

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 17, 2017

INFORMATION SESSION

Vice Chairman Walker called the meeting to order at 8:09 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. Vice Chairman Walker, Commissioner Harris, Commissioner Sankey and Commissioner Singleton were presented. Vice Chairman Walker stated that Chairman Dean was representing the Commission at an event on Maxwell Air Force Base and would join the meeting later.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

PRESENTATION BY CEO JACKIE BUSHMAN AND PRESIDENT LEWIS FIGH WITH BUCKMASTERS

CEO Jackie Bushman and President Lewis Figh with Buckmasters briefed the Commission regarding the 2017 Buckmasters Expo and requested funding for the event. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$42,500 for the event.

PRESENTATION BY PRESIDENT MIKE RUTLAND, SR. VICE PRESIDENT TIM HOLMES, ARCHITECT JEFF CAHILL AND CONTRACT ADMINISTRATOR DAVID SAWICKI WITH JMR+H ARCHITECTURE, PC

President Mike Rutland with JMR+H Architecture, PC, updated the Commission regarding issues associated with the ADA parking spaces at Annex III. Also present were Sr. Vice President Tim Holmes, Architect Jeff Cahill and Contract Administrator David Sawicki. Mr. Rutland stated that these spaces are ADA compliant. Deputy Administrator Cauthen stated that the County did not question whether the spaces were compliant but whether the design is safe. Mr. Rutland stated that the design was not hazardous. Deputy Administrator Cauthen stated that JMR+H has designed a modification that will cost the County an additional \$16,000 and they have agreed to waive any additional design fee. Deputy Administrator Cauthen presented a time line prepared by JMR+H documenting design and construction of the three parking places. (Copies of Memoranda from Deputy Administrator Cauthen, Demolition Site Plan, Email from Scott Kramer, Change Order Number 1, Lawrence Street Handicap Parking Time Line and Exhibit, Agenda Pages 21-1 through 21-24, are attached to these Minutes.)

Deputy Administrator Cauthen presented Change Order 1 to close out the contract with the existing contractor. After discussion, the Commission agreed to place Change Order 1 and the proposal from W.W. Compton Contractor, LLC and related contract for modification of the parking spaces on the next agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND DIRECTOR OF ELECTIONS DARRYL PARKER

Probate Judge Steven L. Reed and Director of Elections Darryl Parker briefed the Commission regarding the purchase of replacement voting equipment for Montgomery County, which would cost approximately \$1 million. No action was taken by the Commission.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland briefed the Commission regarding a Contract for Professional Services with Dominion Legacy, Inc., regarding the 2016 Tax Year Tax Sale. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement with the Town of Pike Road for maintenance of a nature trail they plan to construct on Wallahatchie Road. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding Amendment Number 2 to Contract with MidSouth Paving, Inc., for a one year extension for plant mix (Contract Number 53000-15B-021). After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented a Resolution declining the FY 2016 Recreational Trails Program (RTP) Grant Funds for construction of improvements at the Old Selma Road Park and terminating the Administrative Agreement with Central Alabama Regional Planning and Development Commission. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Resolution providing for Montgomery County's participation in the 2017 "Back-to-School" Sales Tax Holiday. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution to change the time and location of the May 15, 2017 County Commission Meeting to Pintlala Baptist Church, located at 73 Federal Road, Hope Hull, Alabama. The information session will begin at 5:00 p.m., with the formal session at 6:30 p.m.

Administrator Mims presented a Resolution to change the time and location of the November 6, 2017 County Commission Meeting to Ramer United Methodist Church, located at 15153 Hobbie Road, Ramer, Alabama. The information session will begin at 5:00 p.m., with the formal session at 6:30 p.m. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding the reappointment of Mr. Edgar Kirk to the Quint-Mar Water Authority for a term ending March 1, 2023. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Proposal from Goodwyn, Mills and Cawood, Inc., to provide professional architectural and engineering services for a comprehensive review of the existing conditions of Annex II. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 2 to Contract with Filter Service Company, Inc., for a one year extension for Air Filters and Services (Contract Number 51901-15B-023). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Proposal from Jimmy Day Plumbing, Inc., for the purchase and installation of a penal shower in the new jail. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from the Cancer Wellness Foundation requesting funding in the amount of \$5,000. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$5,000 for transporting cancer patients to treatment.

Chairman Dean joined the meeting.

Administrator Mims presented an email from Alabama State University requesting funding for \$6,000 for the Tonea Stewart Summer Performance Arts Program. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$6,000 for this program.

Administrator Mims presented a Budget Change Request to the City of Montgomery in the amount of \$4,500, which the County Commission approved May 2, 2016 regarding the West Fairview Avenue Farmers Market. He stated that rent is due to the City of Montgomery from June 2016 to April 2017 for a total amount due of \$9,900. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$9,900 for the West Fairview Avenue Farmers Market.

Administrator Mims presented the locations of County Commission District Meetings for 2017 for Districts 2 and 5. Vice Chairman Walker and Commissioner Sankey stated that they would decide on a location for their District meetings soon.

Administrator Mims presented an email to County Attorney Tyrone C. Means regarding Mayor Strange's offer for the County Commission to use the City's suite for five Biscuits games, which includes 40 tickets. After discussion, Attorney Means agreed that the County could use the suite for employees and that the tickets would be distributed using a first come-first serve basis or by random drawings. The Commission agreed that the Sheriff's Office will use the suite on April 24, 2017. The Commission requested that Attorney Means provide a plan for the County to lease a suite at the Stadium. (Copies of Emails, Agenda Pages 22-1 through 22-21, are attached to these Minutes.)

Administrator Mims presented a Montgomery County Commission Construction Projects Schedule dated April 7, 2017. (Copy of Schedule, Agenda Page 23-1, is attached to these Minutes.)

Administrator Mims presented a Montgomery County Commission Fund Balance Comparison Schedule dated April 7, 2017. (Copy of Schedule, Agenda Page 24-1, is attached to these Minutes.)

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2017.

Administrator Mims presented a Process Fee (Sheriff Process Fee) Collection Report for April 2017.

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

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

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

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$500 miscellaneous appropriation from his account to BOE, Montgomery Public Schools, for Parent and Partner Recognition Program.

Chairman Dean requested a \$3,000 miscellaneous appropriation from his account to BOE, McKee Middle School, for the Band Program.

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

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter. Vice Chairman Walker made a

motion to go into the Executive Session. The motion was seconded by Commissioner Sankey 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. (Letter from Ellen McNair and a Checklist for Conducting Lawful Executive Sessions, Pages 25-1 and 26-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Commissioner Harris made a motion to recess the Executive Session. The motion was seconded by Commissioner Singleton 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 Vice Chairman Walker.

The Pledge of Allegiance was led by Commissioner Sankey.

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

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of April 3, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED APPOINTMENT OF MR. JOHN A. MITCHELL, SR. AS REPRESENTATIVE-AT-LARGE TO THE MID-SOUTH RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL, INC., AND FOR HIM TO SERVE IN THIS POSITION AT THE PLEASURE OF THE MONTGOMERY COUNTY COMMISSION

Vice Chairman Walker made a motion to approve the appointment of Mr. John A. Mitchell, Sr. as Representative-At-Large to the Mid-South Resource Conservation and Development Council, Inc., and for him to serve in this position at the pleasure of the Montgomery County Commission. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 1-1, is attached to these Minutes.)

PILGRIM PROVIDENCE WATER AND FIRE PROTECTION AUTHORITY – APPROVED REAPPOINTMENT OF MS. ELLEN KEEL FOR A TERM ENDING MARCH 1, 2023

Commissioner Singleton made a motion to approve the reappointment of Ms. Ellen Keel to the Pilgrim Providence Water and Fire Protection Authority for a Term Ending March 1, 2023. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Member's Appointment Page, Agenda Pages 2-1 through 2-3, are attached to these Minutes.)

PINTLALA WATER & FIRE PROTECTION AUTHORITY – APPROVED REAPPOINTMENT OF MR. WILLIAM “BILL” HUNEYCUTT FOR A TERM ENDING MARCH 1, 2023

Commissioner Singleton made a motion to approve the reappointment of Mr. William “Bill” Huneycutt to the Pintlala Water & Fire Protection Authority for a Term Ending March 1, 2023. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Member's Appointment Page, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED SALE OF A 2004 CHEVROLET ASTRO VAN TO BULLOCK COUNTY SHERIFF'S OFFICE IN THE AMOUNT OF \$2,700

Commissioner Harris made a motion to approve the Sale of a 2004 Chevrolet Astro Van to Bullock County Sheriff's Office in the Amount of \$2,700. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter of Intent to Purchase, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED EXCLUSIVE AUTHORIZATION TO REPRESENT AGREEMENT WITH FRANK THOMAS AND ASSOCIATES, LLC, REGARDING ACQUISITION OF THE PARKING DECK FACILITY AND UNDERLYING REAL ESTATE LOCATED AT 100 SOUTH PERRY STREET, MONTGOMERY, ALABAMA

Commissioner Singleton made a motion to approve Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC, regarding Acquisition of the Parking Deck Facility and Underlying Real Estate located at 100 South Perry Street, Montgomery, Alabama. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda, Purchase and Sale Agreement, and Attorney Gallion's Opinions, Agenda Pages 5-1 through 5-14, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PURCHASE AND SALE AGREEMENT AND FOR THIS AGREEMENT TO BE PRESENTED TO JP 25 WASHINGTON, LLC, REGARDING THE PARKING DECK FACILITY AND UNDERLYING REAL ESTATE LOCATED AT 100 SOUTH PERRY STREET, MONTGOMERY, ALABAMA

