Equipment:** The Montgomery Election Center, on behalf of the Montgomery County Judge of Probate and Montgomery County Commission, will provide each of the impacted Montgomery City precincts with two (2) tabulators (Model DS200) and a metal ballot box along with each tabulator for use at each of the designated precincts. The largest precincts will be equipped with three (3) tabulators when prudent. Each tabulator will be programmed and extensively tested by the MEC for use during the Municipal Election. The cost for professional service associated with each tabulator is outlined in the attached budget schedule and will comprise the cost of the MEC's tabulation-based professional service and support in conducting and administering the 2018 Montgomery City Special Election(s).

Each precinct will also be equipped with specialized equipment to insure accessibility to voting for those voters who need assistance in casting a ballot. The voting accessibility terminals (ExpressVotes) will be located within each City of Montgomery precinct. Each City precinct will be equipped with one (1)

ExpressVote unit on Election Day. The cost for professional service associated with each ExpressVote is outlined in the attached budget schedule and will comprise the cost of the MEC's tabulation-based professional service and support in conducting and administering the 2018 Montgomery City Special Election(s).

- 2. Absentee Ballot Administration:** The Director of Elections shall serve as the Absentee Ballot Administrator for purposes of the City of Montgomery City Council District four (4) Special Election. Balloting will be administered by the Montgomery Election Center (MEC) of the Probate Judges Office of Montgomery County at the Montgomery County Election Center, 125 Washington Avenue. All ballots and supplies associated with absentee voting shall be procured by the City of Montgomery and delivered to the MEC. The attached proposed budget contemplates \$5,500 for Absentee Management.
- 3. Materials and Supplies:** The City of Montgomery shall be responsible for all costs of materials and supplies incurred during the administration of the Montgomery City Council District four (4) Special Election. As set forth in paragraph 11 below, the City of Montgomery shall be responsible for paying the costs of equipment delivery and precinct setup and take down. The estimated costs of ballots, supplies, equipment delivery and precinct setup and take down are specifically listed in Sections II and III of attached Exhibit A – Budget Estimate. The City and MEC points of contact listed below will coordinate the procurement and payment of supplies and materials received. All invoices for such materials, goods and services will be reviewed by the MEC and tendered to the Montgomery City Clerk for payment. Some costs may be processed as “reimbursable” to the County in order to achieve the best and most efficient cost savings to all parties involved. The costs for such materials and supplies will not exceed the estimated cost, per election, without the express written consent of the City Clerk.
- 4. Professional Support for the City Election:** The MEC will provide comprehensive administrative support and preparation in conducting the administrative aspects of the election. The Director of Elections shall serve as the primary contact from the MEC and will coordinate all activities with the City Clerk of the City of Montgomery and other designated representatives of the City

of Montgomery identified by the Clerk and/or the Mayor. The total cost for MEC's professional services, per election, shall not exceed the Professional Service/Equipment and Absentee Administration per-diem "subtotal" in Section I of attached Exhibit A – Budget Estimate.

- 5. Ballot Design and Configuration:** The MEC will be responsible for all aspects of ballot design, preparation, ordering of ballots and organization prior to distribution to the City Precincts. Ballot quantities will be calculated by MEC and recommended to the City's designated point of contact set forth below. Ballot proofs and recommended quantities will be approved by the City's point of contact. The City shall be responsible for the total cost of ballot layout, design and printing.
- 6. Logic and Accuracy Testing of Tabulation Equipment:** The MEC will perform comprehensive logic and accuracy testing on all tabulation and voter accessibility terminals prior to the election(s). The MEC will perform in-house testing, be available to conduct statutorily prescribed public testing and will conduct operational testing at the precinct level prior to Election Day. Testing materials and printed results of said testing will be retained at the MEC and be available for review/inspection.
- 7. Precinct Design, Layout and Coordination:** The MEC shall be responsible for configuration and coordination of the precinct design, traffic flow inside the precinct and placement of election equipment and other items within the designated precinct. The proposed layout will consider the number of registered voters assigned to said precinct and the number of recommended poll workers in an effort to streamline the voting process and minimize historically long lines and waiting.
- 8. Public/Candidate Assistance, Voter Education and Troubleshooting for Election Officials:** The MEC shall serve as a resource for polling officials and other election related personnel prior to, during and after the City Election. The MEC staff members are professionals who are trained in election administration and who are experienced in the resolution of election related concerns. The MEC, when feasible, will coordinate all aspects of the election in coordination

with City officials and in responding to questions, issues and concerns from candidate, polling officials, media representatives and the public prior to, on and after Election Day. The City of Montgomery has requested the MEC to undertake an aggressive Voter Education effort. The attached proposed budget contemplates \$5,000 for voter education.

9. Coordination of Election Related Supplies and Ballot Distribution: The MEC will coordinate the preparation and assimilation of election-related precinct supplies and the organization of ballot distribution. The MEC will coordinate all aspects of precinct supply preparation and will coordinate with the MEC designated delivery organization in having ballots, supplies and election equipment transported to each City precinct.

10. Printing of the List of Registered Voters: MEC will coordinate with the Montgomery County Board of Registrars in the printing and packaging of the Official List of Registered Voters for distribution to each precinct. MEC has designed a successful format for the List of Registered Voters that was successfully administered in the 2006 – 2016 Election Cycles. The successful format contemplates a three-ring booklet for use at each check-in table and the Help Desk at each precinct. The List of Registered Voters includes active voters listed on white pages and inactive voters listed on yellow pages. MEC shall retain a copy of the list for use on Election Day and will provide the City Clerk a copy of the comprehensive listing. Administrative and material costs may be charged to the City for this component of Election Administration.

11. Equipment and Ballot Supply Delivery: The City of Montgomery shall use and employ the contracted services of Pro Movers and Storage, the entity selected by the Montgomery County Commission via competitive bid, to deliver all election equipment, supplies, ballots and related items to the designated City precincts. Pro Movers, a professional organization with election-related expertise, is bonded and has experience in Montgomery County, Alabama. Pro Movers charges \$336 per precinct for the delivery, set-up, take-down and return of election equipment to MEC. The City of Montgomery agrees to work with the MEC in insuring cooperation and collaboration in confirming a delivery schedule for the City special election. Typically the delivery of election equipment, ballots

and related supplies begins a week prior to the election. The cost for this service is in addition to those set forth in Paragraph One (1) above.

12. Pre-Election Planning and Coordination: The MEC will conduct weekly status meetings with the City Clerk and designated City officials/representatives beginning the six weeks prior to each election. The weekly conference and planning meetings will be called by the City Clerk, at her discretion, and conducted at the MEC and will provide all parties an update on the planning and coordination for the City Election. The sessions will be planned for one hour. Notice will be provided electronically to participating parties of the election-related meetings, issues and proposed agenda prior to each session.

13. Polling Official Training: The MEC will develop, administer and conduct all aspects of training for polling officials. Training sessions and workshops for precinct leaders will be conducted at the MEC in advance of the official poll worker training. MEC will also conduct the statutorily prescribed poll worker training in a format that will enhance the experience of the polling official during such training.

Training will be conducted by experienced MEC staff and the format shall include interactive and electronic components, question and answer sessions and shall be uniformly administered. Printed materials, guides and workbooks will be designed and distributed by the MEC during the training sessions.

Senior polling officials typically expect refreshments to be served during training sessions. MEC encourages the provision of such refreshments by the City as such refreshments enhance the morale of the attending polling officials; however, the cost of such refreshments will be borne by the City of Montgomery. MEC will coordinate with the City and provide a recommended budget for this accommodation to polling officials.

14. Election Day Support and Coordination: The MEC will coordinate and administer all aspects of Election Day support, troubleshooting and election administration. The City will agree to provide adequate personnel from the Montgomery Police Department to assist in the delivery of Precinct Chief

Inspector packages prior to Election Day, in assisting the delivery of designated items to precincts on Election Day, for site support for each Precinct at various times during Election Day and in the return of tabulation cards to the MEC upon the closing of each precinct.

15. Election Return Coordination: The MEC shall be responsible for the design and coordination of Election Night returns and tabulation. This activity will be conducted at 125 Washington Avenue and will be administered in coordination with City Officials and designated representatives. Security, traffic control, street closure, tent rental, return assistance and related components will be administered with the assistance of City officials and the participation and cooperation of the Montgomery Police Department.

16. Points of Contact: In an effort to streamline communication between the City of Montgomery and the Montgomery Election Center, the two designated contacts listed below will serve as official representatives between the two entities to ensure the continuity of services and efficiency in administration.

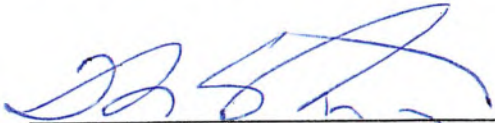
Darryl Parker
Director of Elections
125 Washington Avenue
Montgomery, 36104
334.832.7744

Brenda Blalock
City Clerk
103 North Perry Street
Montgomery 36104
334.241.2195

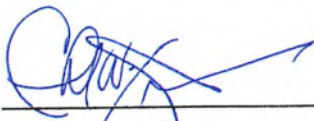
17. Other Costs and Accommodations: The City of Montgomery shall be responsible for all costs associated with mailing, official public notices, printing and publications, polling official expenses and related unforeseen or emergency related costs that may be incurred during the administration of the 2018 City of Montgomery Special Election for City Council District four (4) seat. All parties will work in the spirit of collaboration and good faith in the administration of this/these election(s).

Executed this the _____ day of _____, 2018.

FOR THE CITY OF MONTGOMERY:

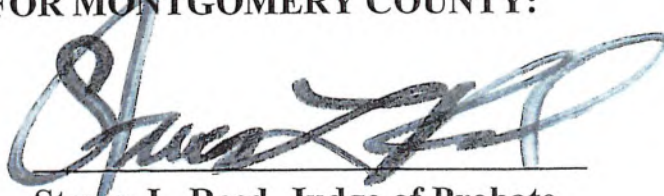


Todd Strange, Mayor



Charles W. Jinright, President

FOR MONTGOMERY COUNTY:



Steven L. Reed, Judge of Probate

Elton Dean, Chairman

Budget for Special Montgomery City Election(s): 2018
The Montgomery Election Center
in collaboration with
The City of Montgomery, Alabama

I. Professional Services / Equipment:	General	Run-Off	Notations
Tabulators: 6 Precincts x 2 = 12 @ \$350 per tabulator	\$ 4,200.00	\$ 4,200.00	
Express Votes: 6 Precincts x 1 = 6 @ \$350 per Express Vote	\$ 2,100.00	\$ 2,100.00	
Absentee Voting (Temp.)	\$ 8,000.00	\$ 8,000.00	
Per Diem for Management:	\$ 5,750.00	\$ 5,750.00	
I. Subtotal:	\$ 20,050.00	\$ 20,050.00	
<u>Professional Services Includes:</u> Comprehensive Professional Services for election. Associated supplies include Tabulator Paper Rolls and Security Seals. Full Election Administration, Tabulation, Reporting, Testing and Customer Service for voting public, including Absentee Voting and Voter Education. Director of Elections will serve as Absentee Ballot Manager.			
II. Ballots and Delivery (Estimates):	General	Run-Off	Notations
Ballots: 15,000 @ .40 per ballot	\$ 6,000.00	\$ 6,000.00	
Absentee @ .40 per ballot	\$ 800.00	\$ 800.00	
Programming / Shipping	\$ 1,000.00	\$ 1,000.00	
Ballot Delivery	\$ 3,000.00	\$ 3,000.00	
II. Subtotal:	\$ 10,800.00	\$ 10,800.00	
III. Materials / Supplies (Budgetary Estimates):	General	Run-Off	Notations
Precinct Supplies: 6 Precincts Printed Supplies, forms, envelopes, poll lists, voter lists, duct tape, swabs, signage, pens, markers, and related items for each precinct	\$ 3,000.00	\$ 3,000.00	

III. Materials / Supplies (Budgetary Estimates):	General	Run-Off	Notations
Provisional Supplies: 6 Precincts Provisional Kits for each precinct including envelopes, ballot box, and related items / forms for provisional voters	\$ 900.00	\$ 900.00	
List of Registered Voters: Paper, Binders, Cover Labels, Preparation, and Assembly of list for each precinct (2 per precinct):	\$ 1,500.00	\$ 500.00	
Poll Worker Training Booklets and Materials:	\$ 500.00		
Refreshments for Poll Workers (training sessions):	\$ 600.00		
Postage:	\$ 2,000.00	\$ 2,000.00	
Public Notice	\$ 10,000.00		
Communications:	\$ 1,000.00	\$ 1,000.00	
Transportation: Site Visit, other misc. related expenses	\$ 250.00	\$ 250.00	
Poll Worker / Personnel Cost:	\$ 25,070.00	\$ 25,070.00	
Accessibility Supplies:			
Signature Shields, Voting Instructions, Information buttons, etc.	\$ 250.00		
Absentee Supplies:	\$ 700.00	\$ 700.00	
Privacy Cardboard Dividers for Precincts:	\$ 750.00		
Precinct Mapping Supplies:	\$ 200.00	\$ 200.00	
Printing and Supplies	\$ 750.00	\$ 750.00	
III. Subtotal:	\$ 47,470.00	\$ 34,370.00	
Budget Recap:			
I. Professional Services:	\$ 20,050.00	\$ 20,050.00	
II. Ballots and Delivery:	\$ 10,800.00	\$ 10,800.00	
III. Materials / Supplies:	\$ 47,470.00	\$ 34,370.00	
TOTAL BUDGET:	\$ 78,320.00	\$ 65,220.00	

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

SEP - 4 2018

August 14, 2018

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to renew our subscription to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. There is no increase over last year's contract price of \$49,000 per year and this item is budgeted for 2019.

attachments

CH

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

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

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

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

5-1



ASSESSMENT ADVISORS, LLC

736 N. Western Avenue, #393
Lake Forest, IL 60045
toll free phone & fax: 1-888-226-9585
www.IncomeApproach.com

INVOICE

Billing Contact: Clay Henley, Chief Appraiser
Montgomery County Appraisal Department
131 S. Perry Street
Montgomery, AL 36104

Attention: Clay Henley | CLAYHENLEY@mc-ala.org

Invoice Number: 1820

Invoice Date: July 26, 2018

For: **IncomeWorks 2018** renewal for Montgomery County, AL

Description: Montgomery County, AL release of IncomeWorks 2018; updated to the most current data year, results as-of October 1, 2018.

Prior Year (2017) Base License Fee:	\$49,000
* Fee Increase 0% (up to 3% per license)	+ 0
2018 Renewal License Fee:	\$49,000

**In appreciation of your continued business, the license fee remains unchanged from the prior year.*

TOTAL DUE: **\$49,000.00** [forty nine thousand dollars]

Remit via Paper Check...

Payable To: Assessment Advisors, LLC
Address: 736 N. Western Avenue, #393
Lake Forest, IL 60045

For ACH transfer...

Bank: BANK OF AMERICA
ABA Routing Number: 081904808
Checking account name: Assessment Advisors, LLC
Account Number: 002916245070
Our address: 736 N. Western Avenue, #393, Lake Forest, IL 60045
Bank Address: Bank of America, 780 N. Western Avenue, Lake Forest, IL 60045

For domestic wire transfer...

Bank: BANK OF AMERICA
Wire Transit Number: 026009593
Checking account name: Assessment Advisors, LLC
Account Number: 002916245070
Our address: 736 N. Western Avenue, #393, Lake Forest, IL 60045
Bank Address: Bank of America, 780 N. Western Avenue, Lake Forest, IL 60045

Questions? Call Tim VanKirk toll free 1-888-226-9585 or email: tim@incomeapproach.com

THANK YOU!

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Montgomery County, Alabama, by and through the Montgomery County Commission ("Licensee") hereby agree to amend the IncomeWorks Software License Agreement ("Agreement"), effective October 2016, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for the period of January 1, 2019 to December 31, 2019.
3. Renewal Data Release Year: IncomeWorks 2018, results as-of October 1, 2018.
4. Licensee will pay Assessment Advisors a license fee, for the renewal term set forth above, of Forty-Nine Thousand Dollars [\$49,000] detailed as follows:

Prior Year Base License Fee	\$ 49,000
3% Increase per Agreement	+ 1,470
Courtesy Discount	- 1,470
IncomeWorks 2018 Renewal Fee	\$ 49,000

5. The renewal fee will be invoiced July 26, 2018 along with the emailing of this Amendment. Assessment Advisors will commence work upon receipt of payment. Allowing time for payment processing and up to 60 days for Assessment Advisors to complete research for the renewal release, payment received in August will guarantee fastest release (during October). For a November release, payment must arrive in September. Payment received in October 2018 will ensure release prior to expiration.
6. On the release date for IncomeWorks 2018, Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Timothy VanKirk, MAI
President

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

AGENDA

SEP - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: August 13, 2018

RE: Contract No. 52601-17P-024
Manage and Operate a Community- Based
Adolescent Alternative Program

I request that the attached Amendment No. 1 to The Bridge Inc. contract to Manage and Operate a Community- Based Adolescent Alternative Program be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 1, 2018 and ending on September 30, 2019.

The Bridge Inc. chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Presiding Judge Johnny Hardwick and Beverly Wise, Acting Juvenile Administrator.

Attachment

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

Amendment
To
Contract # 52601-17P-024

Amendment No. 1

Contract with The Bridge Inc., Inc. to manage and operate community- based adolescent alternative program, is hereby extended for one (1) year beginning October 1, 2018 and ending September 30, 2019.

There will be no price increase during this contract period

All other provisions of the contract will remain the same.

WITNESS:

THE BRIDGE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

SEP - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: August 9, 2018

RE: Contract No. 51988-17B-010
Vending Machine Services

I request that the attached Amendment No. 1 to Buffalo Rock Company of Montgomery, Alabama contract for vending machine services be considered for approval on a future agenda.

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

Buffalo Rock Company of Montgomery, Alabama chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

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

Attachment

•

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

Amendment
To
Contract # 51988-17B-010

Amendment No. 1

Contract for vending machine services, is hereby extended for one (1) year beginning August 15, 2018 and ending August 14, 2019.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

BUFFALO ROCK COMPANY OF
MONTGOMERY, ALABAMA

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: August 13, 2018

RE: Contract No. 52110-16B-033
Oil Change and Tire Rotation Service

I request that the attached Amendment No. 2 to Stivers Ford Lincoln contract for oil change and tire rotation services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning October 1, 2018 and ending on September 30, 2019.

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

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

Attachment

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

Amendment
To
Contract # 52110-16B-033

Amendment No. 2

Contract with Stivers Ford Lincoln for oil change and tire rotation service, is hereby extended for one (1) year, beginning October 1, 2017 and ending September 30, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

STIVERS FORD LINCOLN

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

SEP - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 9, 2018

RE: Contract No. 52110-16B-038
Footwear

I request that the attached Amendment No. 2 to Gulf States Distributors contract for footwear be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning October 17, 2018 and ending on October 16, 2019

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

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

Attachment

•

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

**Amendment
To
Contract # 52110-16B-038**

Amendment No. 2

Contract with Gulf States Distributors for footwear, is hereby extended for one (1) year, beginning October 17, 2018 and ending October 16, 2019.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: August 13, 2018

RE: Contract No. 53000-16B-037
Metal Pipe

I request that the attached Amendment No. 2 to Gulf Atlantic Culvert Co., Inc. contract for metal pipe be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning October 17, 2018 and ending on October 16, 2019

Gulf Atlantic Culvert Co., Inc. would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

•

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

Amendment
To
Contract # 53000-16B-037

Amendment No. 2

Contract with Gulf Atlantic Culvert Co., Inc. for metal pipe is hereby extended for one (1) year, beginning October 17, 2018 and ending October 16, 2019.

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

All other provisions of the contract remain the same.

WITNESS:

GULF ATLANTIC CULVERT CO., INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

August 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Montgomery Youth Facility

The Commission recently approved a proposal from Borden Morris Garner Consulting Engineers to design a surge suppression system for MYF. General Services Director Lamar Allen would like to expand the proposal to include an assessment of cameras, access control, lighting, fire alarm, and plumbing. The cost of the assessment is \$13,000.

I request that the proposal be placed on the next agenda.



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

August 16, 2018

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

RE: Montgomery County Youth Facility
1113 Airbase Blvd. Montgomery, AL 36108

Mr. Allen,

Per your email to me dated August 7, 2018, we propose to provide detailed assessments in the subject facility. The facility is approximately 50,000 sf and includes detention areas as well administrative areas. The assessments will include cameras, access control, power, lighting, fire alarm, and plumbing. The assessments for each system will describe existing conditions, make recommendations for improvements, and provide preliminary cost estimates. These assessments will not include any design drawings or specifications.

Assessment will include the following systems with associated fees:

Camera System – Complete camera system inside and outside the existing facility.
Assessment Fee - \$1700

Access Control System – This will include access control for administrative area as well as the electric locking system for the detention areas.
Assessment Fee - \$1700

Power system – This will include electrical service, switchboards, panelboards, feeders, receptacles, generator, etc.
Assessment Fee - \$2500

Lighting System – Will include a survey of lights in all building areas and lighting controls. Can upgrades improve on energy efficiency? Will also survey exit lights and emergency lights required for means of egress.
Assessment Fee - \$300

Fire Alarm System – Will review existing fire alarm system to determine if system is adequate and code compliant.
Assessment Fee - \$300

Plumbing – This will include survey all plumbing systems as well as witnessing camera testing of selected underground sanitary lines.
Assessment Fee - \$3500

Testing Sanitary Lines – This will include camera testing of selected underground sanitary lines.
Assessment Fee - \$3000

D. Stanley Borden, P.E., ELECTRICAL

James H. Morris, P.E., MECHANICAL

D. Morgan Garner, P.E., ELECTRICAL

11-2

TOTAL ASSESSMENT FEES FOR ALL STSTEMS - \$13,000

Please let us know if you have any questions that we need to address. Also indicate your approval.

We appreciate the opportunity to make this proposal and look forward to hearing from you soon.

Sincerely,



D. Stanley Borden, P.E

Approved By:

Mr. Lamar Allen
Director General Services
Montgomery County Commission

Copy to: Florence Cauthen

D. Stanley Borden, P.E., ELECTRICAL

James H. Morris, P.E., MECHANICAL

D. Morgan Garner, P.E., ELECTRICAL 11-3

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

August 15, 2018

SEP - 4 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Blue Cross Blue Shield Health Plan Administrative Fees, COBRA, Dental,
Workers Comp Insurance Renewal and FSA Administration

Attached is a letter from BlueCross Blue Shield of Alabama regarding Blue Cross Blue Shield Health Plan Administrative Fees, COBRA, Dental, Workers Comp Insurance Renewal and FSA Administration. Health Equity will continue to administer the flexible spending account plan for \$3.95 per participating contract per month. This amount is the same as last year's amount.

In addition, the Blue Cross administrative fees to process the health claims will increase from \$42.50 to \$43.75 per contract per month for Health and from \$2.00 to \$2.10 per contract per month for Dental. Worker's Compensation fees will remain at 8.4% of paid claims. The recommended COBRA rates effective October 1, 2018-September 30, 2019 are the same as last year and outlined as follows:

The PPO COBRA combined health and dental rates will remain:

1. Single - \$741.02
2. Family - \$1303.08

The HMP COBRA combined health and dental rates will remain:

1. Single - \$651.45
2. Family - \$1149.59

I am requesting the County Commission place this item on a future agenda.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -
P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

12-1



**BlueCross BlueShield of
Alabama**

June 26, 2018

Montgomery County Commission
Attention: Scott Kramer
101 South Lawrence Street
Montgomery, AL 36104

Dear Scott,

The Blue Cross and Blue Shield of Alabama Administrative Fee will change to: \$43.75 per contract per month for Health and \$2.10 per contract per month on Dental. The administrative fee will remain \$1.00 per contract per month for the data interfacing with the current behavioral health carrier. The FSA/HRA administrative fee will remain at \$3.95 per participating contract per month. For participants with multiple accounts, the fee is charged for only one account. Worker's Compensations administrative fee will remain 8.40% of paid claims. Teladoc admin fee will remain at \$2.05 per contract per month on the HMP plan.

The PPO COBRA rates will remain:

Single Health \$725.43

Family health \$1,247.99

The HMP COBRA rates will remain:

Single Health \$635.86

Family Health \$1,094.50

The Dental COBRA rates will remain:

Single dental \$15.59

Family dental \$55.09

PPO Combined single health and dental =
\$741.02

PPO Combined family health and dental =
\$1,303.08

HMP combined single health and dental =
\$651.45

HMP combined family health and dental =
\$1,149.59

The above fees and COBRA rates are effective October 1, 2018-September 30, 2019.

Please sign below indicating your acceptance of these fees and acknowledge Montgomery County Commission will be renewing with Blue Cross and Blue Shield of Alabama.

Signature: _____

Please let me know if you have any questions.

Sincerely,
Nora Boyd
Nora Boyd
Account Manager

4465 Park Boulevard Montgomery, Alabama 36116-1626

An Independent Licensee of the Blue Cross and Blue Shield Association

12-2

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

DANIEL HARRIS, JR.
ISALAH SANKEY
DOUG SINGLETON



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

AGENDA

SEP - 4 2018

August 16, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: 2018 Property Insurance and Excess Liability

Attached is an email from AssuredPartners regarding 2018 Property Insurance and Excess Liability. The rates and deductible amount for property insurance will remain the same as this past year with Affiliated FM.

The rates for liability insurance will remain the same as this past year with States Risk Retention Group.

I am requesting the County Commission place these items on a future agenda.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

13-1

Tammy Nix

From: Ivy Crumpton <Ivy.Crumpton@assuredpartners.com>
Sent: Thursday, August 16, 2018 9:18 AM
To: Donald Mims
Cc: Tammy Nix; Junie Pierce
Subject: Montgomery County Commission 2018 Property & Excess Liability

After checking with both our Property and Excess Liability underwriters we have determined that your Liability coverage will be renewed at the same premium and same retention and the Property policy will carry the same rates as last year. The Property renewal premium will vary based on the property values when you provide your final figures.

Last year's premiums are as follows:

Excess Liability: \$185,572
Property: \$111,512.58

Please let me know if you have any questions or need additional information.

Ivy Crumpton

Account Executive



5251 Hampstead High St.

Unit. 200

Montgomery, AL 36116

P 334.270.6798 F 334.270.6797

www.assuredpartners.com

DISCLAIMER

SEP - 4 2018

SEP - 4 2018

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 9/4/18 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			3,700	4,300	100	1,000	3,050	12,150
C-2018-104	Alabama World Affairs Council, Inc.	Educational Programs	1,000					1,000
NC-2018-136	City of Montgomery, BONDS	Fair Meadows Community Neighborhood Assoc.		2,000				2,000
	Total Appropriations 9/4/18		1,000	2,000	0	0	0	3,000
	APPROPRIATED BUDGET BALANCE		2,700	2,300	100	1,000	3,050	9,150
	<i>Daniel Z. Morris</i> 9/4/18							
	County Administrator	Date						

14-1

SEP - 4 2018

16-1

August 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Final Pay Application from Central Contracting, Inc.

Please find attached an application for final payment of \$111,753.75 to Central Contracting, Inc., for the Fleet Maintenance Shop.

I request that the final payment to Central Contracting, Inc., be placed on the next agenda.

APPLICATION AND CERTIFICATE FOR PAYMENT		AIA DOCUMENT G702		PAGE 1 OF 5 PAGES
TO OWNER: Montgomery County Commission 101 South Lawrence St. Montgomery, AL 36104	PROJECT: VIA ARCHITECT:	Sheriff's Maintenance Warehouse 1872 Terminal Rd. Montgomery, AL 36108	APPLICATION NO: 10 PERIOD TO: 7/15/2018 PROJECT NOS: 16-001 CONTRACT DATE: 9/5/2017	Distribution to: Owner ☒ Architect ☒ Contractor ☐
FROM CONTRACTOR: Central Contracting, Inc. PO Box 733 Wetumpka, AL 36092		Robinson and Associates Architecture, Inc. 906 South Perry St. Montgomery, AL 36104		
CONTRACT FOR: Construction				
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below in connection with Contract Continuation Sheet, AIA Document G703, is attached.				
1. Original Contract Sum 2. Net change by change orders 3. Contract sum to date 4. Total completed 5. Total stored materials 6. Total completed and stored 7. Retainage: a. 0% of completed Work b. 5% of stored materials Total Retainage (7a+7b) 8. Total earned less retainage (Line 6 less Line 7 Total) 9. Less previous certificates for Payment (Line 8 previous certificate) 10. Current Payment Due 11. Balance to finish, plus retainage (Line 3 less Line 7)	\$1,605,000.00 \$ (98,895.65) \$1,506,104.35 \$1,506,104.35 \$ - \$1,506,104.35 \$0.00 \$0.00 \$0.00 \$1,506,104.35 \$1,394,350.60 \$111,753.75 (\$0.00)	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificate for Payment were issued and payments received from Owner, and That current payment shown herein is now due. CONTRACTOR: Central Contracting, Inc. By: <u>[Signature]</u> Date: <u>7-16-18</u> State of: Alabama County of: Elmore Subscribed and sworn to before me this <u>16th</u> day of <u>July</u> Notary Public: <u>Karen S. McGuire</u> My Commission Expires: <u>10/19/19</u> ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. AMOUNT CERTIFIED: <u>\$1,117,530.75</u> (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the payment of the Amount Certified.) ARCHITECT: <u>[Signature]</u> Date: <u>07/26/18</u> This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to The Contractor named herein. Issuance, payment and acceptance of payment are Without prejudice to any rights of the Owner or Contractor under this Contract.		
CHANGE ORDER SUMMARY Total changes approved in Previous months by Owner Total approved this month TOTALS NET CHANGES by Change Order		DEDUCTIONS \$0.00 \$36,673.75 \$135,569.40 \$135,569.40 (\$98,895.65)		

17-2

FINAL WAIVER & RELEASE OF LIEN

PROJECT: Montgomery County Sheriff's Maintenance Shop

PROPERTY: 1862 Terminal Road, Montgomery, AL 36108

OWNER: Montgomery County Commission

CONTRACTOR: Central Contracting, Inc.

CONTRACTOR'S ADDRESS: 205 Jeanette Barrett Industrial Blvd, Wetumpka, AL 36092

By signature herein and acceptance of final payment, I hereby release and waive any and all claims of lien, whether mechanic's lien, material man's lien, or other lien which might arise from and be asserted in connection with the work performed as a condition precedent to receiving final payment, against any property, improvements, estate, of interest of any person or entity whatsoever. By signature herein and acceptance of final payment, I hereby certify that all to whom payment is due in connection with this work performed as a condition precedent to receiving final payment shall be paid in full.

BY: EARL RYSER

Signature: *Earl Ryser*

Title: President

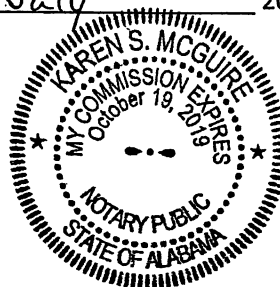
State of Alabama County of: Elmore

Before me, the undersigned authority on this date personally appeared Earl Ryser, known to me to be the person whose name is subscribed to the forgoing instrument, and, being duly sworn, acknowledge to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements contained therein are true.

Sworn to and subscribed before me this 9th day of July 2018.

Karen S. McGuire

Notary Public – My Commission Expires 10/19/2019





General Contractor's One Year Warranty

Central Contracting Inc. warrants that all materials and equipment furnished under this contract, dated are of good quality, and are free from asbestos.

Central Contracting Inc. warrants for a period of one year, from the date of acceptance, all labor and materials incorporated in this project, against defects, excluding remedy for damage caused by abuse or modifications not executed by Central Contracting Inc., improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Project: Montgomery County Commission Sheriff's Maintenance Warehouse
1872 Terminal Road Montgomery Alabama

Date of Acceptance: 5 June 2018

Warranty Expiration: 5 June 2019

BY: _____

Earl Ryser, President

HO: CENTRAL CONTRACTING, INC.
205 JEANNETTE BARRETT BLVD.
WETUMPKA, AL 36092

choose to know
Montgomery Advertiser
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared Debbie Arbelo who on oath, says that she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama: that the attached copy of advertisement, being a Legal in the matter of:

LEGAL NOTICE IN ACCORDANCE WITH CHAPTER 1 TITLE 39 CODE

Ad Number: 0002950693

Was published in said newspaper in the issue(s) of:

05/31/18, 06/07/18, 06/14/18, 06/21/18

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is \$323.40

Subscribed and sworn to before me this 22nd day of June
by Debbie Arbelo who is personally known to me.

Debbie Arbelo

Affiant

Shalawn Williams

Notary Public

SHALAWN WILLIAMS
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES NOV. 18, 2020

LEGAL NOTICE
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that Central Contracting, Inc. (Contractor) Contractor, has completed the Contract for Construction of (Name of Project)
Montgomery County Commission Sheriff Maintenance Shop at 1872 Terminal Road, Montgomery, AL 36108 (Insert location data in County or City) for the State of Alabama and Montgomery County for the Montgomery County Commission (Owner), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify
Robinson and Associates Architecture, Inc.
906 South Perry Street,
Montgomery, AL 36104
(Architect)
Central Contracting, Inc.
205 Jeanette Barrett Industrial Blvd
Wetumpka, AL 36092
Mont. Adv. 5/31, 6/7, 6/14, 6/21/2018
2950693



LEGAL NOTICE IN ACCORDANCE WITH CHAPTER 1 TITLE 3

175

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

SEP - 4 2018

DEPARTMENT: County Commission **REQUESTED BY:** Donald L. Mims 8/29/18
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 8/29/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	001-51100.211	11,400	(1,498)	9,902
Copy Machine Rental	001-51100.223	7,100	1,200	8,300
Telephone	001-51100.251	3,100	400	3,500
Cellular Service	001-51100.255	5,100	418	5,518
Digital Cable Service	001-51100.259	550	106	656
Surety Bonds	001-51100.273	250	(250)	0
Public Official Insurance	001-51100.275	2,850	(376)	2,474
				0
Employee Benefits	001-51988.142	600	(339)	261
Food and Supplies	001-51988.218	23,400	200	23,600
Other Misc Supplies	001-51988.219	1,000	139	1,139
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 55,350	\$ 0	\$ 55,350

JUSTIFICATION: To realign the budget to cover expenses through FY 2018.

Request Number: 2

COUNTY COMMISSION APPROVAL: _____

Administrator Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

SEP - 4 2018

Request Number: 1

DEPARTMENT: FINANCE REQUESTED BY: Sherrill Thomas 8/29/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/29/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Copy Machine Rental	001-51110.223	2,600	306	2,906
Telephone	001-51110.251	780	332	1,112
Advertising	001-51110.253	260	65	325
Travel	001-51110.265	3,000	(703)	2,297
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 6,640	\$ 0	\$ 6,640

JUSTIFICATION: Realign the budget to cover operating expense for FY 2018.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 5

AGENDA

SEP - 4 2018

DEPARTMENT: Probate - Elections REQUESTED BY: Judge Steven Reed 8/15/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/15/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☒
Agenda ☐

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Election Worker's Fees	001-51911.175	131,450	(20,185)	111,265
Advertising	001-51911.253	60,000	(10,000)	50,000
Other Supplies-Ballots	001-51911.219	117,696	60,000	177,696
Fund Balance	001.35900		(29,815)	(29,815)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 309,146	\$ 0	\$ 309,146

JUSTIFICATION: To cover the increased expenses for ballots and other election supplies for the 2018 Regular Primary and Run-Off Elections.

AGENDA

SEP - 4 2018

COUNTY COMMISSION APPROVAL: _____

Administrator Date

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 5

AGENDA

SEP - 4 2018

DEPARTMENT: Tax & Audit REQUESTED BY: Terri Henderson 08/29/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 08/29/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Refund Prior Year Revenue	001-51800-335	57,887	59,309	117,196
Contract Services	001-51800-304	142,113	(59,309)	82,804
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 200,000	\$ 0	\$ 200,000

JUSTIFICATION: Transfer \$59,309 from Contract Services to fund Prior Year Refunds of general fund portion of sales and use taxes due back to taxpayers.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

SEP - 4 2018

DEPARTMENT: Youth Facility REQUESTED BY: Beverly Riddle Wise 8/29/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/29/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Electricity	001-52602.244	144,000	900	144,900
Other Miscellaneous Supplies	001-52602-219	20,000	1,300	21,300
Repair and Maintenance of Buildings	001-52602.231	44,960	9,338	54,298
Natural Gas	001-52602.245	27,376	8,000	35,376
Water and Sewer	001-52602.246	17,000	5,000	22,000
Telephone	001-52602.251	25,000	2,400	27,400
Contract Services	001-52502.304	30,000	5,000	35,000
Professional Services	001-52602.307	55,000	23,500	78,500
Groceries	001-52602.328	105,000	(33,000)	72,000
Other Equip purchases	001-52602.591	0	29,144	29,144
Repair & Maintenance	001-52603.234	5,000	2,726	7,726
Office Supplies	001-52603.211	2,500	(2,500)	0
Revenue-DYS Subsidy	001-40000.44272	(170,300)	(51,808)	(222,108)
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 305,536	\$ 0	\$ 305,536

JUSTIFICATION: To realign the budget to cover operating expense. Recognize additional revenue received to cover the increases of Building HVAC repairs and consulting fees.

SEP - 4 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 500419220 (Replace S Roy)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date September 10, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 08/22/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/22/2018

Sherrill Thomas

Finance Director

Date 8/24/2018

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 Deputy Sheriff Trainee
Position Number 550430057 (replace F Rush)
Pay Grade PCT Pay Range 30,096
Proposed Effective Date September 10, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 08/21/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/21/2018

Sherrill Thomas

Finance Director

Date 8/21/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 19

AGENDA

SEP - 4 2018

Date: 8/17/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Pelham Civic Complex, Pelham, AL
Departure Date: October 9, 2018 Return Date: October 12, 2018
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend AL Society of Professional Land Surveyors Fifty-Fifth Annual
Fall Conference and Tech Expo

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

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

Total (est.) Cost: \$808.00 Advance Registration Required: \$598.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: For 2019 budget year. Registration to be paid early for discount.
Fund #111.15350

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

The above request is app. 9/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$808.00 and advance registration of \$598.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$9,930.00</u>	
Budget Available:	<u>\$70.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$70.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 8/21/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

SEP - 4 2018

Date: August 27, 2018
To: Donald L. Mims, Administrator
From: James Williams
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: September 18, 2018 Return Date: September 20, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the (ARPF) Alabama Recreation & Parks Foundation Fall Workshop

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

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

Total (est.) Cost: \$612.16 Advance Registration Required: \$125.00

Department Name: Recreation Department Fund Name: Recreation

Additional Comments: Registration - \$125.00 (Hotel-\$116.00 x 2) = 262.16 (Meals x 3= \$225.00)

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 9/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$612.16 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>008-57200.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,500.00</u>
Approved Requests:	<u>\$912.66</u>
Budget Available:	<u>\$1,587.34</u>
Current Requests:	<u>\$612.16</u>
Budget Balance:	<u>\$975.18</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/29/18

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 14

AGENDA

SEP - 4 2018

Date: August 28, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: September 19, 2018 Return Date: September 19, 2018
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend Trauma: The Impact on Children and Our Work with Them
conference

Traveler (s) Name: 1. Preston Frazier 4. Kim Parham (Admin leave only)
2. Jimmy Rogers 5.
3. Amanda Ashurst 6.

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

Total (est.) Cost: \$120.00 Advance Registration Required: \$120.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Please mail check payable to Children's Policy Cooperative
c/o Beverly Alldredge, Family Court,
120 2nd Court North, Birmingham, AL 35204

To: Beverly Riddle Wise

From: Donald L. Mims, Administrator

The above request is app. 9/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$120.00 and advance registration of \$120.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$9,752.80</u>	
Budget Available:	<u>\$247.20</u>	
Current Requests:	<u>\$120.00</u>	
Budget Balance:	<u>\$127.20</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/29/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 21

AGENDA

SEP - 4 2018

Date: August 29, 2018
To: Donald L. Mims, Administrator
From: Ronda Walker
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: September 26, 2018 Return Date: September 27, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA CGEI Leadership Class

Traveler (s) Name: 1. Ronda Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$219.88 Advance Registration Required: \$185.00

Department Name: County Commission Fund Name: General Fund

Additional Comments: Registration- \$185.00 Meals - Provided Mileage- 2x \$17.44 = \$34.88

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 9/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$219.88 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$22,262.61</u>
Budget Available:	<u>\$237.39</u>
Current Requests:	<u>\$219.88</u>
Budget Balance:	<u>\$17.51</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/29/2018

cc: Finance Director / Buyer

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: August 28, 2018

RE: Invitation to Bid No. 52200-18B-027
Kitchen Equipment for Detention Facility

Request that rules be waived and approve of award on the above referenced Invitation to Bid to the low bid of Hawk Inc., in the amount of \$59,795.00, based on unit pricing, be placed on the agenda for the County Commission September 4, 2018. (Copy of spreadsheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO : Donnie Mims
County Administrator

FROM : Derrick Cunningham
Sheriff

DATE : August 28, 2018

SUBJECT: Bid Approval

Please approve the bid award to Hawk Inc., for kitchen equipment for the Montgomery County Detention Facility (Jail) in the amount of \$59,795.00. I want to waive rules to have installation done in the 2018 Fiscal Year Budget.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4960
FAX 334.832.7115

WWW.MONTGOMERYSHERIFF.COM

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

28-2

Purchasing Department

[illegible]

Notes:

Mobile Fixtures states in proposal pricing is firm until 10/1/2018

Pueblo Hotel Supply disqualified; vendor was a no show for mandatory pre-bid meeting.