Vice Chairman Walker made a motion to approve the Purchase and Sale Agreement and for this Agreement to be presented to JP 25 Washington, LLC, regarding the Parking Deck Facility and Underlying Real Estate located at 100 South Perry Street, Montgomery. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Agreement, and Attorney Gallion's Opinion, Agenda Pages 6-1 through 6-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED EXTENSION OF LEASE AGREEMENT WITH THE ALABAMA DEPARTMENT OF HUMAN RESOURCES FOR THE DHR BUILDING LOCATED AT 3030 MOBILE HIGHWAY, MONTGOMERY, ALABAMA, TO BEGIN ON THE 1ST DAY OF APRIL 2017 AND END ON THE 31ST DAY OF MARCH 2022

Commissioner Harris made a motion to approve Extension of Lease Agreement with the Alabama Department of Human Resources for the DHR Building located at 3030 Mobile Highway, Montgomery, Alabama, to begin on the 1st day of April 2017 and end on the 31st day of March 2022. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter and Lease Agreement, Agenda Pages 7-1 through 7-15, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated April 17, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow commissioners concurred:

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

BOE-2017-16: BOE, Montgomery Public Schools, for Parent and Partner Recognition Program - \$500; (Dean)

BOE-2017-17: BOE, McKee Middle School, for Band Program - \$3,000; (Dean)

Commissioner Singleton made a motion to approve Miscellaneous Appropriations Reprogramming requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO CHAPPY’S DELI FOR
EMPLOYEE LUNCHEON, BID NUMBER 51988-17B-011

Vice Chairman Walker made a motion to approve Bid Award to Chappy’s Deli for Employee Luncheon, Bid Number 51988-17B-011. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum and Bid, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAY APPLICATION TO J. J. MORLEY
ENTERPRISES FOR WEATHERIZATION OF COURTHOUSE AND JAIL 1, IN THE
AMOUNT OF \$17,829.45

Commissioner Harris made a motion to approve the Final Pay Application to J. J. Morley Enterprises for Weatherization of Courthouse and Jail 1, in the amount of \$17,829.45. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum and Application for Payment, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 38 FOR ANNEX I SHERIFF’S DISPATCH PROJECT IN THE
AMOUNT OF 249,936

Commissioner Harris made a motion to approve Budget Change Request Number 38 for Annex I Sheriff’s Dispatch Project in the Amount of \$249,936. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 39 TO THE SAMARITAN COUNSELING CENTER FOR YOUTH
AND FAMILY INITIATIVES IN THE AMOUNT OF \$20,000

Commissioner Harris made a motion to approve Budget Change Request Number 39 to The Samaritan Counseling Center for Youth and Family Initiatives in the Amount of \$20,000. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 40 TO THE BOY SCOUTS OF AMERICA, TUKABATCHEE AREA
COUNCIL FOR YOUTH LEADERSHIP CAMP IN THE AMOUNT OF \$5,000

Commissioner Singleton made a motion to approve Budget Change Request Number 40 to the Boy Scouts of America, Tukabatchee Area Council for Youth Leadership Camp in the Amount of \$5,000. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Engineering Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Vice Chairman Walker made a motion to approve Budget Change Request Number 1, Personnel Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Corrections Officer Sergeant, Position Number 500421158
2. Corrections Officer Trainee/Corrections Officer, Position Number 500419117
3. Corrections Officer Trainee/Corrections Officer, Position Number 500419180

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Assistant Director, Pre-Trial Diversion, Position Number 420002003

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-1, is attached to these Minutes.)

PARKS & RECREATION DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. Recreation Leader, Position Number 240336001

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 18-1, is attached to these Minutes.)

APPROVED POSITION FILL REQUEST – PROBATE JUDGE’S OFFICE (1)

1. Assistant Tag and License Supervisor, Position Number 750053012

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 19-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (10)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|------------------------------------|---------------------------|
| 1. County Commission | Request Numbers 30 and 31 |
| 2. District Attorney's Office | Request Number 4 |
| 3. Revenue Commissioner's Office | Request Numbers 8 and 9 |
| 4. Probate Office | Request Number 7 |
| 5. Parks and Recreation Department | Request Number 2 |
| 6. Appraisal Department | Request Numbers 21 and 22 |
| 7. Sheriff's Office | Request Number 52 |

Vice Chairman Walker made a motion to approved Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 20-1 through 20-10, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Grant Writer Regina Walker informed the Commission that the Montgomery Sheriff's Office Annual Deputy Dave Day will take place on Saturday, April 29, 2017, at Dunbar-Ramer School during the hours of 10:00 a.m. to 2:00 p.m. and everyone is invited. She also said she wanted to give a special thanks to Derrick Franklin of the McGhee Road Probate Office location for all the help he is doing in getting the word out about the event.

Bishop Roosevelt Crawford of Connecting Life Center greeted the Commission and invited them to some of the events at the center. He said that the Life Center is very viable in the community and that it needed the Commission's support. The Athletic Director of the center, Cornelius Harris, said good morning and also elaborated on the need for support for the center. He stated that they would appreciate any support they could get. Chairman Dean suggested that Mr. Crawford and Mr. Harris submit a written request to the Commission and they would go from there.

Director of Think Big Activist William Levi Gailliard said good morning and made comments in reference to how the Think Big organization has made a big impact in Montgomery Public Schools. Mr. Gailliard introduced a consultant to the Think Big organization, Mr. L. L. Burge. Mr. Burge stated that he would be working with Montgomery Public Schools Students in the areas of science, math and reading to improve study skills. He said that there are 27 schools that are in need of help and stated they would bring a proposal outlining their request. Chairman Dean asked who is Mr. Burge's contact with the Montgomery Public Schools and suggested that his contact inform the Commission how Mr. Burge can help them.

Commissioner Singleton said good morning and said he would like to echo what Grant Manager Regina Walker said about Deputy Dave Day because it is a great event. He also stated that he believes everyone in Ramer knows Sheriff Cunningham and his deputies and he applauds them for being proactive in the communities.

Commissioner Sankey said good morning and stated that he feels sure that the Bellingrath Center has an opportunity to enhance the community. Commissioner Sankey suggested that future requests should come through him because the center is in his district.

Vice Chairman Walker thanked Sheriff Cunningham for the Easter Egg Hunt that was held on Sunday. She said she appreciates all that he does. She commented on how great the Air Show was and thanked the County, City and Maxwell for doing an excellent job handling such a big crowd of approximately 150,000 people. She also said that she wanted to commend her fellow Commissioners for their attendance at functions when other public figures are not there. She said she just wanted to give them a pat on the back, Go Team!

Chairman Dean said thank you to Vice Chairman Walker. He said that the Commissioners took the job to be there for the people and to represent the people.

Commissioner Harris said good morning and said that he thinks everything has already been said. He said he did want to commend the Sheriff's Office. Commissioner Harris said that Sheriff Cunningham is challenging the Commission to do more and be more proactive.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on April 17, 2017, at 9:58 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

AGENDA

APR 17 2017

4-17-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-7-17

Check Number	To	Check Number
268164		268265
Total Checks Paid		\$720,784.09

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

AGENDA

APR 17 2017

4-17-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-7-17

Check Number	To	Check Number
268116		268163
Total Checks Paid		\$304,655.29

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
4/14/17

Payroll Check Number	127651	To	Payroll Check Number	127721	\$ 57,907.65
Direct Deposits					\$ 873,856.58
Payroll Check Number	127722	To	Payroll Check Number	127744	\$ 256,908.48
Direct Deposits					\$ 403,619.26
Federal Deposits					\$ 343,977.57
Total Payroll Paid					\$ 1,936,269.54

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

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

April 12, 2017

AGENDA

APR 17 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Mid-South Resource Conservation and Development Council, Inc.

Under the Constitution and Bylaws of the Mid-South Resource Conservation and Development Council, Inc., the Montgomery County Commission appoints a member to the Council as its representative. Deputy Administrator Florence Cauthen was appointed in December 2016 as the Commission's representative.

In addition, the County Commission and the County Conservation District Board jointly appoint two members-at-large. Ms. Becky Wood and County Conservation District representatives Raymond Boykin and Jimmy Smitherman have requested that former Deputy Administrator John A. Mitchell, Sr., be appointed as a member-at-large. Mr. Mitchell would like to serve in that capacity.

I request that the appointment of John A. Mitchell, Sr. as representative-at-large to the Mid-South Resource Conservation and Development Council, Inc., and for him to serve in this position at the pleasure of the Montgomery County Commission be placed on the next agenda.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

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

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointment to Pilgrim Providence Water and Fire Protection Authority

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda the reappointment of Ms. Ellen Keel as a board member of the Pilgrim Providence Water and Fire Protection Authority for a term ending March 1, 2023.

I am requesting approval of this reappointment.

/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

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

**Pilgrim Providence Water Authority
P. O. Box 143
Ramer, Al 36069
334-312-3529**

March 27, 2017

**Donnie Mims
County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Al 36102**

Dear Mr. Mims,

The Pilgrim Providence Water Authority would like to request the approval to re-appoint Ellen Keel to our Board of Directors. She has served selflessly for the past six years and has agreed to serve again. Thank you for your consideration in this matter.

Sincerely,

**Joyce Hubbard
Manager/Operator**

Pilgrim-Providence Water
And Fire Protection Authority

Members:

Term Expires:

David Livingston Vice Chairman 13715 Old Pike Road Mathews, AL 36052	(Place 1)	3/1/2019
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Richard H. Phelps Chairman 2828 Greenwood Drive Mathews, AL 36052	(Place 2)	3/1/2021
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* Ellen Keel 19996 Old Pike Road Fitzpatrick, AL 36029 Home: (334) 584-9267	(Place 3)	3/1/2017
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Copy of Appt. letters to: John F. Andrews
Capell, Howard, Knabe & Cobbs P.A.
P.O. Box 2069
Montgomery, AL 36197

Ronald D. Wyatt, Area Director
United State Department of Agriculture
205 West Adams Street
Dothan, Alabama 36303

Pilgrim-Providence Water and Fire Protection Authority
P.O. Box 143
Ramer, AL 36069

Term: 6 years

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Reappointment to Pintlala Water and Fire Protection Authority

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda the reappointment of Mr. William "Bill" Huneycutt as a board member of the Pintlala Water & Fire Protection Authority for a term ending March 1, 2023.

I am requesting approval of this reappointment.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

Pintlala Water & Fire Protection Authority

Members:

Term Expires:

* William "Bill" Huneycutt
19675 U.S. Highway 31
Letohatchee, AL 36047

3/1/2017

Cecil Brendle
308 Pettus Road
Hope Hull, AL 36043
Phone: 281-4282

3/1/2019

Wayne G. Hatcher
195 Lamar Road
Hope Hull, AL 36043
Phone: 281-4180

3/1/2021

Cc: Chairman (Brendle)
Maintenance: Fran Pugh, 288-5054)

Term: 6 years



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

APR 17 2017

March 20, 2017

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Sale of Detention Facility Vehicle

2017 MAR 20 AM 8:36

I am requesting that the County Commission approve the sale of our 2004 Chevrolet Astro Van to Bullock County Sheriff's Office for \$2,700.00. The said van is currently in our inventory identified as vehicle number 6144; however, it is no longer in service. I have indicated below information concerning the said vehicle:

Make: Chevrolet
Model: Astro
Body Type: Van
Mileage: 171,550
VIN #: 1GCDM19X54B110158

I have enclosed a copy of the letter received from Sheriff Rogers requesting the van for the Bullock County Sheriff's Office.

If you have any questions, please do not hesitate to contact me or my assistant.

DC/crv

encl.

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 41

Raymond D. Rodgers
SHERIFF

Anthony L. Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

Office Phone: 334-738-2670
County Jail: 334-738-9222
Fax: 334-738-3982

RE: Vehicle Purchase Request

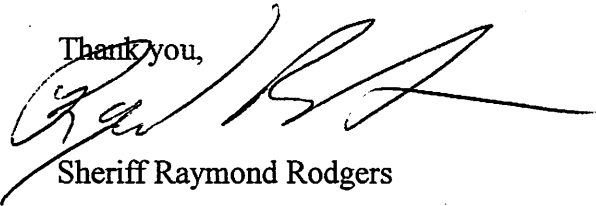
March 17, 2017

TO: Montgomery County Commission

RE: Letter of Intent to Purchase

The Bullock County Sheriff Department request to purchase a passenger van from the Montgomery County Sheriff's Department. This letter serves as a letter of intent to purchase a passenger van from the Montgomery County Sheriff Department. I would to submit my a bid of \$2,700 dollars; I am writing this letter of intent to purchase the passenger van.

Thank you,



Sheriff Raymond Rodgers

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

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Purchase and Sale Agreement with JP 25 Washington, LLC

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda a Purchase and Sale Agreement, which is to be presented to JP 25 Washington, LLC, regarding the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

I am requesting approval of this Agreement and for it to be presented to the Seller.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between **JP 25 Washington, LLC** (hereinafter referred to as "Seller"), and **Montgomery County Commission** (hereinafter referred to as "Buyer");

WITNESSETH:

1. **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property initially described as follows:

The parking deck facility and underlying real estate located at 100 South Perry, Montgomery, Alabama known by Tax Parcel Number 1003073303056.000.

containing approximately .5784 acres lying and being situated in The City of Montgomery, Alabama, as more particularly designated on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as "Property"), together with all appurtenances, rights of way, improvements, privileges, easements, and other rights benefitting or pertaining to the Property and all right, title and interest of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof. The legal description of the Property shall be based on the Survey attached hereto as Exhibit "A" and the Legal Description attached hereto as Exhibit "B".

2. **PURCHASE PRICE.** The Purchase Price of the Property (the "Purchase Price") shall be Two Hundred Twenty Five Thousand and No/100 (\$225,000.00). The Purchase Price shall be payable as follows:

(a) The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing by cashier's check, wire transfer or cash.

3. **INSPECTION PERIOD.** Buyer shall have a period of sixty (60) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies (to include Phase I, Phase II, or greater) and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary and other governmental land use approvals, zoning variance(s), permits and licenses with respect to the Property and the intended use and development thereof, and to otherwise conduct a feasibility review and analysis with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the

contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing and all rights and obligations hereunder shall cease and terminate. Should Buyer fail to notify Seller within the Inspection Period, it shall be understood by all parties that Buyer elects not to proceed with the purchase of the Property and both parties shall be released from any further obligation to the other. The parties hereto agree and acknowledge that Buyer has been furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property.

b. In the event that an initial Phase I Environmental Study shows that the Property has environmental concerns then it will be necessary for the Buyer to conduct a Phase II Environmental Study. In said event it is understood by all parties that the Inspection Period shall be extended for an additional thirty (30) days and all other terms and conditions of the Agreement shall remain the same.

4. GOVERNMENTAL APPROVALS. Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans and shall deliver such originals to Buyer at closing. IN NO EVENT SHALL BUYER RE-ZONE THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

5. ENTRY UPON PROPERTY. Upon execution of this Agreement, Buyer, its agents, employees, contractors, and all other persons authorized by it, or any of them, are permitted to enter the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, studies, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense (the provisions of this paragraph shall expressly survive the expiration or termination of this Agreement or the Closing as the case may be).

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller and Frank Thomas and Associates, LLC from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. SURVEY. See Survey attached as Exhibit "A". Seller has furnished Buyer with a Survey dated 10/17/07. Buyer reserves the right to conduct its own Survey at its own expense.

8. ABSTRACT OF TITLE. Seller agrees at its cost to furnish the Buyer within seven (7) days after the Effective Date of this Agreement, an up-to-date Abstract of Title or a Title Binder of the entire Property extending back at least sixty (60) years and disclosing good and merchantable fee simple title thereon vested in Seller. Buyer shall have its attorney examine the abstract of title; provided, however, it is Buyer's requirement that the Abstract of Title disclose Seller as present owner of fee simple title to the Property without exception except for ad valorem taxes not yet due and payable, any existing mortgage(s) (from which the Property shall be released at Closing) and such other easements and exceptions as Buyer may, in its sole and absolute discretion, waive in writing (the "Permitted Exceptions"). If the Abstract of Title discloses a defect or defects in title to any portion of the Property or discloses easements or other exceptions that Buyer is unwilling to waive, then Buyer agrees to notify Seller in writing of such matters within ten (10) days of Buyer's receipt of the Abstract and Seller, in its sole discretion may proceed to cure such matters at Seller's expense. If said matters are not cured within twenty (20) days after notice, then Buyer may grant Seller additional time to cure the defects and, further, Buyer may, at any time thereafter, at its option, in writing, waive such defect or unacceptable easements or other exceptions or cancel this Agreement. Seller represents that it presently owns fee simple title to the Property, except for any existing mortgage which Seller covenants to have released with respect to the Property at the time of Closing, and Seller covenants that it will not permit any change in the status of the title to the Property until this Agreement has been consummated or otherwise terminated in accordance with the terms hereof. Risk of loss prior to Closing shall be borne by Seller.

9. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is thirty (30) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day or such earlier date as Seller and Buyer may mutually agree. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a General Warranty Deed conveying a good and merchantable, indefeasible fee simple title to the Property subject to covenants, restrictions reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey and taxes and assessments hereafter becoming due against said Property. The description used in the deed shall be one and the same and shall coincide with the legal description of the Property by virtue of the new Survey. Seller shall pay at Closing, by deducting from the Purchase Price, any and all expenses herein provided to be paid by Seller and the cost of preparing the deed. Buyer shall pay all costs, taxes and expenses for recording the deed. Ad valorem taxes, rental income, and utilities, if any, shall be prorated as of the date of Closing. Any assessments whether due or not levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may

be reasonably required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession. Buyer shall select and pay the Closing Attorney.

10. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy to seek specific performance. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may as its sole and exclusive remedy the right to seek of specific performance.

11. ENVIRONMENTAL CONCERNS. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance (s)", "hazardous waste (s)" or "hazardous material (s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified prior to Closing by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto ten (10) days after Buyer receives notice of same.

Seller and Buyer expressly acknowledge that Frank Thomas and Associates, LLC has NOT made an independent investigation or determination with respect to the existence or nonexistence of asbestos, mold, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Buyer and Frank Thomas and Associates, LLC shall not be held responsible therefore. The provisions of this Paragraph shall survive the Closing.

12. UTILITIES. Seller and Buyer hereby acknowledge that this sale does NOT require Seller to deliver sanitary sewer, water service, storm drainage facilities, or any other utilities to the Property. It shall be Buyer's responsibility to determine the locations, capabilities and costs required to serve the Property with utilities necessary for the Property's intended use. Any and all costs related to these matters shall be paid by the Buyer. The provisions of this Paragraph shall survive the Closing.