Tammy Nix

From: Joey Marquez <joey@allianceinsgroup.com>
Sent: Wednesday, August 22, 2018 11:28 AM
To: Donald Mims
Cc: Tammy Nix; Mike Hicks
Subject: Medical Stoploss Renewal from Alliance Insurance Group
Attachments: SL 2018-19.pptx

AGENDA

SEP - 4 2018

Follow Up Flag: Follow up
Flag Status: Flagged

Donnie,

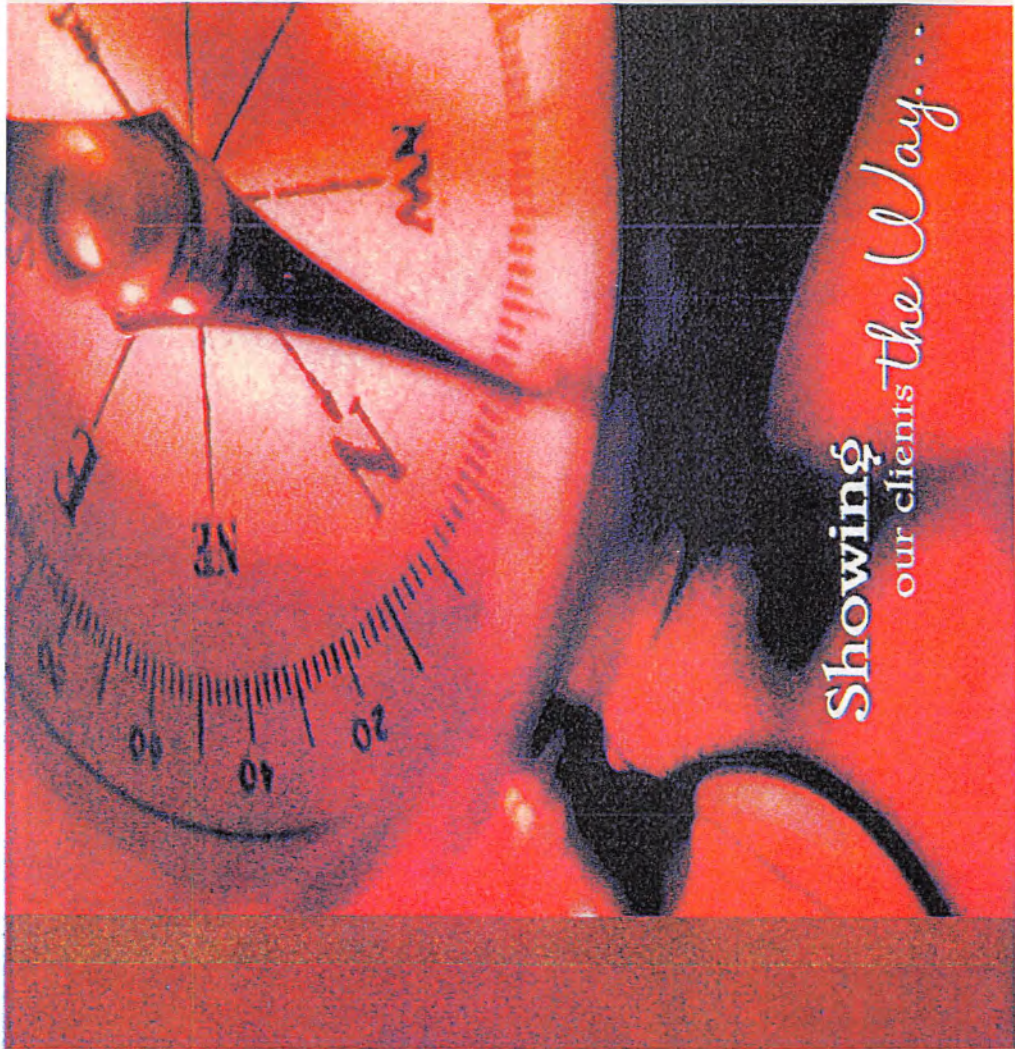
Thank you for your time yesterday and for allowing us to present your 2018-19 Medical Stoploss Renewal. I've attached an electronic copy for you use. As we discussed in our meeting yesterday, we market your risk to 15 different stoploss carriers from across the county. As a realist of that effort, Optum, your incumbent carrier was our best quote. I wanted to note a couple of reasons we made this recommendation

- **Experience Reward Option (ERO):** by renewing with Optum, you keep your ERO credit in play, this year we expect that number to be in the \$20,000 range. NOT renewing with Optum, or selecting another bid would forfeit that refund.
- 9.5% on the renewal is a fair offer based on loss ratio, experience and outstanding claims liability. Trend in this component of medical cost is averaging between 10-13% year over year. While 9.5% is fair, they did offer options to increase your risk for decreased premium.
 - I would recommend looking strongly at the \$260,000 deductible and taking advantage of the premium reduction. In studying your outstanding claims risk, you don't have anyone close to hitting \$250k so adding more risk would lead to minimal exposure.
- Our Marketing efforts were met with mixed results, most carriers declined to offer a quote due to the premium your case generates vs the expected risk. Basically they believe the premium to be too low and there for decline. We did have a few others offer but none were any more competitive than Optum's renewal offer.
- Alliance Insurance Group is asking for an increase in our fee. Our normal compensation schedule calls for an increase in year three. The \$15,000 we quoted this year will hold for 2 years going forward.
 - As requested, for comparison we serve several other county's. While this is public record, I prefer not to provide a copy of their proposal as their is Protected Health Information (PHI) in their proposal, just as there is in yours. Our fee varies for each group and based on different acquisition costs and administrative responsibilities.
 - Tuscaloosa County Commission
 - 1/1/18 Stoploss Fee:\$25,000
 - Cullman County Commission
 - 10/1/18 Stoploss Fee: \$12,000

If you have any other question or comments, please don't hesitate to reach out to Mike or myself. We look forward to continuing to serve the County.

Thanks,

Joey Marquez
Alliance Insurance Group
9064 Helena Road
Birmingham, Alabama 35124
Cell: 205.789.2221
Office: 205.238.5290
joey@allianceinsgroup.com



Alliance Insurance Group
Employee Benefit Consultants

www.AllianceInsGroup.com | 866.396.3967

Medical Stoploss Renewal
for:

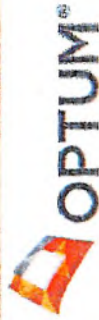
Montgomery County Commission

By:
Alliance Insurance Group

29.3



Medical Stoploss



Effective Date: October 1st 2018
 Contract Terms: 48/12
 Laser Liability: None

Estimated Enrollment: 1173 Contracts
 Maximum Specific Benefit: Unlimited

Specific Stoploss Coverage:	Expiring Optum	Renewal	Option 2	Option 3
Deductible:	\$250,000	\$250,000	\$260,000	\$250,000
Aggregating Deductible:	\$20,950	\$20,950	\$20,950	\$20,950
On New Laser Policy	No	No	No	Yes
Experience Reward	Yes	Yes	Yes	Yes
Specific Rates:				
Single:	\$ 7.44	\$8.04	\$7.67	\$8.44
Family:	\$18.00	\$19.43	\$18.53	\$20.40
Specific Premium	\$166,564	\$179,870	\$171,558	\$188,838
Alliance Insurance Group Fee	\$12,000	\$15,000	\$15,000	\$15,000
Estimated Annual Premium:	\$178,564	\$195,870	187,558	\$203,838
% Change		9.5%	5%	14.1%

Aggregating Specific Deductible: For every dollar you change the deductible the premium exchange is dollar for dollar.

On New Laser Policy:

No new lasers will be placed on the contract going forward. At renewal, the most the premium can increase is 55%
 Optum Experience Reward Rider: As of 8/07/18 the estimated ERO refund for the 2017-18 plan year is approximately \$20,000. This is an estimate and could change based on claims experience.

EMPLOYEE BENEFIT CONSULTANTS

29-4



Terms and Conditions



- ~ Experience Refund is included in the above specific rates.
 - ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
 - ~ Current plan has been quoted.
 - ~ The Plan will have Network: BC BS Case Manager: BC BS TPA: BC BS OF AL
 - ~ Retirees are considered Covered Persons for benefits under the Excess Loss Policy.
 - ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
 - ~ Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
 - ~ This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
 - ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
 - ~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.
- Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 8/10/18.*

E M P L O Y E E B E N E F I T C O N S U L T A N T S

29.5



Claims and Risk Recap



Member Name	Relationship	Age	Simple Diagnosis	Claims Paid	Reimbursement
Matthew Askew	Male Sub	39	Cancer	\$129,385	\$0
Voodro Harris	Male Sub	80	Cancer	\$125,779	\$0
Iorton Christburg	Female Sub	64	Cancer	\$169,938	\$0

EMPLOYEE BENEFIT CONSULTANTS

29-6



Experience Reward Option Summary



016-2017 Plan Year

remium Paid (net of commission)	\$152,582.61
laims against premium	\$0
avings Ratio required by Optum	.60
available for claims	\$91,549
efund %	25%
efund Check (3/8/18)	\$22,887.39
% of premium refunded	15%

E M P L O Y E E B E N E F I T C O N S U L T A N T S

29-7

Tammy Nix

From: Derryn Moten <dmoten@alasu.edu>
Sent: Monday, August 20, 2018 12:57 AM
To: Donald Mims; Tammy Nix
Subject: Resolution

AGENDA

SEP - 4 2018

Good morning Donny,

Let me know if this "resolved" doesn't suit the Commissioners and I'll redraft it.

Therefore, be it resolved, the Montgomery County Commission sincerely apologizes for the harm and hardships caused to the Alabama State College students who did nothing wrong in their February 25, 1960 sit-in demonstration at the Montgomery County Courthouse cafeteria as racial segregation is antithetical to the principles enshrined in the Declaration of Independence declaring that all persons are born equal, and that all persons are endowed with inalienable rights.

--

Thank you,

Derryn Moten

Derryn E. Moten, Professor and Chair
Department of History and Political Science
George Washington Trenholm Hall, Room 209
Alabama State University
915 S. Jackson Street
Montgomery, AL 36104
(334) 2294433 office
(334) 229-5621 fax

Tammy Nix

From: Derryn Moten <dmoten@alasu.edu>
Sent: Monday, August 20, 2018 12:57 AM
To: Donald Mims; Tammy Nix
Subject: Resolution

Good morning Donny,

Let me know if this "resolved" doesn't suit the Commissioners and I'll redraft it.

Therefore, be it resolved, the Montgomery County Commission sincerely apologizes for the harm and hardships caused to the Alabama State College students who did nothing wrong in their February 25, 1960 sit-in demonstration at the Montgomery County Courthouse cafeteria as racial segregation is antithetical to the principles enshrined in the Declaration of Independence declaring that all persons are born equal, and that all persons are endowed with inalienable rights.

--

Thank you,

Derryn Moten

Derryn E. Moten, Professor and Chair
Department of History and Political Science
George Washington Trenholm Hall, Room 209
Alabama State University
915 S. Jackson Street
Montgomery, AL 36104
(334) 2294433 office
(334) 229-5621 fax

Tammy Nix

From: Derryn Moten <dmoten@alasu.edu>
Sent: Monday, July 09, 2018 3:51 PM
To: Donald Mims
Cc: Tammy Nix
Subject: draft resolution
Attachments: ALSBE Resolution Re 1960 ASC Student Expulsion_02172018 (1) (1).doc

Hi Donny,

The draft resolution that I created for President Ross to present to the State Board of Education is attached. It has all of the pertinent information about the wrongful punishment of Alabama State College students and faculty in 1960.

--

Thank you,

Derryn Moten

Derryn E. Moten, Professor and Chair
Department of History and Political Science
George Washington Trenholm Hall, Room 209
Alabama State University
915 S. Jackson Street
Montgomery, AL 36104
(334) 2294433 office
(334) 229-5621 fax

Resolution

Whereas, relying on State of Missouri ex rel. Gaines v. Canada, 1938; Fisher v. Hurst, 1948; Sweat v. Painter, 1950; McLaurin v. Oklahoma State Regents, 1950; Tureaud v. Board of Supervisors of Louisiana State University, 1954; Lucy v. Adams, 1955; Board of Trustees of University of North Carolina v. Frasier, 1956. the landmark Browder v. Gayle 1956 case argued that the Supreme Court of the United States “weakened and destroyed the separate but equal concept” in college education; and

Whereas, in Browder v. Gayle, the Court ruled “there is no rational basis upon which the separate but equal doctrine can be validly applied to public carrier transportation within the City of Montgomery and its police jurisdiction,” effectively ending the Montgomery Bus Boycott, and eradicating segregated seating by race on Montgomery City buses; and

Whereas, four years later, imbued by Browder v. Gayle, and by student sit-in protests taking place across the south, Alabama State College students staged a non-violent protest against the racially-segregated lunch counter at the Montgomery County Courthouse cafeteria in Montgomery, Alabama on February 25, 1960, Alabama’s first “sitdown” protest; and

Whereas, on February 27, 1960 Alabama State College students held a prayer meeting and pep rally at the First Street Baptist Church pastored by Reverend Ralph Abernathy; and

Whereas, on February 28, 1960 Alabama State College students marched to the steps of the Alabama State Capitol where they sang the National Anthem and said the Lord’s Prayer; and

Whereas, on or about March 1, 1960, Alabama Governor John Patterson, Ex-Officio Chairman of the Alabama State Board of Education, ordered Alabama State College President H. C. Trenholm to expel the student ringleaders of the Montgomery County Courthouse demonstration which the Alabama State Board of Educator sanctioned at its special March 2, 1960 meeting; and

Whereas, Alabama State College President Trenholm expelled students Bernard Lee of Norfolk, Virginia, St. John Dixon of National City, California, Edward E. Jones of Pittsburgh, Pennsylvania, Leon Rice of Chicago, Illinois, Howard Shipman of New York, New York, Elroy Emory of Ragland, Alabama, James McFadden of Prichard, Alabama, Joseph Peterson of Newcastle, Alabama, and Marzette Watts of Montgomery, Alabama for “CONDUCT PREJUDICIAL TO THE SCHOOL, AND FOR CONDUCT UNBECOMING A STUDENT OR FUTURE TEACHER IN SCHOOLS OF ALABAMA, OR FOR INSUBORDINATION AND INSURRECTION, OR FOR INVITING OTHER PUPILS TO LIKE CONDUCT;” and

Whereas, President Trenholm placed on probation, “pending good behavior,” the following students and Alabama residents: Henry Allen of Seale, Richard Ball of

Fairfield, Willis C. Battle of Phenix City, Cornelius Benson of Birmingham, Samuel Bouie of Anniston, Floyd Coleman of Sawyerville, Henry Crawford of Montgomery, Isham Harris of Troy, Jonathan Hicks of Chatom, Andrew Williams Jones of Birmingham, Eddie Lee McSwain of Eufaula, Theophilus Moody of Camden, Joe Louis Reed of Evergreen, William Renfroe of Roba, Robert Lee Woods of Heiberger, James Earl Davis of Prichard, Thomas C. Ervin of Heflin, Jerry Lee Johnson of Colinsville, Trenholm Hope of Selma, and Lee Foster of Montgomery; and

Whereas, the headline, “Student Ouster Sparks Negro College Walkout,” The Montgomery Advertiser on March 2, 1960 reported Rev. Ralph Abernathy, “president of the pro-integration Montgomery Improvement Association” as saying “the expulsion order was one of the greatest blunders in the history of education in Alabama;” and

Whereas, on March 4, 1960, students from Alabama State College, Tuskegee Institute, and Talladega College gathered in the evening at Beulah Baptist Church in Montgomery where Dr. Martin Luther King, Jr. addressed them, and Bernard Lee announced a scholarship fund for any student expelled; and

Whereas, on March 7, 1960, Dexter Avenue Baptist Church held a prayer service in solidarity for the nine expelled Alabama State College students and where a phalanx of city, county, and state police officers held back a crowd of 5,000 whites who assembled steps away from the church; and

Whereas, on March 8, 1960, Alabama State College students marched on South Jackson Street near campus carrying placards that read, “1960 not 1860,” “9 down, 2,000 to go,” “Who’s President of ASC—Patterson or Trenholm,” “Alabama versus The Constitution,” “Democracy died on March 4, 1960,” and where police arrested 35 students of whom 32 were convicted in the Montgomery Recorder’s Court; and

Whereas, on March 27, 1960, The Montgomery Advertiser carried an Associate Press story, “State Board Order: Trenholm Plans to Purge ‘Disloyal’ Faculty,” where State Superintendent Frank Steward said he had “learned that at least 11 members of Alabama State faculty haven’t been loyal,” and

Whereas, in a 9-1 vote, the State Board of Education, at the behest of Gov. John Patterson, terminated Dr. L. D. Reddick on June 14, 1960, without due process, from his position as Chair of the History Department at Alabama State College for alleged Communist associations; and

Whereas, Dr. Reddick wrote Crusader Without Violence: A Biography of Martin Luther King, Jr., the first biography of Dr. King, while at Alabama State College; and

Whereas, Dr. Reddick’s termination precipitated hue and cry across the nation with newspaper headlines such as “Academic Freedom Dies in Colleges as Desegregation Fight Rages,” “AAUP Denounces Patterson for Firing Negro Professor,” “Firing ‘Reprisal’ Says Reddick,” “Reddick Fired Because of Book, Sit-Ins,”; and

Whereas, in September 1960, the Montgomery Improvement Association honored those Alabama State College professors forced to leave the school for alleged perfidy including Associate Professor of English Mary Fair Burks, Assistant Professor of English JoAnn Robinson, Instructor of Music Robert Williams, and Professor of History L. D. Reddick;

Now Therefore be it Resolved, that the State Board of Education seeks reconciliation with now Alabama State University for the State Board of Education's decision to expel nine Alabama State College students, the State Board's decision to place twenty other students on probation, and the State Board's decision to terminate disloyal faculty members including the State Board's decision to fire Dr. Lawrence D. Reddick for his bogus association with the American Communist Party,

Now Therefore be it Further Resolved, that the State Board concedes that it punished Alabama State College students and faculty members without due process, that it falsely accused Alabama State College students and faculty members of disloyalty to the State and the College, that the Constitution of the United States protected students' and faculty members' right to protest Jim Crow laws in Alabama, a point underscored by St. John Dixon, et al., v. Alabama State Board of Education, et al., 294 F. 2d 150; 1961, and that the State Board is contrite for turmoil its actions in 1960 caused in the careers and lives of Alabama State College students, faculty, and administrators.

Done this, 19th day of February 2018.

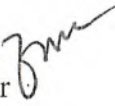
AGENDA

SEP - 4 2018

August 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: APCo Contract for Electric Service for Detention Facility

To qualify for certain discounted rates for electric service, the Detention Facility must maintain a certain level of usage. Usage has dropped, and a different rate will be applied. APCo estimates that the cost of service will increase approximately \$6,000 per year.

I request that the Contract for Electric Service at the new rate be placed on a future agenda.

CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into this ____ day of _____, 2018 ("Effective Date") between **ALABAMA POWER COMPANY** ("Company") and **MONTGOMERY COUNTY COMMISSION** ("Customer"). Company and Customer may be referred to individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. Rules, Regulations and Rates. Alabama state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Alabama Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Contract as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by Company upon Customer's request and are available for viewing on Company's website <http://www.alabamapower.com>.

3. Term. The term of this Contract shall be Five (5) years (see Paragraph 12) from the Commencement of Electric Service under this Contract. The Contract shall continue in effect thereafter until terminated by either Party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service to Premises.