13. CONDEMNATION. Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of Closing to acquire any portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

14. NOTICES. Any notice permitted or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:

JP 25 Washington, LLC
2435 N. Central Expressway, Ste. 1650
Richardson, Texas 75080
Attn: Mark Jordan
O: 972.458.7600
Mobile: 214.906.0446
Email: Mjordan@jppartners.net

With Copy To (Which Does Not
Constitute Notice):

Buyer:

Chairman Elton N. Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Frank Thomas & Associates, LLC
Frank Thomas
2855 Zelda Road
Montgomery, Alabama 36106
O: 334.271.1236
Fax: 334.271.1237
Email: f.thomas@frankthomasllc.com

With Copy To (Which Does Not
Constitute Notice):

Haskell, Slaughter & Gallion, LLC
Tommy Gallion
8 Commerce Street, Suite 1200
Montgomery, Alabama 36104
O: 334.265.8573
Fax: 334.264.7945
Email: ttg@hsg-law.com

Gregory A. Carr, Sr.
2855 Zelda Road
Montgomery, Alabama 36106
Phone: 334.269.5900
Email: greg@gregory-carr.com

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

15. NO WASTE. Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, nor consent to any zoning, re-zoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

16. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

- (i) The Property is now assessed on a "fair market value" classification rather than a "current use" classification and is not subject to so-called "roll back taxes". In the event this warranty and representation shall prove to be untrue Seller shall be solely responsible for and agree to reimburse Buyer any additional ad valorem taxes in the nature of rollback or recapture taxes due under Code of Alabama 1975 Section 40-7-25.3, if such taxes are levied.
- (ii) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.

- (iii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alternations of the Property that have not been satisfactorily made.
- (iv) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy.
- (v) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of the Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) The Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Buyer and Seller.

17. AGENCY DISCLOSURE AND BROKERS. Pursuant to Ala. Code Section 34-27-8(c), the following Agency Disclosure is given by the Selling Company and the Listing Company.

The Listing Company is: Frank Thomas and Associates, LLC

The Listing Company is: (Two Blocks May Be Checked)

<u> </u>	An Agent of the Seller
<u> X </u>	An Agent of the Buyer
<u> </u>	An Agent of both the Seller and Buyer and is acting as a Limited Consensual Dual Agent
<u> </u>	Assisting the Buyer/Seller as a Transaction Broker

The Selling Company is: Frank Thomas and Associates, LLC

The Selling Company is: (Two Blocks May Be Checked)

<u> </u>	An Agent of the Seller
<u> X </u>	An Agent of the Buyer
<u> </u>	An Agent of both the Seller and Buyer and is action as a Limited Consensual Dual Agent
<u> </u>	Assisting the Buyer/Seller as a Transaction Broker

Seller's Initials: _____ Buyer's Initials: _____

18. FEE. Buyer has entered into a separate Agreement with Frank Thomas and Associates, LLC. It is agreed between Frank Thomas and Associates, LLC and Seller that Seller shall be responsible to pay one-half of the total fee (10%) or 5% of the Purchase Price. The Fee shall be paid by Seller in cash at Closing.

Except as set forth above, each of the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to the proposed purchase of the Property by Buyer. Each party acknowledges to the other that it has not dealt with any Broker except as set forth above. The provisions of this

other that it has not dealt with any Broker except as set forth above. The provisions of this Paragraph shall survive the Closing.

19. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

20. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

21. TAX MATTERS. Montgomery County acknowledges that the Seller contemplates seeking charitable deductions for the value of the Property over and above the Purchase Price. If requested Montgomery County will, at no cost to Montgomery County, provide such assistance and information that is required to be provided by a governmental entity receiving a charitable donation of land under the Internal Revenue Code in order for the contribution to be tax deductible by the donor of the Property, but Montgomery County will have no obligation to take any action or provide any information or assistance that Montgomery County reasonably believes is incorrect or contrary to applicable law. The Seller shall be solely responsible for any audits, costs, or liabilities that may arise from any tax deduction claimed by Seller in connection with the contemplated transactions and shall hold Montgomery County harmless for any claims related to the same. Montgomery County makes no representation regarding the fair market value of the Property or any tax-related consequences of the contemplated transactions. If the Seller seeks to receive any tax deduction for the gift of the Property they will obtain independent tax advice and be solely responsible for the costs of any appraisal and for compliance with the applicable provisions of the Internal Revenue Code and other applicable law.

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

and governed by the laws of the State of Alabama between the Montgomery County Commission and JP 25 Washington LLC .

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

SELLER:

JP 25 Washington, LLC

WITNESS:

By: _____

As:

Date: April ____, 2017

BUYER:

Montgomery County Commission

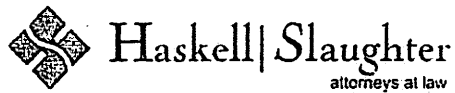
WITNESS:

By: _____

Elton N. Dean, Sr.

As: Chairman

Date: April ____, 2017



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

April 13, 2017

TT6

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Purchase and Sale Agreement JP25 Washington, LLC

I have reviewed the Purchase and Sale Agreement ("Agreement") between JP25 Washington, LLC and Montgomery County Commission.

It is my opinion the Agreement is acceptable as is. The Agreement is legal and is binding on the parties executing same.

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

April 13, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Purchase and Sale Agreement with JP25 Washington, LLC

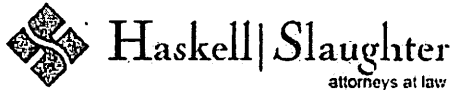
Attached is a Purchase and Sale Agreement with JP 25 Washington, LLC regarding the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

Please review the attached Agreement and issue an opinion by 12:00 Noon today, Thursday, April 13, 2017, today as to whether it is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment



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

MEMORANDUM

March 27, 2017

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Washington Street Parking Deck Purchase Agreement

Per our conversation today which included you, Florence Cauthen, Frank Thomas, I opine to the following:

- (1) I am in agreement with all of your suggestions outlined in a separate memo sent to me today;
- (2) I think we should employ Attorney Greg Carr to do the title search and provide a title opinion to the County;
- (3) My main concern is the fact that this parking deck is approximately 37 years old. I do not know the life expectancy of a 37 year old parking deck, but we need to obtain that information;
- (4) For liability purposes, we need to have Jack Daniel, a structural engineer give us an in depth opinion as to the safety and the expected long-term durability of the deck;
- (5) Once that information is obtained, we need to check and see if we can get an insurance policy on the deck based on the structural engineer's opinion. We also need to get Scott Kramer to check on this matter with our catastrophic insurance carrier and see if we would be covered under that policy.
- (6) Many things can happen that would create liability to an unguarded parking deck such as:
 - (a) a mugging, rape or murder at night in the deck;
 - (b) the deck collapsing and destroying automobiles and possibly a life;
 - (c) accidents of a car going off the parking deck onto the street and/or someone falling off of the parking deck

This is my main concern. Other than that, we can work through the other items fairly easy.

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

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLW*
County Administrator

SUBJECT: Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC

The Montgomery County Commission, at its meeting on April 3, 2017, agreed to place on the next agenda an Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC, regarding the acquisition of the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

I am requesting approval of this Agreement.

/tn

Attachment

Frank Thomas and Associates, LLC
Exclusive Authorization to Represent

1. Appointment of Buyer's Agent. Montgomery County Commission appoints Frank Thomas and Associates, LLC, as Buyer's agent for the purpose of assisting Buyer in the negotiation and purchase of the land and parking garage located at 100 South Perry Street, Montgomery, Alabama believed to be owned by JP25 Washington, LLC and known by Tax Parcel Number 10-03-07-3-303-056.000 (shown on Exhibit "A" attached) on the 17th day of April 2017.
2. Duration of Agency. This Agreement shall commence on the 17th day of April, 2017 and terminate at 11:59 p.m. on the 16th day of April, 2018 ("Termination Date"). However, if on the Termination Date, there is a binding agreement to purchase, option to purchase the Property in effect between Buyer and Seller and such purchase, option to purchase, has not closed, or negotiations for a purchase, option or lease are pending, then the agency created hereunder shall continue in effect according to the terms hereof until such time as negotiations are complete and any binding agreement to purchase, option to purchase is closed or any lease, or option to lease is in force.
3. Compensation of Broker: Broker's compensation is earned when Buyer enters into a binding written agreement for the purchase, option or lease of the Property and is payable as specified herein. In consideration of the services to be performed by Broker, Broker during the term of this agreement including any renewals or extensions, shall be paid a total fee of 10% of the purchase price in cash at closing of such purchase. Buyer shall only be responsible to pay Broker one-half of the fee or 5% of the purchase price and Seller shall only be responsible to pay one-half of the fee or 5% of the purchase price. The compensation to Broker by Seller shall be memorialized under a separate agreement between Broker and Seller.
4. Effect of Exclusive Authorization to Represent Agreement. By entering this agreement, Broker becomes the limited agent of Buyer for the purposes set forth herein and will represent Buyer to the extent set forth herein. By engaging Broker, as Buyer's exclusive agent, Buyer agrees to conduct all negotiations to purchase, option or lease the Property through Broker during the time this agreement is in effect.
5. Brokerage Services. Broker will exercise reasonable skill and care for Buyer. On behalf of Buyer, Broker will exercise good faith in performing the following services:
 - a. seeking a price and terms for the Property which are acceptable to Buyer,
 - b. procuring acceptance of an offer to purchase, exchange, option or lease the Property and to assist in the closing or completion of the purchase, exchange, option or lease;
 - c. presenting all offers to and from the Buyer in a timely manner,
 - d. disclosing to Buyer material facts actually known to Broker,
6. Failure to Close/Default. Failure by either party to comply with this agreement shall be a default, and the non-defaulting party may seek any relief as provided by law. In the event of Buyer's default, Buyer shall be liable for any compensation Broker is entitled to under this agreement.
7. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the

6-2

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

8. Assignment by Buyer. No assignment of Buyer's rights or obligations under this agreement and no assignment of rights or obligations in the Property obtained for Buyer under this agreement shall operate to defeat any of Broker's rights.
9. Modification of this Agreement. No modification of any of the terms of this agreement shall be valid, binding upon the parties, or enforceable unless in writing and signed by all parties.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This agreement is binding upon the parties, their heirs, administrators, executors, successors, and assigns. This agreement may not be assigned by either party without the written approval of the other party. Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement shall not be affected and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permitted by law. Headings herein are for informational purposes only and shall not aid in the construction of any of the provisions contained herein.