The characteristics of the service to be furnished under this Contract are as follows:

- | | |
|---|--|
| a. Premises Location: | <u>220 S. McDonough Street, Montgomery, Alabama 36104 (current Account # 12293-48002)</u> |
| b. Frequency: | <u>Approximately Sixty (60) Hertz</u> |
| c. Voltage and Phase: | <u>277/480 Volts, Three Phase</u> |
| d. Delivery Point: | <u>The point of connection between Company's 277/480 volt three phase service conductors and Customer's 277/480 volt service entrance conductors locating inside Customer's walk in vault in Jail Building on Adams Street side at Customer's Jail facility at 220 S. McDonough Street in in the City of Montgomer7 in Montgomery County, Alabama.</u> |
| e. SIC: | <u>9223</u> |
| f. NAICS: | <u>922140</u> |
| g. Rate Schedule: | <u>Rate BTAL</u> |
| h. Service Level: | <u>Secondary Service Level</u> |
| i. Rate Rider: | <u>CTD (see Paragraph 12)</u> |
| j. Commencement of Electric Service not later than: | <u>Next meter read date after Effective Date of Contract</u> |
| k. Contract Capacity: | <u>800 kVA</u> |
| l. Minimum Billing Demand: | <u>See Rate Schedule.</u> |

5. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

31.2

8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.

9. Remedies. In the event of default by either Party, the non-defaulting Party may pursue any and all judicial and administrative remedies and relief available.

10. Non-waiver. The Parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

11. Confidentiality. Unless otherwise required by law, regulation or judicial or regulatory order, the Parties shall treat as Confidential and Proprietary the provisions of this Contract as well as all knowledge and information concerning the business of the other Party which may be acquired in the course of negotiation or performance of this Contract (the "Information") and neither Party shall disclose such Information to any third party (other than employees, servants, counsel or agents of such Party who have a need to receive Information for the performance of such Party's obligations under this Contract), without the prior written consent of the other Party.

12. Rate Rider CTD. Customer has requested Rate Rider CTD be attached to and made a part of this Contract. Customer understands that this Contract may only be terminated following five (5) years' written notice to Company. Furthermore, Customer understands that failure to provide the required five (5) years' written notice to Company to cancel this Contract may result in liquidated damages paid to Company by Customer as set forth in Paragraph TERMINATION OF AGREEMENT FOR ELECTRIC SERVICE in Rate Rider CTD.

For the avoidance of doubt, the applicable discount will begin at Year 5 of the CTD discount rate, in recognition of Customer's ongoing receipt of service from the Company.

12. Miscellaneous. A waiver of one or more defaults by either Party shall not be deemed a waiver of any other or subsequent default by such Party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in Paragraph 4 herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the Parties. No modification of this Contract, except as provided in Paragraph 2 above, shall be binding unless it is in writing and accepted by the Parties. This Contract shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

MONTGOMERY COUNTY COMMISSION

ALABAMA POWER COMPANY

By: _____

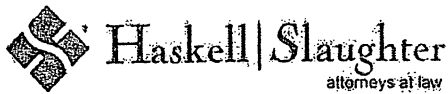
By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

August 15, 2018

TT6

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Contract for Electric Service with Alabama Power Company

I have reviewed your memorandum of August 15, 2018. I have also reviewed the following:

Contract for Electric Service with the Alabama Power Company

Rate XLPTL Light and Power – Time -of-Use-Large (Alternate)

Usage Report for the Detention Facility from June 2015-May 2018

Master Contract for Electric Service with the Alabama Power Company dated October 23, 2006.

As you are aware, there was much controversy about this contract at the last MCC meeting. However, if a majority of the Commissioners are in favor then I opine that the contract is acceptable as is and will be binding on all parties upon execution.

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

50051-317

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

August 15, 2018

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract for Electric Service with Alabama Power Company

During the August 6, 2018 County Commission meeting, Deputy Administrator Florence Cauthen presented a memo regarding APCo Contract for Electric Service for Detention Facility and related documents.

Attached is the memo and the following documents:

- Contract for Electric Service with the Alabama Power Company
- Rate XLPTL Light and Power – Time-of-Use – Large (Alternate)
- Usage Report for the Detention Facility from June 2015 – May 2018

Also, attached is a copy of the Master Contract for Electric Service with the Alabama Power Company dated October 23, 2006.

Please review the attached documents and issue an opinion by Noon, Thursday, August 16, 2018 as to whether the Contract is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

31-5

RATE XLPTL LIGHT AND POWER - TIME-OF-USE - LARGE (ALTERNATE)



By order of the Alabama Public Service Commission dated March 2, 2010 in Informal Docket # U-4226.

The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for April 2018 billings.

PAGE 1 of 4	EFFECTIVE DATE March 18, 2010	REVISION Eighth
----------------	----------------------------------	--------------------

AVAILABILITY

Available in all areas served from the interconnected system of the Company.

APPLICABILITY

Applicable for lighting, power and miscellaneous electric service when the Consumer's entire electrical requirements are furnished by the Company. Service to more than one premises shall not be combined. Service shall not be resold or shared with others. Rate LPTL is applicable to industrial consumers as determined by Alabama Power Company with a minimum demand of 500 kW occurring at least once during the year. Rate LPTL is also applicable to commercial consumers as determined by Alabama Power Company with an actual minimum demand of 850 kW occurring at least once during the year. No new or additional accounts will be served under this rate.

CHARACTER OF SERVICE

Three-phase service directly from the Company's 44 kV or higher transmission system (transmission) or distribution lines (primary). Three phase service at the secondary voltage of transformation facilities supplied from the Company's transmission system (primary) or distribution system (secondary). The Company shall not be required to serve loads of over 20,000 kW of capacity except from its transmission facilities of 115 kV or higher.

MONTHLY RATE (SECONDARY)

Base Charge:
\$1,000.00 per customer; plus

Charge for Energy:

JUNE 1 through SEPTEMBER 30
13.8775¢ per kWh (on-peak)
6.0975¢ per kWh (intermediate)
3.4375¢ per kWh (off-peak)

OCTOBER 1 through MAY 31
6.0975¢ per kWh (intermediate)
3.4375¢ per kWh (off-peak)

31-6

**RATE XLPTL
LIGHT AND POWER - TIME-OF-USE - LARGE
(ALTERNATE)**



By order of the Alabama Public Service Commission dated March 2, 2010 in Informal Docket # U-4226.

The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for April 2018 billings.

PAGE 2 of 4	EFFECTIVE DATE March 18, 2010	REVISION Eighth
----------------	----------------------------------	--------------------

DEFINITION OF TIME-OF-USE PERIODS

The on-peak period for June 1 through September 30 is defined as being those hours between 12:00 noon and 7:00 p.m., Monday through Friday. The intermediate period is defined as being those hours between 10:00 a.m. to 12:00 noon and between 7:00 p.m. to 9:00 p.m., Monday through Friday. All other hours are off-peak.

The intermediate period for October 1 through May 31 is defined as being those hours between 7:00 a.m. and 9:00 p.m., Monday through Friday. All other hours are off-peak.

For the purpose of this rate, the following holidays are considered off-peak: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When any of the foregoing holidays fall on Sunday, the Monday following shall be considered off-peak.

DETERMINATION OF BILLING CAPACITY

The capacity for billing purposes shall be the greater of the measured maximum integrated fifteen (15) minute capacity during each billing period of approximately thirty (30) days measured in kW or seventy-five percent (75%) of the contracted capacity or 500 kW, whichever is greatest.

ADJUSTMENT FOR TRANSFORMATION FACILITIES

The monthly charges shall be reduced by fifty-four cents (54¢) per kW of billing capacity whenever the Consumer furnishes all required transformation facilities supplied from distribution lines. The monthly charges shall be reduced by one dollar and thirty cents (\$1.30) per kW of billing capacity whenever the Consumer furnishes all required transformation facilities supplied from transmission lines.

ADJUSTMENT FOR LOW POWER FACTOR

The bill calculated at the above rates shall be increased in the amount of thirty cents (30¢) per month per kVa of capacity requirements in excess of the kVa of capacity corresponding to a power factor of ninety percent (90%). The excess of kVa to which such charge applied shall be determined by dividing the maximum kW capacity recorded in the current billing month by 0.90 and subtracting the results from the kVa capacity requirements at the time of occurrence of such maximum kW capacity.

31-7

**RATE XLPTL
LIGHT AND POWER - TIME-OF-USE - LARGE
(ALTERNATE)**



By order of the Alabama Public Service Commission dated March 2, 2010 in Informal Docket # U-4226.

The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for April 2018 billings.

PAGE 3 of 4	EFFECTIVE DATE March 18, 2010	REVISION Eighth
----------------	----------------------------------	--------------------

MINIMUM BILL

With the exception of Consumers on Rate Rider RGB, no monthly bill will be rendered for less than the Base Charge, plus \$2.00 times the monthly billing capacity, plus applicable adjustments for transformation facilities, plus applicable provisions of Rate ECR (Energy Cost Recovery) and Rate T (Tax Adjustment). For Consumers using Supplementary Power on Rate Rider RGB, no monthly bill will be rendered for less than the Base Charge, plus \$5.00 times the monthly billing capacity, plus applicable adjustments for transformation facilities plus applicable provisions of Rate ECR (Energy Cost Recovery) and Rate T (Tax Adjustment).

PAYMENT

Bills for service rendered hereunder are payable within ten (10) days from the due date and if not paid within such period become delinquent and subject to charges as set forth in the Company's Rules and Regulations.

TERM OF CONTRACT

Service under this rate shall be for a minimum period of five (5) years. Service shall continue beyond the minimum period unless and until terminated by at least one (1) year's written notice by either party.

ENERGY COST RECOVERY

The amount calculated at the above rate will be increased under the provision of the Company's Rate ECR (Energy Cost Recovery) by applying the effective Energy Cost Recovery Factor.

RATE STABILIZATION AND EQUALIZATION

Rate RSE (Rate Stabilization and Equalization Factor) is incorporated in this rate and will be applied to adjust (increase or decrease) kWh charges calculated hereunder.

**ADJUSTMENT FOR COMMERCIAL OPERATION
OF CERTIFICATED NEW PLANT**

Rate CNP (Adjustment for Commercial Operation of Certificated New Plant) is incorporated in this rate and will be applied to increase kWh charges calculated hereunder.

31-8

**RATE XLPTL
LIGHT AND POWER - TIME-OF-USE - LARGE
(ALTERNATE)**



By order of the Alabama Public Service Commission dated March 2, 2010 in Informal Docket # U-4226.

The kWh charges shown reflect adjustment pursuant to Rates RSE and CNP for application to monthly bills effective for April 2018 billings.

PAGE	EFFECTIVE DATE	REVISION
4 of 4	March 18, 2010	Eighth

NATURAL DISASTER RESERVE

The amount calculated at the above rate will be increased under the provisions of the Company's Rate Rider NDR (Natural Disaster Reserve) by applying the effective NDR Charge.

GENERAL

The amount calculated at the above rate is subject to possible tax adjustments as set forth in Rate T (Tax Adjustment) and to rules and regulations approved or prescribed by the Alabama Public Service Commission, including any Special Rules and Regulations governing the application of this rate.

31.9

**MONTGOMERY COUNTY COMMISSION, dba -**

Mailing Address: 220 S MCDONOUGH ST MONTGOMERY AL 36104
Lat: 32.3745300 Long: -86.3052300

Phone Number: 334-8321259 **Premise Number:** 122934800

Company: Alabama Power **Account Status:** Active

Op. Center: Montgomery **Account Opened:** 04/08/1987

Alabama TLN/Feeder/Switch: 16688 / 236116-JL3215 **NAICS Code:** 713940

Tariff: LPTL-Se **Bill Grp / Meter Rt:** 8 / 501

Display Date: 05-2018 **Class / Type:** Commercial / Service

Opco Rep. Name: mmswartz:Marian Swartzentruber **Service Point:** 85342146

Meter(s): 3270732

Account Number: 1229348002

Amount of Last Payment: \$17,523.31

Date of Last Payment: 04/23/2018

Current Balance: \$17,848.54

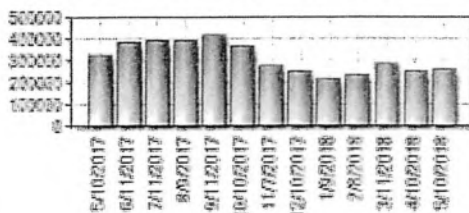
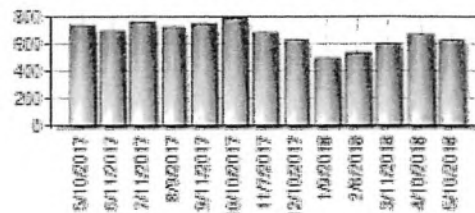
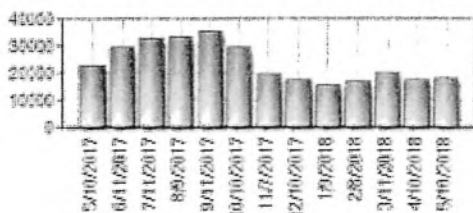
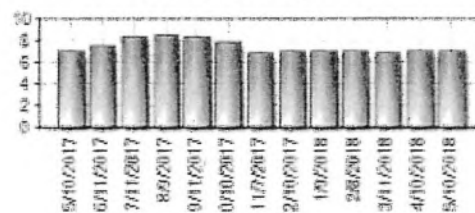
Credits: \$0.00

New Charges: \$0.00

Past Due: \$0.00

Account Balance: \$17,848.54

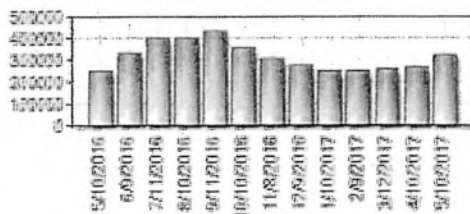
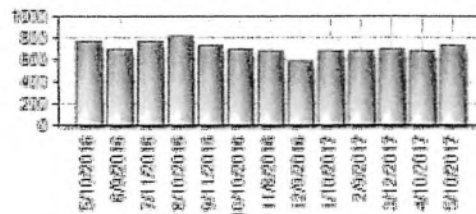
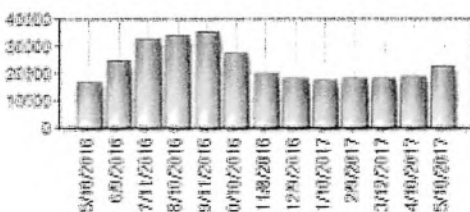
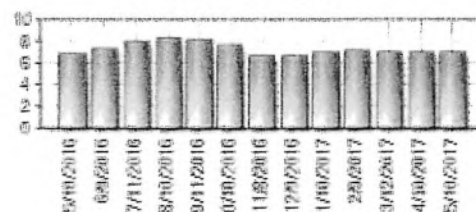
Service End Date	Bill Date	Billing Days	Total kWh	Peak kW	Billing Demand	Hrs Use of Bill Demand	Elec Svc Amount	¢/kWh
5/10/2018	5/11/2018	30	256,800	621	750	342	\$17,848.54	6.95
4/10/2018	4/11/2018	30	249,600	667	750	333	\$17,523.31	7.02
3/11/2018	3/12/2018	31	286,500	601	750	382	\$19,772.63	6.90
2/8/2018	2/9/2018	30	235,200	535	750	314	\$16,622.63	7.07
1/9/2018	1/10/2018	30	218,700	496	750	292	\$15,217.30	6.96
12/10/2017	12/11/2017	33	248,100	629	750	331	\$17,464.78	7.04
11/7/2017	11/9/2017	28	278,100	682	750	371	\$19,175.66	6.90
10/10/2017	10/11/2017	29	367,500	782	782	470	\$29,013.83	7.89
9/11/2017	9/12/2017	33	419,400	750	750	559	\$35,325.69	8.42
8/9/2017	8/10/2017	29	390,000	725	750	520	\$33,495.59	8.59
7/11/2017	7/12/2017	30	393,300	758	758	519	\$32,896.96	8.36
6/11/2017	6/12/2017	32	386,400	696	750	515	\$29,127.92	7.54
Tots & Pks		365	3,729,600	782	782		\$283,484.84	
Averages		30	310,800	662	753	413	\$23,623.74	7.60
5/10/2017	5/11/2017	30	325,200	735	750	434	\$22,584.30	6.94

Monthly Energy Use(KWH)**Monthly Peak Demand(KW)****Monthly Electric Service Amounts(\$)****Monthly Cents/KWh**

**MONTGOMERY COUNTY COMMISSION, dba -**

Mailing Address:	220 S MCDONOUGH ST MONTGOMERY AL 36104 Lat: 32.3745300 Long: -86.3052300	Account Number:	1229348002
Phone Number:	334-8321259	Premise Number:	122934800
Company:	Alabama Power	Account Status:	Active
Op. Center:	Montgomery	Account Opened:	04/08/1987
Alabama TLN/ Feeder/Switch:	16688 / 236116-JL3215	NAICS Code:	713940
Tariff:	LPTL-Se	Bill Grp / Meter Rt:	8 / 501
Display Date:	05-2017	Class / Type:	Commercial / Service
Opco Rep. Name:	mmswartz:Marian Swartzentruber	Service Point:	85342146
Meter(s):	3270732	Amount of Last Payment:	\$17,523.31
		Date of Last Payment:	04/23/2018
		Current Balance:	\$17,848.54
		Credits:	\$0.00
		New Charges:	\$0.00
		Past Due:	\$0.00
		Account Balance:	\$17,848.54

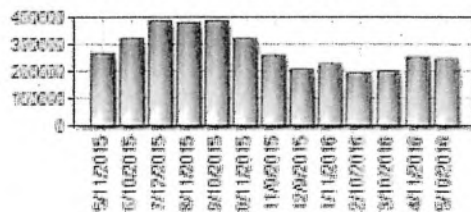
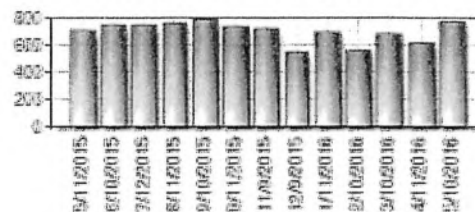
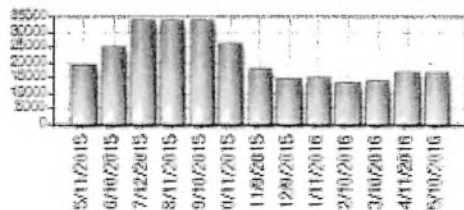
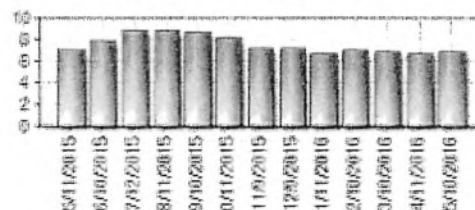
Service End Date	Bill Date	Billing Days	Total kWh	Peak kW	Billing Demand	Hrs Use of Bill Demand	Elec Svc Amount	¢/kWh
5/10/2017	5/11/2017	30	325,200	735	750	434	\$22,584.30	6.94
4/10/2017	4/11/2017	29	264,600	686	750	353	\$18,567.30	7.02
3/12/2017	3/13/2017	31	254,700	692	750	340	\$17,960.66	7.05
2/9/2017	2/10/2017	30	249,000	680	750	332	\$17,664.55	7.09
1/10/2017	1/11/2017	32	249,900	688	750	333	\$17,293.02	6.92
12/9/2016	12/10/2016	31	271,800	586	750	362	\$18,176.90	6.69
11/8/2016	11/9/2016	29	304,200	677	750	406	\$20,157.05	6.63
10/10/2016	10/11/2016	29	358,200	699	750	478	\$27,345.86	7.63
9/11/2016	9/12/2016	32	432,300	728	750	576	\$35,298.82	8.17
8/10/2016	8/11/2016	30	404,100	824	824	490	\$33,781.16	8.36
7/11/2016	7/12/2016	32	401,400	775	775	518	\$32,447.80	8.08
6/9/2016	6/10/2016	30	333,600	694	750	445	\$24,328.99	7.29
Tots & Pks		365	3,849,000	824	824		\$285,606.41	
Averages		30	320,750	705	758	423	\$23,800.53	7.42
5/10/2016	5/11/2016	29	246,600	775	775	318	\$16,744.72	6.79

Monthly Energy Use(KWH)**Monthly Peak Demand(KW)****Monthly Electric Service Amounts(\$)****Monthly Cents/KWH**

**MONTGOMERY COUNTY COMMISSION, dba -**

Mailing Address:	220 S MCDONOUGH ST MONTGOMERY AL 36104 Lat: 32.3745300 Long: -86.3052300	Account Number:	1229348002
Phone Number:	334-8321259	Premise Number:	122934800
Company:	Alabama Power	Account Status:	Active
Op. Center:	Montgomery	Account Opened:	04/08/1987
Alabama TLN/ Feeder/Switch:	16688 / 236116-JL3215	NAICS Code:	713940
Tariff:	LPTL-Se	Bill Grp / Meter Rt:	8 / 501
Display Date:	05-2016	Class / Type:	Commercial / Service
Opco Rep. Name:	mmswartz:Marian Swartzentruber	Service Point:	85342146
Meter(s):	3270732	Amount of Last Payment:	\$17,523.31
		Date of Last Payment:	04/23/2018
		Current Balance:	\$17,848.54
		Credits:	\$0.00
		New Charges:	\$0.00
		Past Due:	\$0.00
		Account Balance:	\$17,848.54

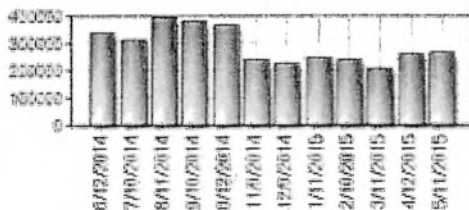
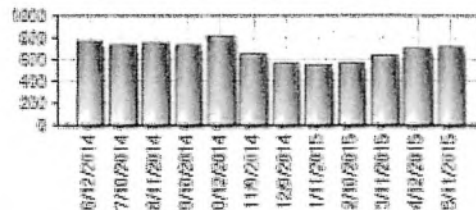
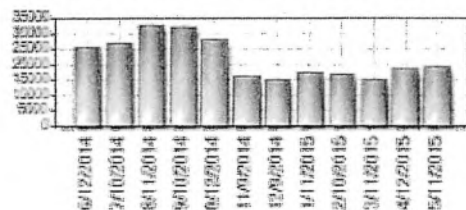
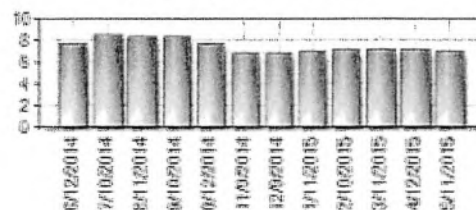
Service End Date	Bill Date	Billing Days	Total kWh	Peak kW	Billing Demand	Hrs Use of Bill Demand	Elec Svc Amount	¢/kWh
5/10/2016	5/11/2016	29	246,600	775	775	318	\$16,744.72	6.79
4/11/2016	4/12/2016	32	253,200	610	750	338	\$17,010.68	6.72
3/10/2016	3/11/2016	29	198,300	677	750	264	\$13,667.98	6.89
2/10/2016	2/11/2016	30	193,800	555	750	258	\$13,467.64	6.95
1/11/2016	1/12/2016	33	226,200	689	750	302	\$15,220.21	6.73
12/9/2015	12/10/2015	30	203,100	548	750	271	\$14,603.59	7.19
11/9/2015	11/10/2015	29	257,400	728	750	343	\$18,302.70	7.11
10/11/2015	10/12/2015	31	323,400	741	750	431	\$26,339.67	8.14
9/10/2015	9/11/2015	30	390,300	788	788	495	\$33,951.88	8.70
8/11/2015	8/12/2015	30	381,600	764	764	499	\$33,680.98	8.83
7/12/2015	7/13/2015	32	388,200	743	750	518	\$34,174.69	8.80
6/10/2015	6/11/2015	30	320,100	752	752	426	\$25,320.78	7.91
Tots & Pks		365	3,382,200	788	788		\$262,485.52	
Averages		30	281,850	698	757	372	\$21,873.79	7.76
5/11/2015	5/12/2015	29	269,100	711	750	359	\$18,965.02	7.05

Monthly Energy Use(KWH)**Monthly Peak Demand(KW)****Monthly Electric Service Amounts(\$)****Monthly Cents/KWH**

**MONTGOMERY COUNTY COMMISSION, dba -**

Mailing Address:	220 S MCDONOUGH ST MONTGOMERY AL 36104 Lat: 32.3745300 Long: -86.3052300	Account Number:	1229348002
Phone Number:	334-8321259	Premise Number:	122934800
Company:	Alabama Power	Account Status:	Active
Op. Center:	Montgomery	Account Opened:	04/08/1987
Alabama TLN/ Feeder/Switch:	16688 / 236116-JL3215	NAICS Code:	713940
Tariff:	LPTL-Se	Bill Grp / Meter Rt:	8 / 501
Display Date:	05-2015	Class / Type:	Commercial / Service
Opco Rep. Name:	mmswartz;Marian Swartzentruber	Service Point:	85342146
Meter(s):	3270732	Amount of Last Payment:	\$17,523.31
		Date of Last Payment:	04/23/2018
		Current Balance:	\$17,848.54
		Credits:	\$0.00
		New Charges:	\$0.00
		Past Due:	\$0.00
		Account Balance:	\$17,848.54

Service End Date	Bill Date	Billing Days	Total kWh	Peak kW	Billing Demand	Hrs Use of Bill Demand	Elec Svc Amount	¢/kWh
4/12/2015	4/13/2015	32	261,300	701	750	348	\$18,604.64	7.12
3/11/2015	3/12/2015	29	206,100	637	750	275	\$14,901.08	7.23
2/10/2015	2/11/2015	30	236,400	564	750	315	\$16,871.44	7.14
1/11/2015	1/12/2015	33	247,500	548	750	330	\$17,343.20	7.01
12/9/2014	12/10/2014	30	224,100	574	750	299	\$15,296.21	6.83
11/9/2014	11/10/2014	28	240,600	649	750	321	\$16,408.68	6.82
10/12/2014	10/13/2014	32	364,800	817	817	447	\$28,251.51	7.74
9/10/2014	9/11/2014	30	381,000	727	750	508	\$32,006.14	8.40
8/11/2014	8/12/2014	32	391,200	756	756	517	\$32,443.25	8.29
7/10/2014	7/11/2014	28	312,900	730	750	417	\$26,802.55	8.57
6/12/2014	6/12/2014	32	338,400	769	769	440	\$25,893.43	7.65
Tots & Pks		336	3,204,300	817	817		\$244,822.13	
Averages		31	291,300	679	758	384	\$22,256.56	7.64

Monthly Energy Use(KWH)**Monthly Peak Demand(KW)****Monthly Electric Service Amounts(\$)****Monthly Cents/KWh**

FINANCIAL MANAGEMENT POLICY MONTGOMERY COUNTY COMMISSION

Statement of Purpose: The purpose of this document is to serve as an all-encompassing financial management policy for Montgomery County, Alabama (the "County"), which will provide direction for the Montgomery County Commission (the "County Commission") in budgeting, reserve balances, debt management and accounting, auditing and financial reporting practices. Moreover, this will provide recommended methods to accomplish and adhere to the proposed procedures contained herein. This policy document will create, manage and ensure ongoing adherence to a purposeful, planned and deliberate set of guidelines to create both operating and restricted accounts.

ARTICLE I BUDGETARY POLICY PROCEDURES

Section 1. Budget Preparation. The County Commission prepares an annual budget for each fiscal year of the County. The budget process begins in May of each year when the heads of the various county departments are asked to prepare and submit budget requests for the immediately succeeding fiscal year. The departmental requests are submitted to and reviewed by the Finance Director upon receipt thereof (usually in June or July) and department public hearings are conducted in July and August to provide an opportunity for departments to present information on their budgets and any interested person to offer comments with respect to the proposed budget. Following the hearings, the County Commission may modify any departmental budget request to such extent as it deems appropriate.

Section 2. Revenue Estimates. Budgeted revenues are based on estimated current revenue trends. No projected growth is factored into the budgeting process. Revenue estimates are prepared in July using actual collections to date and estimates for the remaining months.

Section 3. Adoption of Budget. The County Commission is required to adopt the annual budget not later than ~~its first meeting in October~~September 30 of ~~the fiscal~~each year ~~to which such budget is to apply~~. The appropriations must not exceed the total revenues and reserves available for appropriation. Expenditures may not legally exceed appropriations. Adjustments to the Budget during the fiscal year must be approved by the County Commission. Any changes must be within the revenues and reserves estimated to be available.

Section 4. Budgeting Integration. Formal budgeting integration is used during the fiscal year as a management control device for the County's General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds. The budget is adopted on a departmental "line-item" basis consistent with generally accepted accounting principles. Budget control is maintained at the departmental line-item level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors.

ARTICLE II DEBT MANAGEMENT POLICY

Section 1. Purpose. The purpose of this policy is to establish the guidelines for the issuance of debt by the County. Debt levels and the related annual debt service expenditures are important long-term obligations that must be managed with available short and long-term resources. This policy also addresses the level of indebtedness that the County can reasonably expect to incur without jeopardizing its existing financial position.

Adherence to a debt management policy, along with the utilization of other sound and prudent financial practices and the County's other financial policies, will assure the lending market that the County is well managed and will meet its obligations in a timely manner.

Section 2. Principles. The County's debt management policy seeks to encourage the following principles:

- (i) Complete payment of principal and interest on all outstanding debt.
- (ii) The payment of County debt will be secured by full faith, credit and taxing power held by the County, in the case of general obligation warrants and by the pledge of specific, limited revenues in the case of revenue warrants. The County may also issue warrants through a public building authority (or other appropriate issuer) secured by an annual appropriation lease (or other revenue source). On occasion the County or a political subdivision thereof may serve as a conduit to other issuers. The County will not pledge revenues to these conduit issuers and will have no obligation, moral or legal, to repay conduit debt issued under the authority of the County, except as approved by the County Commission.
- (iii) Principal and interest retirement schedules will be constructed to: (1) achieve a low borrowing cost to the County, (2) accommodate the debt service payments of existing debt, and (3) respond to market condition at the time of sale.
- (iv) Factors which the County will consider prior to the issuance of debt include:
 - a. Does the useful life of assets being financed exceed the term of the financing?
 - b. Are financial resources available, sufficient and reliable to service both the existing and new debt?
 - c. Will the issuance of debt adversely affect the County's credit ratings, and if so, how can that best be mitigated?
 - d. The County will strive to manage its debt level, operating performance, reserves, and management practices to maintain strong credit ratings, in order to minimize its cost of capital. As of September 2018 the County's general obligation debt is rated S&P: AA and Moody's: Aa1.
- (v) The County reserves the right to conduct a negotiated or competitive sale in the future depending on market conditions. All methods of sale are subject to County Commission approval.

Section 3. Planning and Performance. Debt management means adopting and maintaining financial plans for both the issuance and repayment of debt. Planning for the repayment of debt will include analysis of the operating budget to determine if the fund will incur the additional debt service required by the new debt.

Section 4. Use of Short-Term and Long-Term Debt. Short-term debt should be limited to borrowing to cover short-term, temporary cash flow shortages within the County's fiscal year through the

use of tax anticipation notes in those instances where there is an inadequate level of cash flow, or through the use of bond anticipation notes when cash is required to initiate a capital project prior to the receipt of bond proceeds. The County Commission should manage the County's finances so as to avoid the use of short-term debt when possible.

Long-term debt should be issued for the acquisition, construction, or improvement of land, buildings, infrastructure, and public improvements when the use of debt is appropriate and within the principles outlined above. Current year budget appropriations and accumulated reserve funds may be used to minimize the amount of long-term borrowing that is required, but, keeping in mind that the County must maintain adequate liquidity and reserves.

Section 5. Purpose of Debt. General obligation debt and annual lease appropriation debt funded by general fund receipts and other appropriate sources shall be used for projects that provide a general benefit to County residents and that cannot otherwise be self-supporting. Debt incurred for use by an enterprise fund, even if backed by a general obligation pledge of the County, shall be self-supporting and repaid solely from the revenues of such fund, unless a general benefit to County residents can be demonstrated.

Section 6. Repayment of Debt. The County Commission will conservatively project the revenue sources that will be utilized to repay any debt, and will analyze the impact of both the additional debt service as well as any additional operating expenses resulting from the improvement, to determine if new debt should be issued and to structure the appropriate repayment terms for each debt issue.

Section 7. Use of Variable Rate Debt, Balloon Payments, Derivative Products, etc. The County Commission recognizes the use of variable rate debt, balloon payments, derivative products such as interest rate swaps, carries additional risks. While this policy does not preclude the use of such options, additional considerations apply:

- (i) Generally, fixed rate debt should be preferred over variable rate debt. However, at times there may be considerations which favor variable rate debt. If variable rate debt is utilized, it should be limited to no more than 20% of the County's total debt.
- (ii) Balloon payments pose future refinancing, and interest rate, risks. Before incorporating balloon payments into a financing structure, the County should consider its ability to pay the balloon payment from its reserves in the event a refinancing was not available or advantageous. The size of the balloon payment, its timing and the window of opportunity to refinance prior to the balloon, are all relevant considerations.
- (iii) The use of derivative products such as an interest rate swap is strongly discouraged unless there are significant, compelling reasons to consider. In the event a swap is being considered, the County will engage the services of a highly qualified swap advisor.

ARTICLE III RESERVE BALANCES POLICY

Section 1. Purpose. The County Commission believes that sound financial management requires that sufficient funds be maintained by the County for unanticipated expenditures and revenue shortfalls during the course of the fiscal year as may be caused by economic downturns in local/state/federal

levels, natural disasters, and other unforeseen circumstances. Maintaining such funds will help sustain the stability of the County's finances and reduce the need for short-term borrowing.

Section 2. Objective. The County Commission's objective is for twenty-five percent (25%) of general fund budget expenditures to be set aside as a reserve in a planned and consistent manner and that these moneys may not be spent for regular County expenditures in an effort to maintain the County's creditworthiness.

Section 3. Reserve Balance Expenditures. The reserve balances will be established by the County Commission for the purpose of covering unanticipated revenue shortfalls and paying non-recurring, unanticipated expenditures and capital expenditures of the County or as otherwise approved by the County Commission. To this end, the County Commission will only use the reserve balances to alleviate unanticipated short-term budgetary issues such as revenue shortfalls or unforeseen expenses. Any expenditure of the reserve balances by the County Commission for such purposes shall require unanimous approval the County Commission members after due notice.

Section 4. Reserve Fund Appropriations. Annually, the County Commission will propose funding of the contingency reserve balances through the budget to maintain the balance at the minimum amount. If expenditures reduce the contingency reserve balance below the established minimum amount, the County Commission will, as part of its approval of such expenditures, adopt a plan to restore the funds to the prescribed level.

ARTICLE IV CONSTRUCTION PROGRAMS FUND POLICY

Section 1. Purpose. The purpose of the Construction Programs Fund Policy is to establish and maintain dedicated funds to be annually budgeted, funded and used for new facilities or facility improvements. The overall goal of the Construction Programs Fund Policy is to order the County's fiscal expenditures while coordinating public investment with adopted plans and policies to properly manage the County's long-term investments.

Section 2. Capital Improvements Budget. The County will prepare and adopt a Capital Improvements Budget which will detail planned capital projects over two year, five year, and ten year periods. The Capital Improvements Budget will detail for each capital project, the estimated project cost, description and funding source. The first Capital Improvements Budget will be prepared for the fiscal year ending September 30, 2020.

Section 3. Capital Improvement Project Requirements. All capital improvement projects must be justified on the basis of providing a basic service, improving or rehabilitating deteriorating facilities, reducing costs, promoting jobs or economic development, or otherwise benefiting a large population segment or target area of the County. They must also be compatible with other planned projects and overall County development plans.

Section 4. Construction Programs Fund. The County shall establish one or more dedicated funds to service capital improvement projects undertaken by the County. Funds in the Construction Programs Fund(s) shall be restricted in use to capital improvement projects of the County.

Section 5. Funding Sources. The Construction Programs Fund(s) shall be funded through appropriations from the Commission on an annual basis. All capital improvement projects of the County shall be funded from the Construction Programs Fund(s) unless specifically financed from other sources

such as County warrants, notes or other indebtedness, or other revenue sources specifically dedicated to such projects. All uncompleted projects must be reconsidered annually to determine if unspent funds need to be recommitted to a given project or reallocated to other planned projects.

Section 6. Budget Shortfalls. Notwithstanding anything herein to the contrary, in the event of an operating budget or general fund shortfall, the funds from the Construction Programs Fund(s) may be transferred into the County general fund to alleviate in whole, or in part, such shortfall.

ARTICLE V ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICY

Section 1. Purpose. The purpose of this Accounting, Auditing and Financial Reporting Policy is to establish and maintain high standards for accounting practices in the County, thereby enabling the County Commission, the County Administrator and the Finance Director to make sound decisions in preparing and adopting the County budget and managing County finances.

Section 2. Accounting. The accounting practices of the County will conform to Generally Accepted Accounting Principles for local governments as established by the Governmental Accounting Standards Board. The Finance Director will establish and maintain a system of fund accounting and shall measure financial position and results of operations using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary and fiduciary funds.

Section 3. Auditing. The County Commission complies with state mandated requirements that annual audits be conducted by the Alabama Department of Examiners of Public Accounts.

Section 4. Monthly and Annual Financial Reporting. Monthly financial reports are generated for the County Commission's management purposes. These will consist of:

- (i) **Budget Report** showing revenues collected and appropriations expended for the previous month with the variance from the budget amounts for each line item;
- (ii) **Statement of Revenue, Expenditures, and Changes in Fund Balance** showing revenues and expenditures and the difference between the two, the beginning fund balance for the period, the ending fund balance; and
- (iii) **Balance Sheet** showing County assets less liabilities and the fund balance.

The Finance Director will prepare an annual financial report. This report should include financial statements for each of the funds of the County, as well as appropriate additional disclosures as necessary for the complete understanding of the financial statements presented. In addition, the report should include a narrative discussion to explain how the County's current financial position and results of financial activities compare with those of the prior year and with budgeted amounts.

ARTICLE VI POST ISSUANCE COMPLIANCE POLICY

Section 1. Continuing Disclosure Requirements. The Finance Director shall maintain and ensure compliance with all continuing disclosure requirements as provided for by the County's outstanding debt obligations, including but not limited to, the posting of the County's audited financial statements to the Electronic Municipal Market System at emma.msrb.org, or other such repository as designated by the

County's continuing disclosure requirements set forth in the County's outstanding debt obligations, or coordinating such filings with a dissemination agent engaged by the County for such purpose.

Section 2. Issuance of Tax-Exempt Obligations. Upon the issuance of tax-exempt obligations by the County, the Finance Director shall (i) confirm with bond counsel the filing of the Form 8038 or Form 8038G with the Internal Revenue Service, and (ii) obtain and keep the transcript of proceedings prepared by bond counsel.

Section 3. Recordkeeping. The following records shall be maintained by the Finance Directors with respect to the issuance of County obligations:

- (i) Transcript of proceedings;
- (ii) Documentation evidencing the allocation and expenditure of the proceeds of the obligations;
- (iii) Documentation evidencing the use of facilities financed with tax-exempt proceeds;
- (iv) Documentation relating to arbitrage rebate compliance; and
- (v) Continuing annual disclosures.

Section 4. Arbitrage Rebate and Arbitrage Yield Restriction. Relating to the issuance and monitoring of outstanding tax-exempt obligations of the County, the Finance Director shall:

- (i) Engage the services of an arbitrage/rebate consultant for assistance in compliance with any arbitrage related issues;
- (ii) Work with bond counsel, financial advisor and/or arbitrage/rebate consultant to monitor compliance with "temporary period expenditures" for expenditure of warrant proceeds, typically three years for new money obligations, and provide for yield restriction of investments or "yield reduction payments" if exceptions are not satisfied;
- (iii) Work with bond counsel and/or financial advisor to ensure investments acquired with tax-exempt obligation proceeds are purchased at fair market value. This may include use of bidding procedures under the regulatory safe harbor (Section 1.148-5(d) of the Regulations);
- (iv) Consult with bond counsel prior to the creation of funds which would reasonably be expected to be used to pay debt service on tax-exempt obligations to determine in advance whether such funds must be invested at a restricted yield;
- (v) Consult with bond counsel and/or financial advisor before engaging in post-issuance credit enhancement transactions (e.g., bond insurance, letter of credit) or hedging transactions (e.g., interest rate swap, cap);

- (vi) Consult with bond counsel, financial advisor, and/or arbitrage/rebate consultant to identify situations in which compliance with applicable yield restriction depends upon subsequent investments (e.g., purchase of 0% SLGS from U.S. Treasury) and monitor implementation; and
- (vii) Work with arbitrage/rebate consultant to arrange for timely computation of rebate/yield reduction payment liability and, if an amount is payable, for timely filing of Form 8038T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate (or applicable successor form), and payment of such liability. Rebate/Yield Reduction payments are ordinarily due at 5-year intervals.