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy.

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

Date

Witness

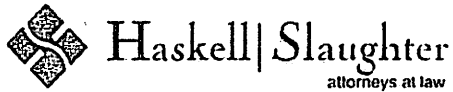
Date

H. Frank Thomas, III, Broker
Frank Thomas and Associates, LLC

Date

Witness

Date



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

MEMORANDUM

TTG

April 13, 2017

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Agreement with Frank Thomas and Associates, LLC, regarding Parking
Deck Facility Located at 100 South Perry Street

I have reviewed the Frank Thomas and Associates, LLC, Exclusive Authorization to Represent ("Agreement") between Frank Thomas and Associates, LLC, and Montgomery County Commission.

It is my opinion the Agreement is acceptable as is. The Agreement is legal and is binding on the parties executing same.

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



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WWW.MC-ALA.ORG

April 12, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Agreement with Frank Thomas and Associates, LLC
regarding Parking Deck Facility Located at 100 South Perry Street

Attached is an Exclusive Authorization to Represent Agreement with Frank Thomas and Associates, LLC, regarding the acquisition of the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

Please review the attached Agreement and issue an opinion by 10:00 a.m., Thursday, April 13, 2017, today as to whether it is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Extension of Lease Agreement for the DHR Building located at 3030 Mobile Highway, Montgomery, Alabama with the Alabama Department of Human Resources

Chairman Dean received a letter from Director Jacqueline Darnell with the Alabama Department of Human Resources (DHR), General Services Division, dated March 13, 2017, regarding the DHR building located at 3030 Mobile Highway, Montgomery, Alabama. On April 3, 2017, the County Commission discussed the notice of the Department's intention to extend the Lease Agreement for the third additional five-year period at \$1.00 per square foot for 101,289 sq. ft. at the monthly rate of \$8,440.75 or \$101,289 annually.

After discussion, the Montgomery County Commission agreed to place on the next agenda the Extension of Lease Agreement for the DHR Building located at 3030 Mobile Highway, Montgomery, Alabama with the Alabama Department of Human Resources. This extension will begin on the 1st day of April 2017 and end on the 31st day of March 2022.

I am requesting approval of the extension of this Lease Agreement.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

7-1



ROBERT BENTLEY
Governor

State of Alabama Department of Human Resources

S. Gordon Persons Building
50 Ripley Street
P.O. Box 304000
Montgomery, Alabama 36130
334.242.1310
www.dhr.state.al.us



NANCY T. BUCKNER
Commissioner

March 13, 2017

Montgomery County Commission
100 South Lawrence Street
Montgomery, Alabama 36104

Attn: Mayor, Administrator, Chairman, and/or City Clerk

Re: County DHR Facility: Montgomery
Occupied: August 1993
Located: 3030 Mobile Highway, Montgomery, Alabama 36125

To Whom It May Concern:

In accordance with the renewal paragraph of the lease agreement between the State of Alabama, Department of Human Resources (DHR) and Clarke County Commission:

- Page: 8
- Section: 11

DHR hereby gives notice of our intention to extend the Lease Agreement as follows upon your concurrence:

- The third additional five year term
- At \$1.00 per square foot for 101,289 square feet
- At the monthly rate of \$8,440.75 or \$101,289.00 annually
- Extension begins on the 1st day of April 2017 and end on the 31st March 2022

Please place your concurrence in writing to me at:

2773 Gunter Park Drive West, Montgomery, AL 36109 and include 12-months of rental invoices for payment.

If you have any questions or need additional information, please feel free to contact me at 334-409-6800 or Jacqueline.Darnell@dhr.alabama.gov.

Sincerely,


Jacqueline Darnell, Director
DHR, General Services Division

Cc: County Director, Montgomery County DHR
Brandi Rice and Chiquita Wilson-Penn, DHR Finance Accounts Payable
LaTrenda McCain-Lee, DHR Housing
Ken Bishop and Gwen Harrison, Office of Space Management

LEASE AGREEMENT, by and between **MONTGOMERY COUNTY, ALABAMA** (herein called the "Lessor"), and **ALABAMA DEPARTMENT OF HUMAN RESOURCES**, an agency of the State of Alabama (herein called the "Agency").

In consideration of the respective agreements on the part of the Lessor and the Agency herein contained, the parties hereto do hereby agree as follows:

Section 1. Term of Lease; Rent Commencement Date. (a) This Lease Agreement shall take effect immediately upon its execution and delivery and shall continue in full force and effect until the first day of the month following the month during which the final rental payment is required to be made in accordance with the next succeeding paragraph (b) of this Section 1. Payment of rent shall commence as provided in the next succeeding paragraph (b) of this Section 1 and shall continue until the month specified in Section 3.

(b) Payment of the monthly rental hereunder shall begin as soon as practicable but no earlier than the date on which the Building (hereinafter described) is completed, and approval and/or certification by all appropriate city, county and state officials that the Building is ready for occupancy (the "Rent Commencement Date"). In the event the Rent Commencement Date occurs on any day other than the first day of a month, then the first rental payment hereunder shall be due on the day the Rent Commencement Date occurs and shall be in an amount prorated from the Rent Commencement Date until and including the last day of the month during which the Rent Commencement Date occurs. Said computation will be based on a thirty-day (30-day) month.

Section 2. Location. This Lease Agreement covers a building (the "Building") and parking lot to be constructed substantially in accordance with the plans, specifications and drawings heretofore furnished to the Agency. The property subject to this Lease Agreement shall be located on the real property described on Exhibit B (the "Site") and shall consist of the Building generally described in Exhibit A (the Site, the said building and related facilities located in the Site being herein together called the "Demised Premises"). It is anticipated that the drawings and specifications, including any site plan, may be changed prior to construction of the Building, but final plans and specifications will be submitted to the Agency for comment and approval prior to the commencement of construction. Agency, by the execution and delivery hereof, approves the plans, specifications and drawings for the Building heretofore furnished to it.

Section 3. Rental Payments. (a) The monthly rental hereunder shall be \$58,354.17 for each month, commencing with the month during which the Rent Commencement Date occurs and continuing until April 1, 2007 (prorated for the first rental payment in accordance with subparagraph (b) of Section 1 hereof). Monthly rental payments shall be due each on the first day of each calendar month upon submittal in advance by Lessor of two sworn invoices stating the amount due hereunder as required by law and regulations of the State Finance Department. The Trustee under the Indenture under which the Warrants are issued (as described in subparagraph (b) of this Section 3) shall determine and shall credit the Agency and by such credit shall decrease the scheduled payment of rental hereunder due on April 1 in each year, commencing April 1, 1993, by any amount paid by the Agency in the preceding 12-month period, including any interest earned thereon and held by

such Trustee, which will not be needed to pay the fees of the Trustee and principal and interest on the Warrants on such April 1.

(b) In addition to the stated monthly rental provided for in the preceding paragraph (a) of the Section 3, Agency shall pay as additional annual rental an amount equal to the casualty insurance premium on the Demised Premises. Upon submission to the Agency of a copy of the invoice for the casualty insurance policy and a copy of the policy, Agency will pay directly to the insurer an amount equal to the casualty insurance premium insuring the building against casualty loss in an amount equal to the replacement cost of the Building but in no event less than the principal of the securities described on Exhibit C then outstanding plus accrued interest for six (6) months. Agency understands and agrees that the casualty insurance policy shall be held by the Trustee under the Indenture under which the Warrants are issued and that any proceeds of said policy shall be deposited with Trustee and applied in accordance with the provisions of Section 6 hereof.

Section 4. Covenants of Agency. The Agency hereby covenants with the Lessor that the Agency shall:

(a) use and occupy the premises as office and storage purposes only and for no other object or purpose without the written consent of the Lessor;

(b) not at any time to assign this agreement nor to sublet the demised premises, or any portion thereof, except to another State or County agency, without written permission of the Lessor or its representative, and Lessor further covenants that such consent will not be unreasonably withheld;

(c) keep the premises in good order, reasonable wear and tear excepted;

(d) permit Lessor and its agents to enter on the premises or any part thereof at all reasonable hours for the purpose of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof;

(e) be responsible for any cost incurred for ad valorem taxes, if any;

(f) surrender possession of the premises upon the termination of this Lease Agreement, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted;

(g) be responsible for all utilities furnished to the facility;

(h) be responsible for correcting or repairing any malfunction or breakdown of the heating or cooling system of the facility to the extent that such correction or repair is not covered by warranty. The Agency, after warranty, shall be responsible for maintaining normal service and maintenance contracts on the heating and cooling system for the Building, with contractors certified to work on heating and cooling systems of the type and caliber incorporated into the Building;

(i) be responsible for keeping the Building and its grounds in good repair, except in the case of damages arising from ordinary wear and tear, or in the case of damages arising from the intentional claims of, or from the negligence of, the Lessor of its agents or employees. If damages occur from the intentional actions or negligence of the Lessor, said damages shall be the responsibility of the Lessor to repair. Should the Agency fail to maintain or repair any condition, then the Lessor should give notice to the Agency of any defect and give the Agency a reasonable time frame to correct such defect. Should the Agency fail to repair or correct any defect in a reasonable time, then the Lessor may make such repairs at its expense and bill the Agency;

(j) be responsible for all janitorial services as well as for the cost and continuation of heating, electricity, water and sewer services, and for replacing light bulbs and ballasts;

(k) not acquire, construct, lease or use any building or office facilities, or ancillary improvements other than the Demised Premises, for use as a general office facility for the Agency in the County in which the Building is located while any of the debt obligations described on Exhibit C (the "Related Obligations") remain outstanding and unpaid; provided, that if, at any time prior to the date when all Related Obligations have been fully paid as therein provided, the Agency shall determine that the need for office facilities for use by the Agency in the County in which the Building is located exceeds the capacity of the Demised Premises plus the maximum capacity of all other office

terminate this Lease Agreement, effective as of the date of such fire or casualty, by written notice given to the Lessor within six (6) weeks after such date. In the event of termination, the proceeds of any casualty insurance policy shall first be applied to pay the redemption price of the securities described on Exhibit C on the earliest practicable redemption date. If the Agency does not elect to terminate this Lease Agreement, the Lessor shall repair, restore or rehabilitate said premises with the proceeds of the insurance payable on account of such fire or casualty loss as soon as practicable, without abatement of the rents due hereunder.