Section 5 Private Use of Facilities. "Private Use" means the use of warrant-financed property in a trade or business by any person other than a 501(c)(3) or state or local government entity, or by a 501(c)(3) entity in an unrelated trade or business. Examples of Private Use include:

- (i) Leases of government property to non-government entities;
- (ii) Noncompliant management or service contracts;
- (iii) Transfer of ownership to a private user of warrant financed facilities; and
- (iv) Naming rights arrangements with a private user.

While it is not anticipated that there will be a Private Use issue with respect to the warrant-financed facilities, in the event that a question arises with regard to a specific proposed Private Use, the Finance Director shall consult bond counsel as to whether such use constitutes a Private Use with respect to the outstanding tax-exempt obligations of the County. The Finance Director shall keep records of private use, if any, of facilities of the County financed with tax-exempt obligations. Private use of such facilities shall be reviewed once a year. If a change in private use occurs, bond counsel will be consulted to determine if remedial action is necessary.

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

SEP - 4 2018

August 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Building Projects, Related Financing and Comments concerning the CareHere Clinic

Attached is the briefing packet that was presented at the August 20, 2018 Commission meeting concerning the building projects and related financing. We discussed these projects with the architects, along with Mr. Gary Rehm and Mr. Chris Johnson with STIFEL and Executive Vice President Neill Wright with Liberty Bank regarding financing and Attorney Alvin Hope with Maynard, Cooper & Gale regarding legal documents concerning the bond issue.

Contained in the Montgomery County Commission 2018 Construction Projects schedule is item number 5 concerning the CareHere building. The County's portion of the project has an 8/8/18 Estimated Cost of \$648,000. This amount is the anticipated county contribution toward the construction cost of this facility. The City of Montgomery and possibly the Water Board should contribute toward the total cost of the facility.

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

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

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

33-1

Montgomery County Commission
2018 Construction Projects

	Building Project	Original Estimates	8/8/18 Estimates
1	New Jail	1,000,000	1,174,315
2	Old Jail	4,000,000	4,375,000
3	Scott Street Parking Deck	1,255,000	1,618,450
4	Greil Building	400,000	325,000
5	CareHere	120,000	648,000
6	350 Adams Avenue	175,000	105,140
7	Carnegie	100,000	300,000
8	Annex I	4,316,000	6,933,443
9	Annex II	1,000,000	1,667,594
10	Annex III	700,000	562,639
11	Courthouse	9,100,000	12,289,737
	Total	<u>22,166,000</u>	<u>29,999,318</u>

Issued: 8/9/18

File: Construction Projects and Asset Purchases 2

S2 Muma

MONTGOMERY COUNTY JAIL - SHOWER RENOVATION BUDGET

8/7/18

Description	Units	Cost/Unit	Total Cost
NON-ADA Shower Renovation Costs	49	\$14,150.00	\$693,350.00
ADA Shower Renovation Costs	21	\$15,000.00	\$315,000.00
Total Shower Renovation Costs			Total Cost \$1,008,350.00
Cell Block Mezzanine Ceiling Shower Renovation	Square Footage 1000	Cost/SF \$15.00	Total Cost \$15,000.00
Construction Cost Subtotal			Total Cost \$1,023,350.00
Construction/Renovation Contingency	Percentage 10%		Total Cost \$102,335.00
Design Fees		4.32%	\$48,629.59
TOTAL CONSTRUCTION BUDGET	Square Footage	Cost/SF	Total Cost \$1,174,314.59

- Total Construction Budget excludes any additional required permit fees and testing.

#1 GMC

TEST SHOWER RENOVATION NUMBERS

DESCRIPTION	Square Footage (SF) / Cost
TEST SHOWER REPLACEMENT - ACORN	\$9,905.00
CHANGE ORDER 1 - ADDED RENOV.	\$4,244.35
TOTAL CONSTRUCTION COSTS	\$14,149.35

ESTIMATED SHOWER UNIT COSTS

DESCRIPTION	Cost
UNIT COST PER NON-ADA SHOWER	\$14,150.00
UNIT COST PER ADA SHOWER	\$15,000.00

QUANTITY OF SHOWERS

DESCRIPTION	Cost
CELL BLOCK NON-ADA SHOWERS	43
CELL BLOCOK ADA SHOWERS	15
MEDICAL WARD NON-ADA SHOWERS	3
MEDICAL WARD ADA SHOWERS	4
BOOKING NON-ADA SHOWERS	3
BOOKING ADA SHOWERS	2
TOTAL NON-ADA SHOWERS	49
TOTAL ADA SHOWERS	21

Montgomery County Commission

Montgomery, Alabama

Updated Cost Numbers for County Construction Projects

Associated with PH&J Architects, Inc.

Friday, July 20, 2018

Updated Wednesday, August 08, 2018

Total Project Projections:

#2

Jail Renovations (Building 1):

Renovations to include - Renovating existing jail kitchen to dishwash room and Alabama Health Department standards, Stripping and repainting all inmate areas and the replacement of detention inmate tables and beds.

Construction cost + Contractor's OH&P (25%) \$4,000,000.00

A/E Fee (9.375% - Cat. IV) \$ 375,000.00

Total Project Cost: \$4,375,000.00

#8

Renovations of Annex 1 - Second Floor:

Renovations to include - South Wing of Second Floor for County Engineering and County IT. Providing a face lift for the Annex 1 Building Lobby and installing LVT in public corridors on Second and Third Floors as identified and directed by County Administration. Upgrading the two Public Elevators.

Construction cost:

Renovated Areas (21,000 SF at \$175.00/sf) \$3,675,000.00

Area to get LVT (7,280 SF at \$10.00/SF) \$ 72,800.00

Elevator Upgrades: Total of Two (2) Elevators
(Each at \$250,000.00) \$ 500,000.00

Critical IT Infrastructure* \$ 200,000.00

IT Allowance for Equipment & Security* \$ 600,000.00

Owners-Unforeseen Allowance \$ 100,000.00

Subtotal:	\$5,147,800.00
Contractor's OH&P (25%)	\$1,286,950.00
A/E Fee (7.75% - Cat. III)	\$ 498,693.12
Total Project Cost:	\$6,933,443.12

* = Best Guess

#6 Demolition of Existing Pardons & Parole Building

Demolition to include: Demolition of existing P&P Building, regrade site and pave for onsite parking lot.

Construction cost

Demo Existing Building (9,672 SF at \$4.00 SF)	\$ 38,688.00
Re-grade portion of site where building was removed (10,000 SF at \$2.00 SY)	\$ 2,222.00
Pave and Stripe On-grade Parking Lot (20,000 SF Site at \$16.00 SY)	\$ 35,556.00
Subtotal:	\$ 76,466.00
Contractor's OH&P	\$ 19,116.50
A/E Fee (10.0% - Cat. III)	\$ 9,558.25
Total Project Cost:	\$ 105,140.80

SCOTT STREET PARKING DECK RENOVATIONS - ESTIMATED BUDGET

8/1/18

Description	Square Footage	Cost/SF	Total Cost
Window Glazing Cleaning	1650	\$3.00	\$4,950.00
Window Frame Cleaning	490	\$6.00	\$2,940.00
Precast Cleaning	30000	\$2.50	\$75,000.00
Floor Level Cleaning including Ground Plane	178500	\$0.75	\$133,875.00
Exposed Metal Renovation / Painting	20290	\$10.00	\$202,900.00
Roof Level Traffic Coating/Striping	28650	\$12.50	\$358,125.00
Sealing & Water Repellant	40000	\$4.50	\$180,000.00
Construction SubTotal			\$957,790.00
		Percentage	Total Cost
Miscellaneous Repairs (Concrete Spalls, Drain Renov., Etc.)		2.5%	\$23,944.75
Elevator Repairs	1	LS	\$434,000.00
		Percentage	Total Cost
Total Cost of Construction			\$1,415,734.75
Contingency		5%	\$70,786.74
Design Fees		8.875%	\$131,928.78
TOTAL CONSTRUCTION BUDGET			\$1,618,450.27

- Total Costs exclude any additional required permit fees, specialty consultants, & testing.

GMC #3

Project Name: GREIL MANSION BUILDING		JOB NO: 17-133	8/14/2018
Client:	Montgomery County Commission	SF FIN	9,077.00
Architect:	BDW Architects Associated	SF UNFIN	0.00
Location:	Montgomery Alabama	SF TOTAL	9,077.00
DIVISION	DIVISION CATEGORY	Cost	
00 00 00	PROCUREMENT & CONTRACTING	22,000.00	
	<i>Bonds, Insurance, Bid Forms, Permits, Project forms, etc.</i>		
01 00 00	GENERAL REQUIREMENTS (6 - 8 MONTHS)	18,000.00	
02 00 00	EXISTING CONDITIONS	2,000.00	
	<i>provide concrete curb at top of existing step leading down exterior basement stairs</i>		
03 00 00	CONCRETE	11,800.00	
	<i>new concrete step to basement</i>		
04 00 00	MASONRY	-	
05 00 00	METALS	6,000.00	
	<i>Review and evaluation existing guard rails for compliance, new handrails at steps</i>		
06 00 00	WOOD, PLASTICS AND COMPOSITES	6,000.00	
	<i>Restore existing columns at front entract</i>		
07 00 00	THERMAL AND MOISTURE PROTECTION	57,100.00	
	<i>Install new copper downspouts & leaders, restore existing parapet, rehab existing chimney & flashing, new cover entry at back door</i>		
08 00 00	OPENINGS		
09 00 00	FINISHES	23,700.00	
	<i>replace rotten GWB/ new wall base/ painting of walls as required/ replace ceiling tiles in basement as required/ patch, repair, restore plaster ceiling & walls that are water damaged as required/ clean, repair & paint exterior railings as required,</i>		
10 00 00	SPECIALTIES	5,000.00	
	<i>install new OSHA compliant access system to Attic</i>		
11 00 00	EQUIPMENT	-	
12 00 00	FURNISHINGS	-	
13 00 00	SPECIAL CONSTRUCTION	-	
14 00 00	CONVEYING EQUIPMENT	30,000.00	
	<i>install new chair lift w/ structural & electrical support</i>		
21 00 00	FIRE SUPPRESSION	-	
22 00 00	PLUMBING	9,500.00	
	<i>Replace (1) sump pumps and provided required piping/ add additional sump pump/ clean and reinstall existing roof drains</i>		
23 00 00	HVAC	4,600.00	
	<i>replace AC pads, repair existing vent exhaust, repair AHU in Attic</i>		
25 00 00	INTEGRATED AUTOMATION	-	
26 00 00	ELECTRICAL	4,300.00	
	<i>rehab attic electrical work, rehab electrical panel</i>		
27 00 00	COMMUNICATIONS	-	
28 00 00	ELECTRONIC SAFETY AND SECURITY	-	
31 00 00	EARTHWORK	10,000.00	
	<i>regrading site, rehab irrigation, system, new landscaping</i>		
32 00 00	EXTERIOR IMPROVEMENTS	31,350.00	
	<i>new curb/gutter/HC spaces, stripping & minor work/ install new drain slots with piping and install new pavers</i>		
33 00 00	UTILITIES	-	
	SUBTOTAL	219,350.00	
	ESTIMATED BUDGET/PROJECT CONSTRUCTION CONTINGENCY	32,902.50	15%
	TOTAL ESTIMATE	252,252.50	
	ARCHITECTURAL DESIGN FEE (FEE TAKEN FROM TOTAL ESTIMATE)	25,225.25	10%
	TOTAL OVERALL ESTIMATE	277,477.75	

#4

Project Name: CARE HERE BUILDING		JOB NO: 17-134	8/14/2018
Client: Montgomery County Commission		SF FIN	4,456.00
Architect: BDW Architects Associated		SF UNFIN	0.00
Location: Montgomery Alabama		SF TOTAL	4,456.00
NO.	ITEMS OF WORK	Cost	
1	PROCUREMENT & CONTRACTING	20,000.00	
	<i>Bonds, Insurance, Bid Forms, Permits, Project forms, etc.</i>		
2	GENERAL CONDITIONS (4-6 MONTHS)	50,000.00	
3	INTERIOR LIGHTING - REPLACE LAMPS AND BALLAST AS REQUIRED	12,000.00	
4	NEW DOORS AND HARDWARE. NEW HARDWARE ON PRE-EXISTING DOORS.	16,259.00	
5	CRAWL SPACE VAPOR BARRIER AND 2" SPRAY FOAM INSULATION	17,332.00	
6	CONCRETE PADS AND STEEL SECURITY CAGES FOR A/C	4,200.00	
7	CONCRETE DEMO AND REPLACEMENT CONCRETE AT ENTRY	4,200.00	
8	INSTALL TWO (2) EWCs, ADA ACCESSIBLE TYPE	1,700.00	
9	INSTALL NEW CEILING TILE AND GRID	14,500.00	
11	NEW GYPSUM WALL BOARD, STUDS AND FINISH	3,000.00	
12	DEMOLISH IRON FENCING AND GATES	1,500.00	
13	REMOVAL OF ABANDON IRRIGATION SYSTEM	2,100.00	
15	INSTALL NEW STUCCO SYSTEM BELOW FINISH FLOOR TO GRADE	37,000.00	
16	PLUMBING REPAIRS AND NEW WORK	12,250.00	
17	CONSTRUCT NEW TWO (2) ADA ACCESSIBLE RESTROOMS	8,000.00	
	BASE BID TOTAL	204,041.00	
	ALTERNATES		
1	LANDSCAPING (INCLUDES REMOVAL OF EXISTING SHRUBS)	8,000.00	
2	INTERIOR PAINTING	16,000.00	
3	EXTERIOR PAINTING (ELASTOMERIC COATING)	13,366.00	
4	PARKING LOT WORK	15,400.00	
	TOTAL ESTIMATE - ALTERNATES	52,766.00	
	BASE BID + ALTERNATES TOTAL ESTIMATE	256,807.00	
	OVERHEAD & PROFIT	46,225.26	18%
	ESTIMATED BUDGET/PROJECT CONSTRUCTION CONTINGENCY	38,521.05	15%
	TOTAL ESTIMATE	341,553.31	
	ARCHITECTURAL DESIGN FEE (FEE TAKEN FROM TOTAL ESTIMATE)	33,728.39	9.875%
	TOTAL OVERALL ESTIMATE	375,281.70	

#5

Project Name: CARNEGIE LIBRARY BUILDING		JOB NO: 17-135	8/14/2018
Client: Montgomery County Commission		SF FIN	8,705.00
Architect: BDW Architects Associates		SF UNFIN	0.00
Location: Montgomery Alabama		SF TOTAL	8,705.00
DIVISION	DIVISION CATEGORY	Cost	
00 00 00	PROCUREMENT & CONTRACTING	18,000.00	
	<i>Bonds, Insurance, Bid Forms, Permits, Project forms, etc.</i>		
01 00 00	GENERAL CONDITIONS (3-4 MONTHS)	13,500.00	
02 00 00	EXISTING CONDITIONS	1,800.00	
	<i>provide concrete curb at top of existing step leading down exterior basement stairs</i>		
03 00 00	CONCRETE	-	
04 00 00	MASONRY	-	
05 00 00	METALS	-	
06 00 00	WOOD, PLASTICS AND COMPOSITES	5,900.00	
	<i>Restore wooden steps leading to basement and install GWB to provide fire rating</i>		
07 00 00	THERMAL AND MOISTURE PROTECTION	72,000.00	
	<i>locate existing roof scuppers and install new 6" copper collectors and downspouts</i>		
08 00 00	OPENINGS		
09 00 00	FINISHES		
	<i>Basement: Repair Walls, windows, trim, baseboard & Repaint as required,</i>	10,000.00	
	<i>First Floor: Plaster ceiling/wall repair and painting as where required</i>	10,000.00	
10 00 00	SPECIALTIES	-	
11 00 00	EQUIPMENT	-	
12 00 00	FURNISHINGS	-	
13 00 00	SPECIAL CONSTRUCTION	-	
14 00 00	CONVEYING EQUIPMENT	-	
21 00 00	FIRE SUPPRESSION	-	
22 00 00	PLUMBING	13,500.00	
	<i>Replace (2) sump pumps and required piping, TV/CCTV underground drainage system and roof drains</i>		
23 00 00	HVAC		
25 00 00	INTEGRATED AUTOMATION	-	
26 00 00	ELECTRICAL	-	
27 00 00	COMMUNICATIONS	-	
28 00 00	ELECTRONIC SAFETY AND SECURITY	-	
31 00 00	EARTHWORK		
	<i>regrade site per new civil design</i>	20,000.00	
32 00 00	EXTERIOR IMPROVEMENTS	-	
33 00 00	UTILITIES	-	
	SUBTOTAL	164,700.00	
	ESTIMATED BUDGET/PROJECT CONSTRUCTION CONTINGENCY	24,705.00	15%
	TOTAL ESTIMATE	164,700.00	
	ARCHITECTURAL DESIGN FEE (FEE TAKEN FROM TOTAL ESTIMATE)	16,470.00	10.000%
	TOTAL OVERALL ESTIMATE	181,170.00	

#7

8/7/18

ANNEX 2 RENOVATIONS - ESTIMATED BUDGET

Description	Square Footage	Cost/SF	Total Cost
Selective Demolition	5500	\$5.50	\$30,250.00
Carpet Replacement (2nd & 3rd Floors)	14200	\$8.00	\$113,600.00
Floor Tile Replacement @ Restrooms	825	\$12.00	\$9,900.00
Wall Tile Replacement @ Restrooms	3000	\$15.00	\$45,000.00
Wall Covering Replacement & Patching (2nd & 3rd Floors)	4000	\$25.00	\$100,000.00
Door & Door Hardware Replacement (2nd & 3rd Floors)	76	\$750.00	\$57,000.00
Stairwell Renovations (Handrail; Guardrail; Flooring; Etc.)	600	\$40.00	\$24,000.00
Travertine Repair / Renovation	635	\$35.00	\$22,225.00
Plumbing Systems	1	LS	\$45,000.00
HVAC Systems	1	LS	\$450,000.00
HVAC Electrical Hookup	1000	\$18.00	\$18,000.00
Basement Electrical Systems	6225	\$21.00	\$130,725.00
Interior Construction SubTotal			\$1,045,700.00
Window Replacement	2700	\$80.00	\$216,000.00
Building Cleaning	13400	\$3.50	\$46,900.00
Water Repellant @ Brick	8200	\$4.50	\$36,900.00
EIFS Horizontal Repairs @ Outside Stair	80	\$30.00	\$2,400.00
Basement Exterior Fill-in	2500	\$45.00	\$112,500.00
Exterior Construction SubTotal			\$414,700.00
		Percentage	Total Cost
Total Cost of Construction			\$1,460,400.00
Contingency		5%	\$73,020.00
Design Fees		8.75%	\$134,174.25
TOTAL CONSTRUCTION BUDGET			\$1,667,594.25

• Total Costs exclude any additional required permit fees, specialty consultants, & testing.

Total Building Areas

Gross Square Footage

Levels	Square Footage (SF)
BASEMENT LEVEL	7,863
FIRST FLOOR	7,826
SECOND FLOOR	7,837
THIRD FLOOR	7,837
Total	31,363

GMC

#9

ANNEX III RENOVATIONS - ESTIMATED BUDGET

8/7/18

Description	Square Footage	Cost/SF	Total Cost
Judge's Window			\$15,000.00
Upper Roof Access Door			\$7,000.00
Roof Conditions: Repair + Replace NW Roof			\$54,000.00
Roof Conditions: General Roof Repairs in Other Locations			\$50,000.00
Storefront Windows			\$2,000.00
Existing Brick and Limestone Features			\$220,800.00
Upper Parking Deck	35000	\$4.00	\$140,000.00
EIFS Repairs: North Facade	2000	\$20.00	\$40,000.00
EIFS Repairs: Incidental	1000	\$23.00	\$23,000.00
Construction SubTotal			\$488,800.00
		Percentage	Total Cost
Contingency		5%	\$24,440.00
Design Fees		9.625%	\$49,399.35
TOTAL CONSTRUCTION BUDGET			\$562,639.35

- Total Costs exclude any additional required permit fees, specialty consultants, & testing.