Section 7. Cancellation Privilege. The Agency shall have the option to terminate this Lease Agreement at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate funds to the Agency to make the rental payments set out herein which are due and payable under the terms of the Lease Agreement during each ensuing fiscal year. Under no circumstances shall the commitment under this Lease Agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI.

Section 8. Exemption. The Agency, notwithstanding any provision of this Lease Agreement or any amendments hereto, does not release or waive, expressly or by implication, its right to assert sovereign immunity or any other affirmative or defensive right or claim it may have under law.

Section 9. Subordination. The Agency's rights under this Lease Agreement shall remain subordinate to any bona fide mortgage or deed to secure debt which is owed, or may hereafter be placed upon the Demised Premises; provided that the Agency's tenancy shall not

be disturbed, during the term of the lease and absent default by the Agency, nor shall the covenants and conditions of this Lease Agreement be invalidated or changed.

Section 10. Default. If at any time one party shall default in any of its covenants or obligations under this Lease Agreement, the other party shall give written notice of the nature of the default. If the default cannot be cured within a reasonable period, the aggrieved party may cancel this agreement without further obligation.

Section 11. Renewal. The Lessor does hereby grant and give to the Agency an option to renew this Lease Agreement at the end of the term of this Lease Agreement for two (2) additional sixty month periods at the rental rate of one dollar (\$1.00) per square foot for each twelve month period by giving Lessor a thirty-day (30-day) written notice prior to the expiration of the then existing term of its intention to so renew or extend.

Section 12. Approvals. The Agency and Lessor, by the execution and delivery hereof, warrant and represent that all approvals and consents necessary to be obtained by them under laws of the State of Alabama, under the laws of the United States or otherwise as a condition precedent to the execution and delivery of this Lease have been obtained and are in full force and effect.

Section 13. Exhibits. The following constitute the Exhibits to this Lease Agreement, each of which is incorporated herein by reference and shall be a part of this Lease Agreement as if set forth in full herein. The description of the Exhibits below is for reference only. Reference is hereby made to the Exhibits in their entirety.

- EXHIBIT A - Description of the Building
- EXHIBIT B - Legal description of the Site
- EXHIBIT C - Description of Debt Obligations issued to provide funds to construct Building

Section 14. **Entire Agreement.** This Lease Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized officers, in their respective capacities hereunder noted, all in six (6) counterparts, each of which shall be deemed an original, dated as of May __, 1992.

RECOMMENDED:

By *Joseph M. Moser*
Office of Space Management

Date signed: 5-12-92

LESSOR:

By *W. F. Joseph Jr.*
Its Chairman

Date signed: 5/12/92

APPROVED FOR LEGALITY

By *S. Miller*
Attorney, Dept. of Finance

Date signed: 5-12-92

**AGENCY: STATE OF ALABAMA,
DEPT. OF HUMAN RESOURCES**

By *Charles G. Cleveland Jr.*
Commissioner

Date signed: 5-12-92

APPROVED:

By *James H. Powell*
Director of Finance

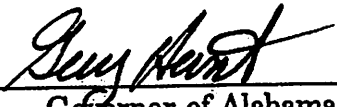
Date signed: 5-12-92

APPROVED FOR LEGAL FORM:

By *Maynard L. Ship*
Attorney, Dept. of Human Resources

Date signed: May 12, 1992

APPROVED: STATE OF ALABAMA

By 
Governor of Alabama

Date signed: 5-12-92

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Charles B. Cleveland / R. L. Corley whose name as Commissioner of the **ALABAMA DEPARTMENT OF HUMAN RESOURCES**, an agency of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said State.

GIVEN under my hand and official seal of office, this 12th day of May, 1992.

[NOTARIAL SEAL]

Betty B. Hane
Notary Public

My Commission Expires: 8-9-95

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **WILLIAM F. JOSEPH, JR.**, whose name as Chairman of the County Commission of **MONTGOMERY COUNTY**, a county in the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said county.

GIVEN under my hand and official seal of office, this 12 day of May, 1992.

[NOTARIAL SEAL]

E. Austin Ray
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES SEPTEMBER 8, 1993

W63094.1

- 11 -

EXHIBIT A
to
LEASE AGREEMENT
between
MONTGOMERY COUNTY, ALABAMA
and
ALABAMA DEPARTMENT OF HUMAN RESOURCES

The Building will consist of (i) a parcel of land approximately 6.1 acres in size located in the City of Montgomery, Montgomery County, Alabama, (ii) an office building to contain approximately 91,289 square feet suitable for use as a general office building by the Alabama Department of Human Resources, and (iii) equipment, furniture and fixtures to be used in the Building.

EXHIBIT B
to
LEASE AGREEMENT
between
MONTGOMERY COUNTY, ALABAMA
and
ALABAMA DEPARTMENT OF HUMAN RESOURCES

The following described real estate situated in Montgomery County, Alabama, to-wit:

Commence from the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, T16N, R17E, Montgomery County, said point being the POINT OF BEGINNING;

thence S02°28'45"E along the West line of the Northwest Quarter of the Southwest Quarter of Section 23, T16N, R17E, a distance of 206.00 feet to a point on the Westerly right-of-way of Mobile Road;

thence along said Westerly right-of-way of Mobile Road S31°29'18"W a distance of 100.00 feet to a point on a curve;

thence curving to the left along said right-of-way of Mobile Road concave Southerly and having a radius of 1575.00 feet, along the chord S25°14'28"W a distance of 187.21 feet to a point, said point being on a curve;

thence curving to the left along said right-of-way of Mobile Road concave Southerly and having a radius of 1575.00 feet along the chord S19°50'35"W a distance of 110.52 feet;

thence leaving said right-of-way of Mobile Road N73°40'13"W a distance of 585.59 feet to a point on the Easterly right-of-way of the CSX Railroad;

thence along said Easterly right-of-way of the CSX Railroad N12°12'00"E a distance of 267.56 feet;

thence leaving said right-of-way of CSX Railroad S76°12'13"E a distance of 140.00 feet;

thence N12°20'24"E a distance of 143.30 feet;

thence N86°22'46"E a distance of 500.44 feet to the POINT OF BEGINNING.
Said land contains 6.51 acres, more or less.

EXHIBIT C

to

LEASE AGREEMENT

between

MONTGOMERY COUNTY, ALABAMA

and

ALABAMA DEPARTMENT OF HUMAN RESOURCES

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 1994	\$ 295,000	4.95%
April 1, 1995	310,000	5.40%
April 1, 1996	325,000	5.50%
April 1, 1997	340,000	5.80%
April 1, 1998	360,000	6.00%
April 1, 2002	1,695,000 *	6.625%
April 1, 2007	2,850,000 **	7.00%

* Subject to mandatory redemption on the following dates in the following principal amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
April 1, 1999	\$ 385,000
April 1, 2000	410,000
April 1, 2001	435,000

** Subject to mandatory redemption on the following dates in the following amounts:

<u>Redemption Date</u>	<u>Principal Amount</u>
April 1, 2003	\$ 495,000
April 1, 2004	530,000
April 1, 2005	570,000
April 1, 2006	605,000

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
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AGENDA

APR 17 2017

April 17, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- NC-2017-78: City of Montgomery, to be used by BONDS to Support United Community Improvement Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$2,000; (Sankey)
- NC-2017-79: City of Montgomery, to be used by BONDS to Support Arrowhead Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)
- NC-2017-80: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$2,800; (Walker)
- NC-2017-81: City of Montgomery, to be used by BONDS to Support Carol Villa Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,500; (Walker)
- NC-2017-82: City of Montgomery, to be used by BONDS to Support Copperfield Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Walker)

MEMORANDUM
Montgomery County Commission
April 17, 2017
Page 2

- NC-2017-83: City of Montgomery, to be used by BONDS to Support County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$3,000; (Walker)
- NC-2017-84: City of Montgomery, to be used by BONDS to Support Eastbrook-Morningview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)
- NC-2017-85: City of Montgomery, to be used by BONDS to Support Forest Hills Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)
- NC-2017-86: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2017-87: City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,250; (Walker)
- NC-2017-88: City of Montgomery, to be used by BONDS to Support Somerset Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Walker)
- NC-2017-89: City of Montgomery Parks and Recreation Department, for Hayneville Road Community Center for Senior Citizens Program - \$750; (Dean)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

- BOE-2017-15: BOE, Highland Avenue Elementary School, for Students to Attend 4H Camp - \$2,100; (Sankey)

DLM/tll

AGENDA

APR 17 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: March 29, 2017

RE: Invitation to Bid No. 51988-17B-011
Employee Luncheon

Request that approval of award on the above referenced Invitation to Bid to the low bid of Chappy's Deli, for a unit price of \$7.49 each and a total amount of \$4,494.00, be placed on a future agenda. (Copy of spreadsheet attached.)

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

Coordination of award made with Florence Cauthen, Deputy Administrator.

Attachment

Purchasing Department

[illegible]

Notes:

9.2

APR 17 2017

March 29, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application by J. J. Morley Enterprises for Weatherization of Courthouse and Jail 1

Please find attached an application for final payment of \$17,829.45 to J. J. Morley Enterprises under its contract for weatherization of the Courthouse and Jail 1.

I request that the final payment to J. J. Morley Enterprises be placed on the next agenda.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

AIA DOCUMENT G702

PROJECT: Montgomery County Courthouse & Jail
Montgomery, Alabama

(Instructions on reverse side)

APPLICATION:
PERIOD TO: 03/31/17

PAGE 1 OF 2 PAGES

DISTRIBUTION TO: OWNER
ARCHITECT
MAR 22 2017

FROM SUBCONTRACTOR:

J.J. Morley Enterprises
1325 3rd Avenue South
Birmingham, AL 35233

VIA ARCHITECT: PH&J Architects, Inc.
P.O. Box 215
Montgomery, AL 36101

CONTRACT FOR: Weatherization

CONTRACT NO:
CONTRACT DATE: 09/09/15
INVOICE #:
JIM #:

9807-85

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 713,178.00
2. Net change by Change Orders..... \$ (22,772.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 690,406.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 690,406.00
(Column G on G703)

5. RETAINAGE:

a.	5	% of Completed Work	\$ -	(Column D + E on G703)
b.	0	% of Stored Material	\$ -	(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ -

6. TOTAL EARNED LESS RETAINAGE..... \$ 690,406.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)..... \$ 672,576.55

8. CURRENT PAYMENT DUE..... \$ 17,829.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)..... \$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

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 Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: J. J. MORLEY ENTERPRISES, INC.

Date: 03/22/17

By: *[Signature]*
State of: GEORGIA
County of: FORSYTH
Subscribed and sworn to before me this 22nd day of



Notary Public:
My Commission expires: Dec. 9, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising this application, the Architect certifies to the Owner that to 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 17,829.45
(Attach explanation of amount certified differs from the amount applied for. Initial all figures on this Application and continue Continuation Sheet that are changed to conform to the amount certified.)

By: *[Signature]*
ARCHITECT: PH&J Architects, Inc.

Date: 03-23-2017
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.

AGENDA

Request Number: 38

COUNTY COMMISSION APPROVAL: _____

Administrator Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 39

AGENDA

APR 17 2017

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

4/3/2017

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas

4/12/17

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

☐
☒

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
The Samaritan Counseling Center	001-55200.450	0	20,000	20,000
Donation Revenue	001-40000.47701	(323,564)	(20,000)	(343,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 323,564)	\$ 0	(\$ 323,564)

JUSTIFICATION: To budget for an appropriation to the Samaritan Counseling Center for proposed Youth and Family Initiatives.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 40

AGENDA

APR 17 2017

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

4/3/2017

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas

4/12/17

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

☐
☒

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Tukabatchee Area Council Boy Scouts	001-57903.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(343,564)	(5,000)	(348,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 343,564)	\$ 0	(\$ 343,564)

JUSTIFICATION: To budget for an appropriation to Tukabatchee Area Council Boy Scouts for Youth Leadership Camp.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 1

AGENDA

APR 17 2017

DEPARTMENT: Personnel REQUESTED BY: Carmen Douglas 4/12/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/12/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Rental	123-51961.229	3,000	(2,500)	500
Recruiting	123-51961.190	2,000	2,000	4,000
Testing Expenditures	123-51961.210	2,000	500	2,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 7,000	\$ 0	\$ 7,000

JUSTIFICATION: To realign the budget to cover increased costs in Recruiting and Testing expenditures.

POSITION FILL REQUEST- BUDGETED VACANCY

APR 17 2017

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421158
 Pay Grade PC3 Pay Range 39,257 - 58,655
 Proposed Effective Date April 24, 2017
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 3/31/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 4/3/2017

Sherrill Thomas

Finance Director

Date 4/3/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

APR 17 2017

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 500419117 (replacement of Sharon Young)
 Pay Grade PCT Pay Range 30,096
 Proposed Effective Date April 24, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 4/6/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 4/6/2017
 Employee Benefit Manager

Sherrill Thomas Date 4/7/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

APR 17 2017

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 500419180 (Replacement of Dustin Mefford)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date May 8, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 04/13/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/13/2017

Sherrill Thomas

Finance Director

Date 04/13/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

APR 17 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Assistant Director Pre-Trial Diversion
 Position Number 420002003
 Pay Grade A10 Pay Range \$56,189 - \$83,951
 Proposed Effective Date May 8, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 04/10/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 4/10/2017

Sherrill R Thomas
 Finance Director

Date 4/12/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

APR 17 2017

DEPARTMENT: Recreation Department
 DEPARTMENT HEAD: James Williams
 SUPERVISOR: James Williams

POSITION INFORMATION:

Position Title Recreation Leader
 Position Number 240336001
 Pay Grade A5 Pay Range \$32,318-\$48,286
 Proposed Effective Date 6/1/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

James Williams
 Department Head

Date 4/12/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 4/13/2017

Sherrill Thomas
 Finance Director

Date 4/13/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

APR 17 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
 DEPARTMENT HEAD: William Flowers
 SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Assistant Tag and License Supervisor
 Position Number 750053012
 Pay Grade A05 Pay Range 32,318-48,286
 Proposed Effective Date 24 April 2017
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


 Department Head

Date 12 April 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 04/13/2017

Sherrill Thomas
 Finance Director

Date 04/13/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 30

AGENDA

APR 17 2017

Date: 4/6/2017
To: Donald L. Mims, Administrator
From: Isaiah Sankey
Re: Approval for the following travel:

Destination: Auburn, Alabama
Departure Date: See below Return Date: See below
Conference Leave (Days / Hours): (9) Days
Purpose of Travel: To attend Auburn University Intensive Economic Development Training Course
Two one week course sessions
July 10-14 2017 and September 11-14, 2017

Traveler (s) Name: 1. Isaiah Sankey 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$2,319.84 Advance Registration Required: \$650.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration- \$650.00 Meals- \$675.00 Mileage- \$119.84 Hotel -\$875.00

(Two one week course sessions)

To: Isaiah Sankey
From: Donald L. Mims, Administrator
The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$2,319.84 and advance registration of \$650.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$16,985.27</u>	
Budget Available:	<u>\$5,514.73</u>	
Current Requests:	<u>\$2,469.84</u>	
Budget Balance:	<u>\$3,044.89</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/13/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 31

AGENDA

APR 17 2017

Date: April 10, 2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: 4/20/2017 Return Date: 4/21/2017
Conference Leave (Days / Hours): (2) Days
Purpose of Travel: to attend two meetings at the Jefferson County Commission Office
Please see A & B below in comments section:
Administrator Mims is President of the Alabama City/County Management Association

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

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

Total (est.) Cost: \$358.44 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: (A) Jefferson County Commission Finance Director Meeting regarding Financial Reporting, Policy and Procedures
(B) Alabama City/County Management Association Board Meeting

Hotel \$185.00 Mileage- \$98.44 Food- \$75.00

To: Donald L. Mims

From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$358.44 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$16,985.27</u>	
Budget Available:	<u>\$5,514.73</u>	
Current Requests:	<u>\$2,845.50</u>	
Budget Balance:	<u>\$2,669.23</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/13/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

APR 17 2017

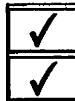
Date: April 5, 2017
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: 06/20/2017 Return Date: 06/23/2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: ADAA 2017 Summer Conference

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle



Private Vehicle

Commercial Air



Other (Specify)

Total (est.) Cost: \$1,611.00 Advance Registration Required: \$375.00

Department Name: District Attorney Fund Name: 001-51261-265

Additional Comments: Mr. Bailey requests the option for using either vehicle

To: Daryl D. Bailey, District Attorney

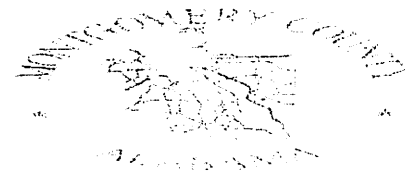
From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,611.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51261.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$863.90</u>	
Budget Available:	<u>\$2,136.10</u>	
Current Requests:	<u>\$1,611.00</u>	
Budget Balance:	<u>\$525.10</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/5/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

APR 17 2017

Date: 03/30/2017
To: Donald L. Mims, Administrator
From: JANET BUSKEY
Re: Approval for the following travel:

Destination: TROY PARKS & RECREATION CENTER
Departure Date: 04/25/2017 Return Date: 04/25/2017
Conference Leave (Days / Hours): 1 DAY
Purpose of Travel: AATA DISTRICT IV MEETING

Traveler (s) Name: 1. JANET BUSKEY 4. JA'CINTA LARD
2. ALLYSON HOLLAND 5. SHUNTAL WILLIAMS
3. THOMAS BELL 6. D. ANITA HOLLEY

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00
Department Name: REVENUE DEPARMENT Fund Name: GENERAL FUND

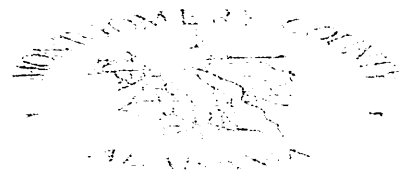
Additional Comments: _____

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

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,400.00</u>
Approved Requests:	<u>\$2,271.20</u>
Budget Available:	<u>\$2,128.80</u>
Current Requests:	<u>\$200.00</u>
Budget Balance:	<u>\$1,928.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 3/31/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 9