GMC #10

Project Name:	MONTGOMERY COUNTY COURTHOUSE RENOVATIONS	JOB NO: 17-132	5/30/2018
Client:	Montgomery County Commission	SF FIN	91,000.00
Architect:	BDS Architects	SF UNFIN	4,800.00
Location:	Montgomery Alabama	SF TOTAL	95,800.00
DIVISION	DIVISION CATEGORY	Cost	
00 00 00	PROCUREMENT & CONTRACTING	150,000.00	
	<i>Bonds, Insurance, Bid Forms, Permits, Project forms, etc.</i>		
01 00 00	GENERAL CONDITIONS (30-36 MONTHS)	750,000.00	
02 00 00	EXISTING CONDITIONS	220,000.00	
	<i>selection site demolition, removal & salvage of construction materials, structure demolition, geotechnical investigations</i>		
03 00 00	CONCRETE	397,300.00	
	<i>canopy, concrete slab, hardscape, precast concrete</i>		
04 00 00	MASONRY	150,000.00	
	<i>canopy related components, restroom renovated areas</i>		
05 00 00	METALS	350,000.00	
	<i>steel at canopy, steel at weather vestibule, structural steel (foundation), metal studs framing, metal decking</i>		
06 00 00	WOOD, PLASTICS AND COMPOSITES	150,000.00	
	<i>In courtrooms (retore/replace) wood trim/veneer, wood base, moulding, composite finishes, In corridors wood base, moulding, composite finishes, etc.</i>		
07 00 00	THERMAL AND MOISTURE PROTECTION	200,000.00	
	<i>canopy related components, new weather vestibule protection, etc.</i>		
08 00 00	OPENINGS (DOORS & WINDOWS)	398,000.00	
	<i>new storefront at weather vestibule, replace existing interior door hardware where required, new interior doors/frames, etc.</i>		
09 00 00	FINISHES	895,000.00	
	<i>gypsum board, lay-in ceilings, flooring, paint and related finishes</i>		
10 00 00	SPECIALTIES	117,000.00	
	<i>acoustical panels, signage, etc.</i>		
11 00 00	EQUIPMENT	-	
12 00 00	FURNISHINGS	360,000.00	
	<i>(8'X8') cubicals and Judge's conference room table and chairs, jury chairs, column covers at canopy, casework</i>		
13 00 00	SPECIAL CONSTRUCTION	150,000.00	
	<i>canopy item 'Kal wall' skylight system</i>		
14 00 00	CONVEYING EQUIPMENT	850,000.00	
	<i>a complete rehab and upgrade (3) elevators</i>		
21 00 00	FIRE SUPPRESSION	120,000.00	
	<i>relocation of existing and newly installed sprinkler systems on basement level</i>		
22 00 00	PLUMBING	458,000.00	
	<i>complete plumbing fixture upgrade at ea. floor</i>		
23 00 00	HVAC	2,000,000.00	
	<i>new duct work and air controls at ea. floor, new work and renovated work</i>		
25 00 00	INTEGRATED AUTOMATION	250,000.00	
26 00 00	ELECTRICAL	1,000,000.00	
	<i>lighting & power, new and upgraded lighting</i>		
27 00 00	COMMUNICATIONS	250,000.00	
	<i>telecommunication</i>		
28 00 00	ELECTRONIC SAFETY AND SECURITY	100,000.00	
	<i>magnetic door access, cameras, etc.</i>		
31 00 00	EARTHWORK	75,000.00	
	<i>selective clearing, geotechnical instrumentation, excavation, subgrade prep., etc.</i>		
32 00 00	EXTERIOR IMPROVEMENTS	100,000.00	
	<i>curbs/gutters, site improvements, planting, new sidewalk/pavers, etc.</i>		
33 00 00	UTILITIES	25,000.00	
	<i>all related existing utility,</i>		
	TOTAL ESTIMATED CANOPY COST \$895,000.00		
	SUBTOTAL	9,515,300.00	
	ESTIMATED BUDGET/PROJECT CONSTRUCTION CONTINGENCY	1,903,060.00	20%
	TOTAL ESTIMATE	11,418,360.00	
	ARCHITECTURAL DESIGN FEE (FEE TAKEN FROM TOTAL ESTIMATE)	856,377.00	7.5%
	TESTING (GEOTECHANICAL SOIL, CONCRETE, ETC.)	15,000.00	
	TOTAL OVERALL ESTIMATE	12,289,737.00	

#11

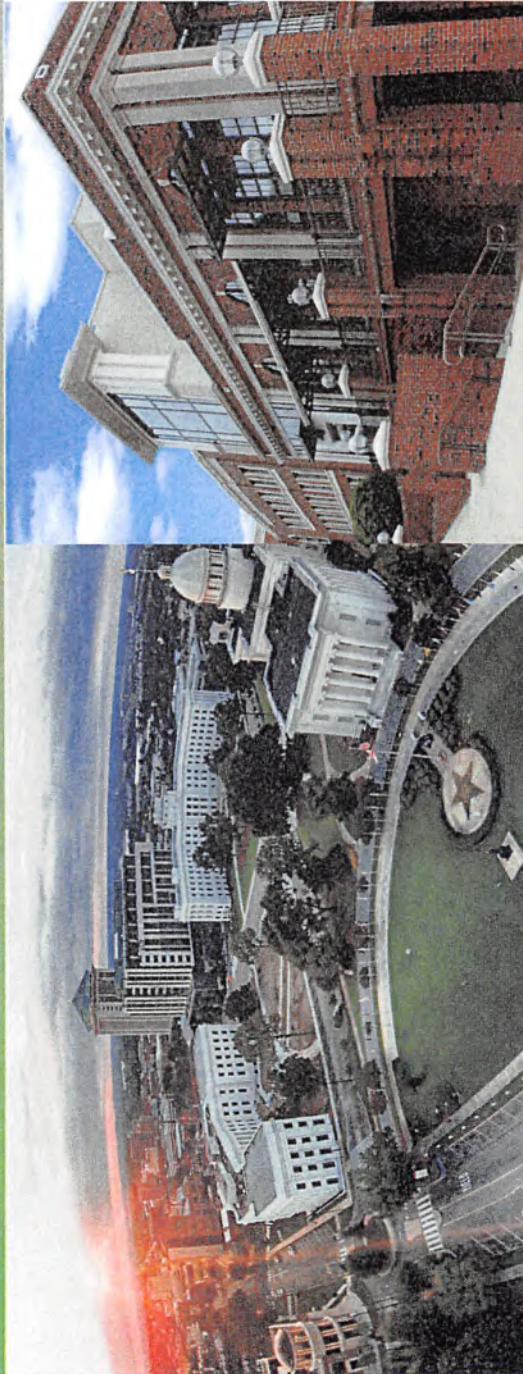
PERRY STREET PARKING DECK RENOVATION BUDGET

8/7/18

DESCRIPTION	Cost
GENERAL CONDITIONS	\$138,175.00
INSURANCE, BONDS & PERMITS	\$43,979.00
DEMOLITION	\$95,000.00
DOORS, FRAMES & HARDWARE	\$37,520.00
STRUCTURAL STEEL/STAIRS	\$203,766.00
MASONRY	\$373,900.00
ROOFING & SHEET METAL	\$29,300.00
PAINTING	\$150,000.00
CLEANING & SEALING	\$266,000.00
WATER REPELLANT ON ALL LEVELS	\$202,750.00
CONCRETE REPAIRS	\$15,000.00
TRAFFIC CONTROL	\$50,000.00
CONCRETE	\$35,000.00
SUMP PUMPS	\$6,000.00
HVAC	\$22,000.00
ELECTRICAL	\$395,000.00
CONTINGENCY	\$150,000.00
EQUIPMENT RENTAL	\$30,000.00
ELEVATOR	\$220,000.00
SUBTOTAL	\$2,463,390.00
10% O.H. & PROFIT	\$246,339.00
CONSTRUCTION SUBTOTAL	\$2,709,729.00
RENOVATION CONTINGENCY @ 5%	\$135,486.45
CONSTRUCTION TOTAL	\$2,845,215.45
DESIGN FEES @ 8.375%	\$238,286.79
TOTAL CONSTRUCTION BUDGET	\$3,083,502.24

GMC #12

STIFEL



#13-1

Montgomery County

Public Building Authority Lease Revenue Warrants, Series 2018
Financing & Market Update

August 20, 2018

33-14

\$30MM County Improvements—30 Yr PBA Revenue Warrants

Appropriation Lease (Aa2/AA-)				Assumptions	
FY End (9/30)	Principal	Interest	Debt Service	Estimated Interest Earnings @ 2.25%	Net New Debt Service \$30MM
2018					
2019	50,000	1,224,146	1,274,146	571,458	702,688
2020	50,000	1,334,000	1,384,000	346,823	1,037,177
2021	50,000	1,332,000	1,382,000	121,771	1,260,229
2022	50,000	1,329,500	1,379,500		1,379,500
2023	100,000	1,325,750	1,425,750		1,425,750
2024	100,000	1,320,750	1,420,750		1,420,750
2025	100,000	1,315,750	1,415,750		1,415,750
2026	100,000	1,310,750	1,410,750		1,410,750
2027	100,000	1,305,750	1,405,750		1,405,750
2028	125,000	1,300,125	1,425,125		1,425,125
2029	775,000	1,277,625	2,052,625		2,052,625
2030	815,000	1,237,875	2,052,875		2,052,875
2031	855,000	1,196,125	2,051,125		2,051,125
2032	900,000	1,152,250	2,052,250		2,052,250
2033	945,000	1,106,125	2,051,125		2,051,125
2034	995,000	1,057,625	2,052,625		2,052,625
2035	1,045,000	1,006,625	2,051,625		2,051,625
2036	1,100,000	953,000	2,053,000		2,053,000
2037	1,155,000	896,625	2,051,625		2,051,625
2038	1,215,000	837,375	2,052,375		2,052,375
2039	1,275,000	775,125	2,050,125		2,050,125
2040	1,340,000	709,750	2,049,750		2,049,750
2041	1,410,000	641,000	2,051,000		2,051,000
2042	1,480,000	568,750	2,048,750		2,048,750
2043	1,560,000	492,750	2,052,750		2,052,750
2044	1,640,000	412,750	2,052,750		2,052,750
2045	1,720,000	328,750	2,048,750		2,048,750
2046	1,810,000	240,500	2,050,500		2,050,500
2047	1,905,000	147,625	2,052,625		2,052,625
2048	2,000,000	50,000	2,050,000		2,050,000
TOTAL	26,765,000	28,186,771	54,951,771	1,040,052	53,911,719

Sources	
Par Amount	26,765,000
Net Premium	3,603,265
	30,368,265

Uses	
Funds for Project	30,000,000
Issuance Costs	368,265
	30,368,265

All-in TIC	
	4.11%

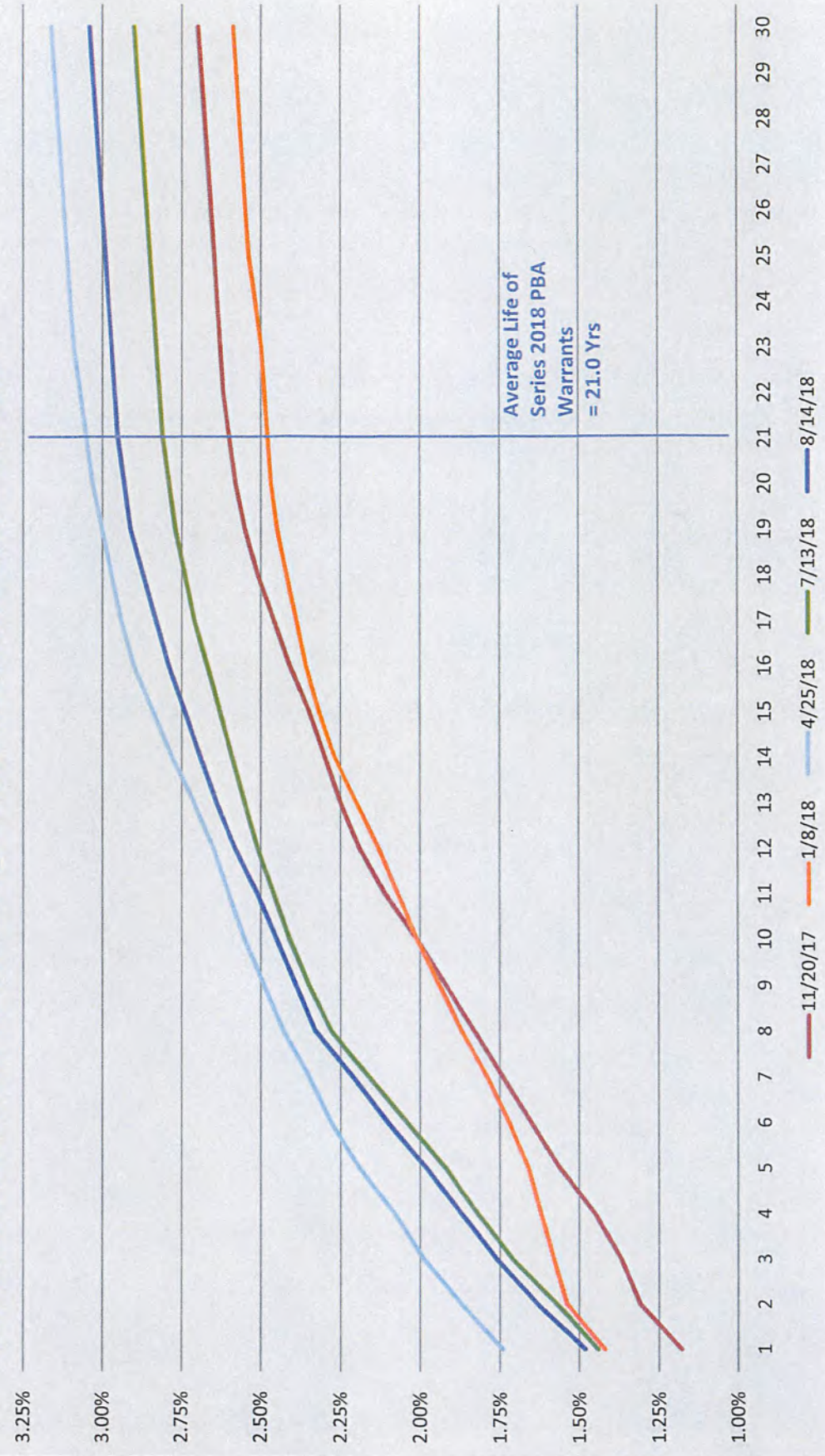
1. Preliminary and subject to change.
2. The use of the Aa2/AA- rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The County's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

#13-2

33-15

Interest Rate Movement Since Series 2017 GO Warrants

AAA MMD Benchmark Yields: Changes Since November 2017 Bond Sale



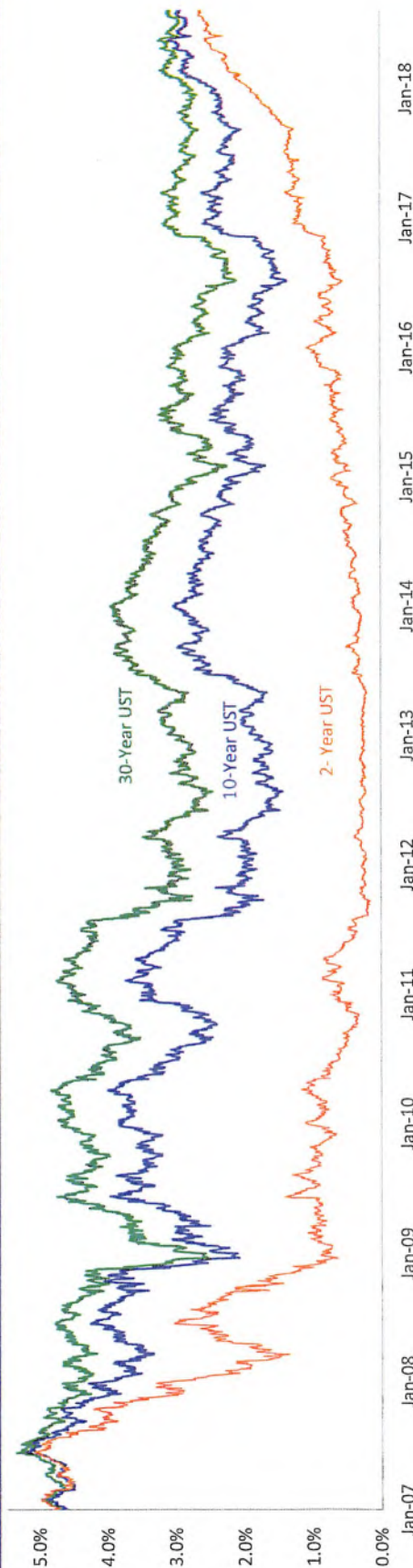
#13-3

33-16

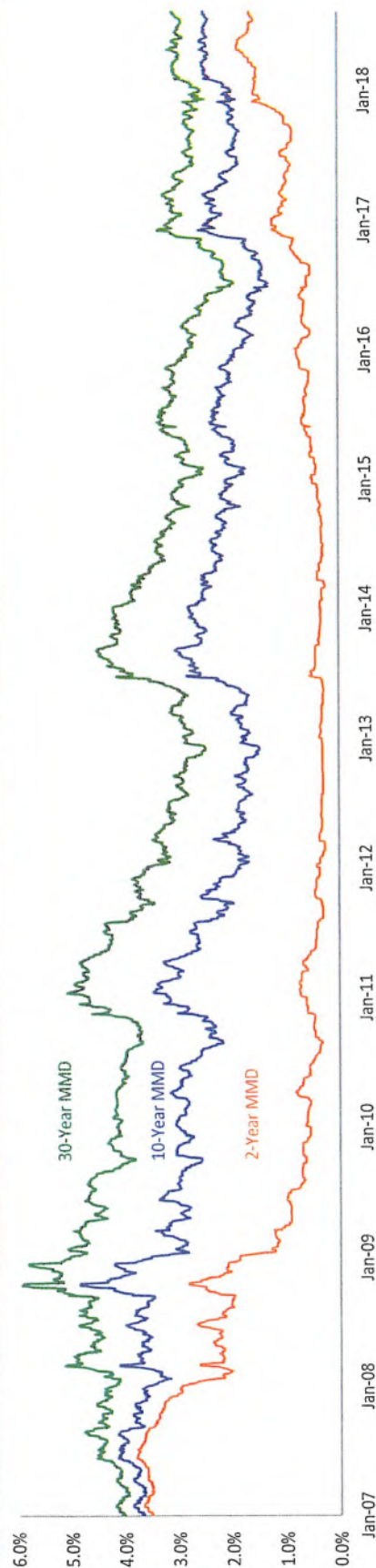
Historic Interest Rates

STIFEL

2, 10 and 30-Year Treasury Yields



2, 10 and 30-Year Municipal Market Data (MMD) Yields



#13-4

33-17

Disclosure

STIFEL

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

#13-5

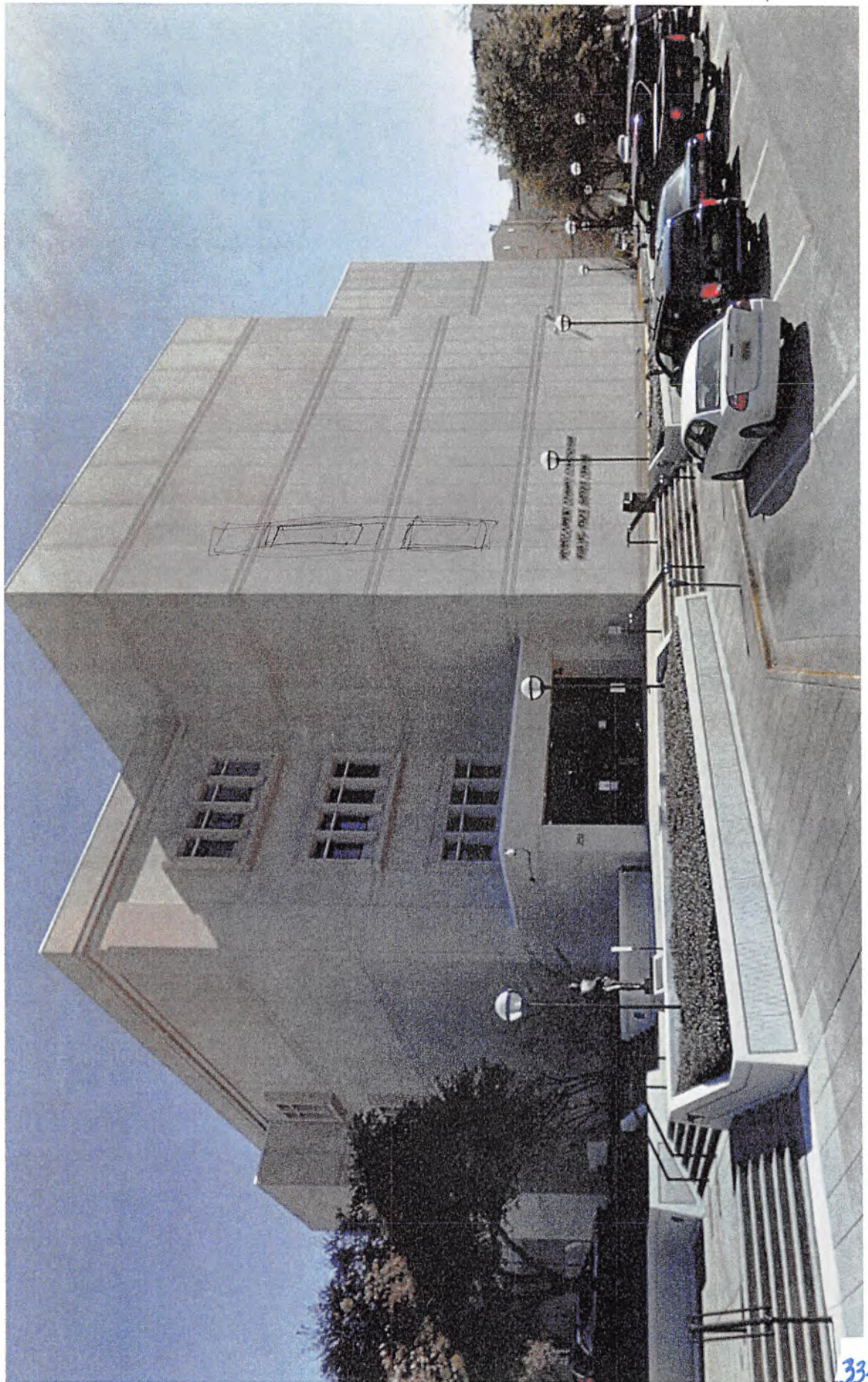
33-18

Montgomery County Commission
2018 - Capital Projects Debt Service

	Oil Lease Fund	General Fund	Road & Bridge Fund	Debt Reduction Payments	Total New Debt Payments
2019	702,688				702,688
2020	800,000	237,177			1,037,177
2021	800,000	275,000	185,229		1,260,229
2022	800,000	300,000	279,500		1,379,500
2023	800,000	350,000	275,750		1,425,750
2024	800,000	350,000	270,750		1,420,750
2025	800,000	350,000	265,750		1,415,750
2026	800,000	350,000	260,750		1,410,750
2027	800,000	350,000	255,750		1,405,750
2028	800,000	350,000	275,125		1,425,125
2029				2,052,625	2,052,625
2030				2,052,875	2,052,875
2031				2,051,125	2,051,125
2032				2,052,250	2,052,250
2033				2,051,125	2,051,125
2034				2,052,625	2,052,625
2035				2,051,625	2,051,625
2036				2,053,000	2,053,000
2037				2,051,625	2,051,625
2038				2,052,375	2,052,375
2039				2,050,125	2,050,125
2040				2,049,750	2,049,750
2041				2,051,000	2,051,000
2042				2,048,750	2,048,750
2043				2,052,750	2,052,750
2044				2,052,750	2,052,750
2045				2,048,750	2,048,750
2046				2,050,500	2,050,500
2047				2,052,625	2,052,625
2048				2,050,000	2,050,000
Total	7,902,688	2,912,177	2,068,604	41,028,250	53,911,719

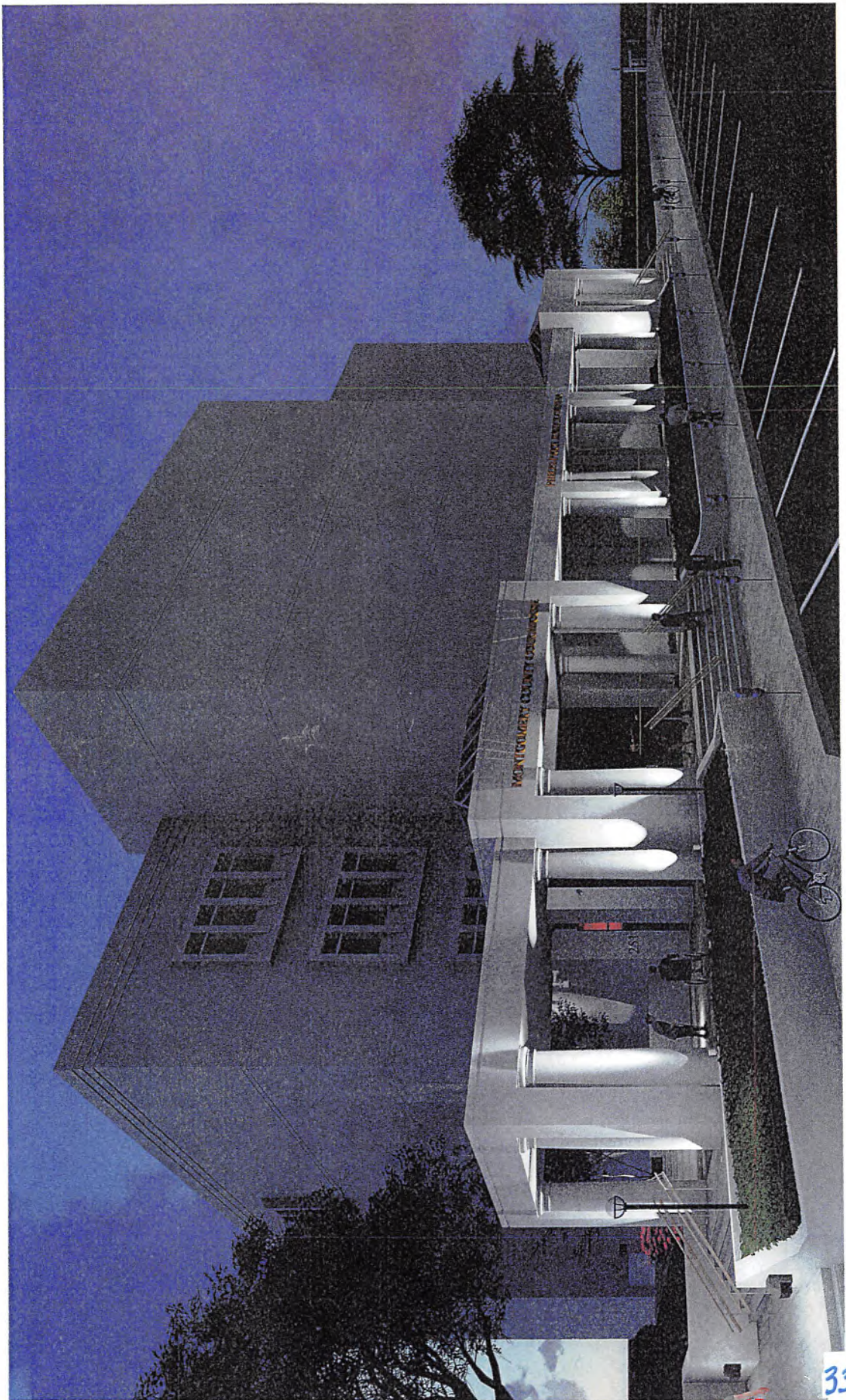
#14

#15



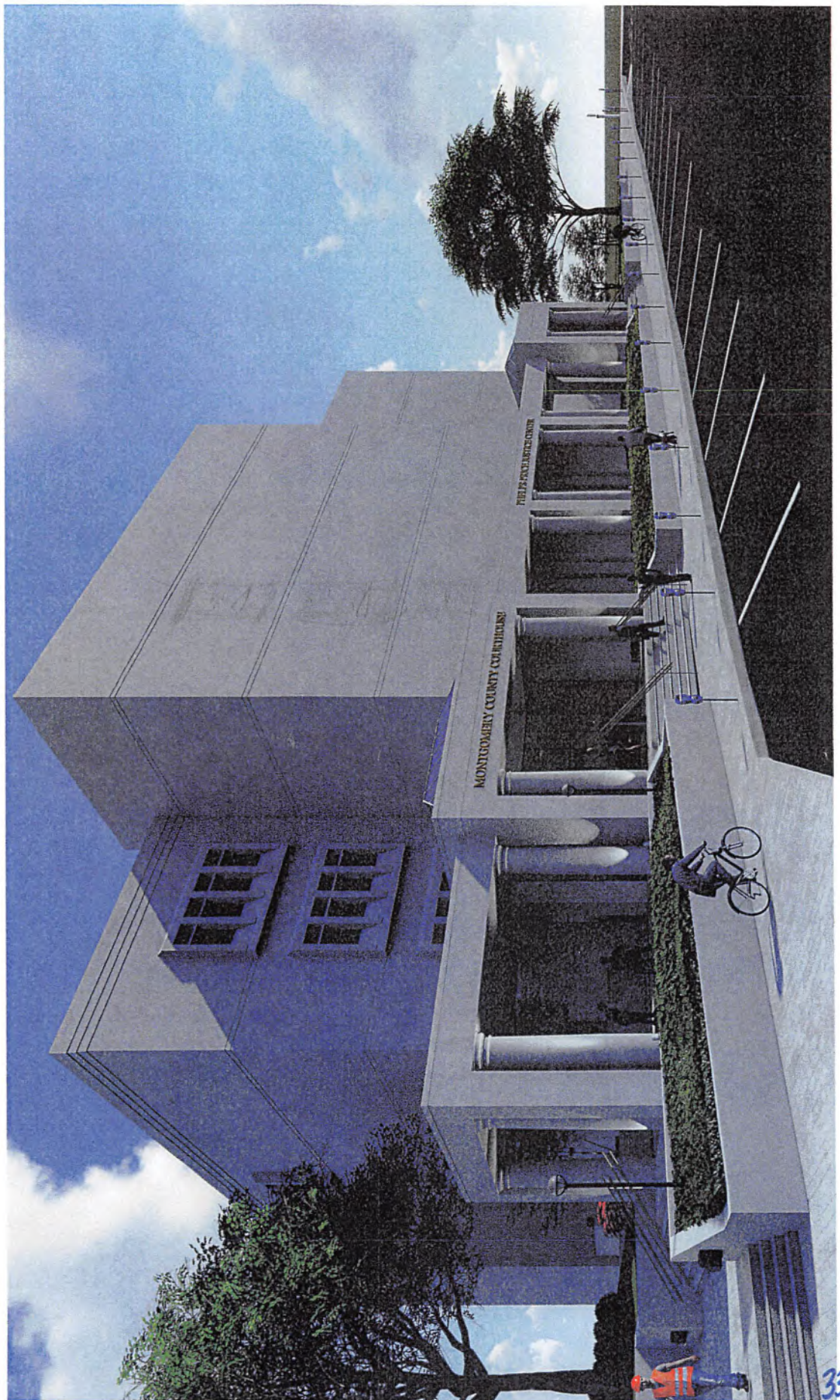
33-20

#16



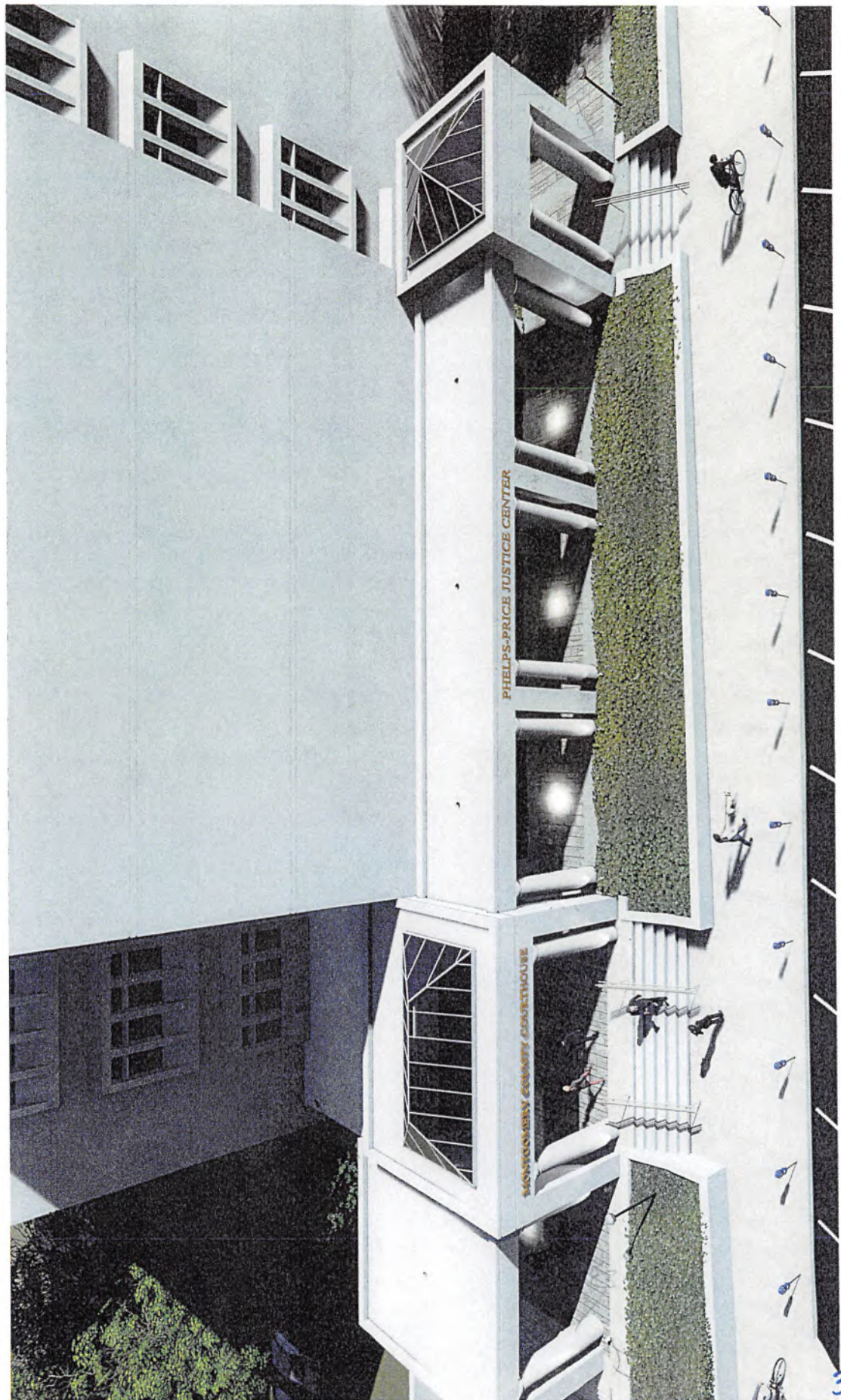
33-21

#17



33-22

#18



33-23

#19



33-24

Construction Projects and Asset Purchase	8/17/2017 Construction Only	8/9/2018 Construction and A/E	
In Progress/Committed			
Vehicle Maintenance Shop	1,600,000	1,596,470	completed
Annex II-Retaining Wall repair (in progress)	175,000	212,266	completed
Perry Street Parking Deck (County share)	750,000	1,782,264	County Share
		2,525,000	3,591,000
Immediate/Critical			
New Jail - Replace 63 showers (replacement of one shower as test in progress)	1,000,000	1,174,315	70 showers
Old Jail - Strip, clean and prep all existing paint and paint with appropriate epoxy paint; Polish existing concrete floors and replace rusted door frames; Renovate kitchen	4,000,000	4,375,000	
Annex II-Weatherization, replacement of windows and storefront, interior paint and carpet, roof repair added	1,000,000	1,667,594	basement
Greil Building-weatherization	400,000	325,000	add a/c
CareHere-weatherization, handicap restroom	120,000	648,000	new building
350 Adams Avenue-roof, interior and exterior paint, carpet, bathroom	175,000	105,140	demolition
Annex III-weatherization, parking deck separation, water membrane	700,000	562,639	early estimate
Carnegie-Upgrade all existing sump-pumps at basement entrance areaways, install new sump-pumps at all basement window wells, install generator to support sump-pumps at building during power outage and isolate building from existing underground City's storm water system	100,000	300,000	expanded scope
Neglected Repair and Maintenance			
Courthouse-update interiors (paint, carpet, lighting); relocate jury assembly to basement; reconfigure existing space for conference and meeting rooms for witnesses, mediation, etc.; add weather vestibule; upgrade elevators	9,100,000	12,289,737	
Scott Street Parking Deck-upgrade elevators, membrane, paint	1,255,000	1,618,450	
Other			
Annex I-replace remaining mechanical, electrical (critical for IT), plumbing, lighting as has been done throughout the rest of Annex I; renovate south end of 2 nd floor for IT and Engineering; update security lobby; upgrade elevators; upgrade interior finishes in cafeteria	4,316,000	6,933,443	29,999,318
TOTAL		22,166,000	33,590,318
		24,691,000	

#20

33-25

**Amendment to Prior Authorizing Resolution relating to
Issuance of Revenue Warrants by
Montgomery County Public Building Authority**

WHEREAS, Montgomery County (the “County”), has requested that the Montgomery County Public Building Authority, a public corporation formed by the County (the “Authority”), issue its lease revenue warrants (the “Warrants”) for the purpose of (a) financing various capital improvements to buildings which are owned by the Authority and leased to the County, and (b) paying the costs of issuing the Warrants;

WHEREAS, on November 20, 2017, the Montgomery County Commission (the “Commission”) adopted that certain “Resolution Authorizing Certain Matters in Connection with the Issuance of Revenue Warrants (Montgomery County Building Project), Series 2017-B by Montgomery County Public Building Authority” (the “Prior Authorizing Resolution”); capitalized terms not otherwise defined herein shall have the meaning described in the Prior Authorizing Resolution;

WHEREAS, after additional work and preparation, the Commission has determined to revise the proposed list of capital improvements to include improvements to certain additional buildings and facilities not presently owned by the Authority, which are referenced in *Exhibit A* to this resolution (such capital improvements, together with those referred to in the Prior Authorizing Resolution, being collectively referred to as the “Warrant-Financed Facilities”);

WHEREAS, the Commission has also determined to move forward with the plan to issue the Warrants to finance the Warrant-Financed Facilities in accordance with the Prior Authorizing Resolution, as amended herewith.

NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION, THE GOVERNING BODY OF THE COUNTY, as follows:

1. The Prior Authorizing Resolution is hereby approved, authorized, ratified and confirmed, except as specifically amended herein.
2. The Warrant-Financed Facilities, as defined in the Prior Authorizing Resolution, shall include certain capital improvements to those properties described in *Exhibit A*. Those properties identified in *Exhibit A* shall be conveyed to the Authority, subject to lease-back by the County.
3. The Commission does hereby approve and deem final for purposes of Rule 15c2-12, the Preliminary Official Statement substantially in the form presented to the Commission at this meeting.
4. The Warrants to be issued in accordance with the Prior Authorizing Resolution, as amended, shall be (a) designated “Revenue Warrants (Montgomery County Building Project), Series 2018”, (b) issued in an aggregate principal amount not greater than \$31,500,000, and (c) shall mature not later than December 1, 2048. Except as stated in this paragraph, all pricing parameters set forth in paragraph 4 of the Prior Authorizing Resolution are hereby approved, authorized, ratified and confirmed.
5. The officers of the County and any person or persons designated and authorized by any officer of the County to act in the name and on behalf of the County, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the

County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the Plan of Financing, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Warrants, the absence of any pending or threatened litigation with respect to the Warrants, the Financing Documents and the Plan of Financing, and the exemption of interest on the Warrants from federal and State of Alabama income taxation.

6. Each act of any officer or officers of the County or any person or persons designated and authorized to act by any officer of the County, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

Adopted this the ____ day of _____, 2018.

[S E A L]

Chairman of the Montgomery County Commission

Attest: _____
County Administrator

Exhibit A

Parcel 1 - The lot on which is located the building having the address 350 Adams Avenue, Montgomery, Alabama.

Parcel 2 – The lot known as the proposed CareHere Site on Adams Avenue between South Hull Street and South McDonough Street, which lot is currently the site of a surface parking lot.

Parcel 3 – The lot on which is located the CareHere Clinic Site having the address 300 Hull Street, Montgomery, Alabama.

August 23, 2018

Members of the Montgomery County Commission
Attn: Donnie Mims
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

I am requesting to appear before the Montgomery County Commission on Tuesday, September 4, 2018 in executive session. I have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,

Jessica G. Horsley
Director, Retention
Montgomery Area Chamber of Commerce



ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

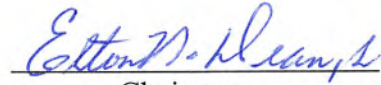
	For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
d. Security Plans and Measures	Page 24	Section IV (B) 4
e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
a. Written Declarations are required for these Executive Sessions:		
I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
III. Discussions concerning the negotiations between the body and a group of public employees.		
b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐ 4. Vote to go into Executive Session	Page 20	Section IV (A) 4
a) The vote must be open/public; and		
b) Each member must openly give his/her individual vote.		
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, September 17, 2018, at 5:00 in the afternoon.



Administrator



Chairman