AGENDA

APR 17 2017

Date: 04/07/2017
To: Donald L. Mims, Administrator
From: JANET BUSKEY
Re: Approval for the following travel:

Destination: STAYBRIDGE INN & SUITES
Departure Date: MAY 17, 2017 Return Date: MAY 19, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: REAL AND PERSONAL PROPERTY CALCULATIONS

Traveler (s) Name: 1. ANN BRANTLEY 4. _____
2. _____ 5. _____
3. _____ 6. _____

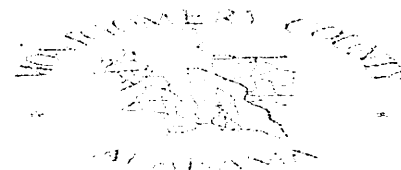
Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00
Department Name: Revenue Commission Fund Name: General
Additional Comments: _____

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

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,400.00</u>
Approved Requests:	<u>\$2,271.20</u>
Budget Available:	<u>\$2,128.80</u>
Current Requests:	<u>\$450.00</u>
Budget Balance:	<u>\$1,678.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/07/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

Date: April 4, 2017
To: Donald L. Mims, Administrator
From: Steven L Reed, Probate Judge
Re: Approval for the following travel:

AGENDA

APR 17 2017

Destination: Auburn Alabama
Departure Date: 5/8/2017 Return Date: 5/13/2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Election Center Training

Traveler (s) Name: 1. Darryl Parker 4. _____
2. Christopher Turner 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,100.00 Advance Registration Required: \$0.00

Department Name: Probate Elections Fund Name: General Fund

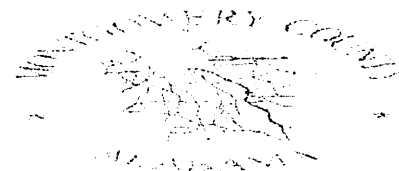
Additional Comments: _____

To: Steven L Reed, Probate Judge
From: Donald L. Mims, Administrator

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51910.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$1,100.00</u>	
Budget Balance:	<u>\$1,900.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/10/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 2

Jme

AGENDA

APR 17 2017

Date: April 12, 2017
To: Donald L. Mims, Administrator
From: James Williams
Re: Approval for the following travel:

Destination: New Orleans, Louisiana
Departure Date: 9/26/2017 Return Date: 9/29/2017
Conference Leave (Days / Hours): (4) Days
Purpose of Travel: to attend the Parks and Recreation Conference 2017

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: \$1,836.00 Advance Registration Required: \$535.00

Department Name: Recreation Board Fund Name: Recreation

Additional Comments: Registration- \$535.00; Hotel- \$585.00 Meals- \$300.00
Airfare- \$366.00; Luggage- \$50.00

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

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,836.00 and advance registration of \$535.00 is authorized.

To be completed by the Finance Department		
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>\$225.00</u>	
Budget Available:	<u>\$2,275.00</u>	
Current Requests:	<u>\$1,836.00</u>	
Budget Balance:	<u>\$439.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

20-7

Montgomery County Commission
Travel / Training Request Approval
Request # 21

AGENDA

APR 17 2017

Date: April 12, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Troy, AL
Departure Date: April 25, 2017 Return Date: April 25, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2017 AAAO Meeting

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

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

Total (est.) Cost: \$84.57 Advance Registration Required: \$30.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: \$54.57 (Clay's mileage) \$10/per person reg. fee
Clay is driving his personal vehicle. Calvin and Mark will be riding
with him. NO MEALS REIMB.

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

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$84.57 and advance registration of \$30.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>120-51958.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$14,228.55</u>	
Budget Available:	<u>\$15,771.45</u>	
Current Requests:	<u>\$84.57</u>	
Budget Balance:	<u>\$15,686.88</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 22

AGENDA

APR 17 2017

Date: April 12, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Troy, AL
Departure Date: April 25, 2017 Return Date: April 25, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2017 AAAO Meeting

Traveler (s) Name: 1. Jimmy Garnett 4. J'Varra McCall Martin
2. Jennifer Palmer 5. Donna Raney
3. Tracy Powell 6. Terry Gray

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

Total (est.) Cost: \$60.00 Advance Registration Required: \$60.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Appraisers are carpooling in two county vehicles. \$10/Per person reg. fee
NO MEALS REIMB. NO MILEAGE REIMB.

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

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$60.00 and advance registration of \$60.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51958.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$14,228.55</u>	
Budget Available:	<u>\$15,771.45</u>	
Current Requests:	<u>\$144.57</u>	
Budget Balance:	<u>\$15,626.88</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 52

AGENDA

APR 17 2017

Date: April 11, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Quantico, Virginia
Departure Date: May 14, 2017 Return Date: May 19, 2017
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: attend LEEDS Seminar

Traveler (s) Name: 1. Derrick Cunningham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,535.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

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

The above request is app. 4/17/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,535.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$361,500.00</u>	
Approved Requests:	<u>\$72,438.14</u>	
Budget Available:	<u>\$289,061.86</u>	
Current Requests:	<u>\$1,535.00</u>	
Budget Balance:	<u>\$287,526.86</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/12/2017

cc: Finance Director / Buyer

20-10

APR 17 2017

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen 
Deputy Administrator

SUBJECT: Lawrence Street Parking Modifications

At the meeting on Monday we will discuss issues associated with the Lawrence Street parking modifications. **I encourage you to look at the parking places before the meeting so you will better understand the issues.**

In a nutshell, prior to the project being put out for bid, Scott Kramer and I questioned the design. When Lamar Allen joined the County, he questioned the design. When the bid was awarded, the contractor questioned the design. JMR+H stood firm that it was a good design. At the recommendation of both Lamar and the contractor, some changes were made to decrease the slope of the first parking space.

JMR+H says the parking is ADA compliant, and it may be “technically” compliant; however, Scott, Lamar and I believe it creates an unsafe situation. JMR+H has designed a modification that will cost the County an additional \$16,000. JMR+H agreed to waive any additional design fee.

Mike Rutland is scheduled to speak to the Commission on Monday. Attached is a time line prepared by JMR+H documenting design and construction of the three parking places (two handicap accessible and one vehicle inspection).

Also attached is a memorandum from me summarizing in more detail the events of the past year and requesting approval of Change Order 1 to close out the contract with the existing contractor.

April 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen
Deputy Administrator 

SUBJECT: Lawrence Street Parking Modifications

Following the move of the Probate Court to Annex III, the public entrance to Annex III on the third floor of the parking deck was closed, and visitors were required to enter on Lawrence Street for screening. The Commission engaged JMR+H to identify alternate locations for handicap parking for the public entering Annex III.

JMR+H recommended the addition of two van accessible spaces on Lawrence. An additional space for vehicle inspections was included in the project. Prior to bidding the project, JMR+H and its engineers were questioned about the slope of the parking spaces. After the contract was awarded, the contractor questioned the design. After concrete forms were in place, additional questions were asked, and the slope was modified. The City's traffic engineer was consulted at some point, and he assured all parties that the space met all ADA requirements.

While the space is technically compliant, the steep incline of the first space creates a dangerous path for the driver to exit the car. JMR+H developed a modification impacting the sidewalk, etc., that makes the space less difficult to maneuver. The contractor priced the change at \$29,400. Another contractor submitted a quote of \$19,831.41. A third quote came in at \$42,995. ADA consultant Maze Marshall visited the site and reviewed the proposed modification. He recommended that the County proceed with the proposed modification. (See attached.)

The original contract was for \$68,200. To date, the contractor has been paid \$62,821, which represents approximately 95% completion of the work, per JMR+H's drawings. Attached is change order to reduce the contract amount by \$3,674.00, a credit for labor and materials for striping and signage that will be provided by the contractor who completes the proposed modifications. That credit will be used toward the new contract. The modification will add \$16,157.41 to the cost of the project. JMR+H has agreed to waive its fees for the modified plan.

I request that approval of Change Order 1 to the contract with Liberty Construction Co., LLC to reduce the contract amount by \$3,674 be placed on the next agenda.

Florence Cauthen

From: Scott Kramer
Sent: Friday, March 10, 2017 3:47 PM
To: Donald Mims; Florence Cauthen
Subject: FW: Parking spaces on S. Lawrence St.

After Maze reviewed this project, I requested that he document his findings. See below.

Scott Kramer
City / County Director of Risk Management Montgomery, Alabama
334-832-1280

-----Original Message-----

From: Kenneth Marshall [mailto:kenmarsh334@aol.com]
Sent: Thursday, March 02, 2017 5:28 PM
To: Scott Kramer <ScottKramer@mc-ala.org>
Subject: Parking spaces on S. Lawrence St.

Mr. Kramer,

After review of the partial site plan submitted by JMR+H Architecture along with viewing the parking spaces on S. Lawrence Street I recommend that Montgomery County proceed with this project. The site alterations are compliant with Title II Regulation, 28 CFR part 36, sub part D R502.2-502.3. It is my recommendation that a yellow bollard be added at the street entryway of the access aisle. The addition of the bollard would prevent wheelchair van users from being blocked out of or in their vehicle.

Respectfully yours,

Kenneth Maze Marshall
ADA Consultant

Sent from my iPad Mini

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☒
Modification of Existing Lawrence Street Parking - Annex III Montgomery County Courthouse Montgomery, Alabama	DATE: February 20, 2017	ARCHITECT: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 15-401	CONTRACTOR: ☒
Liberty Construction Co., LLC P.O. Box 211041 Montgomery, Alabama 36121	CONTRACT DATE: June 22, 2016	FIELD: ☐
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Credit for labor / material for Parking Striping and Signage

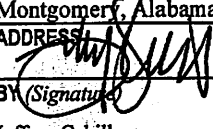
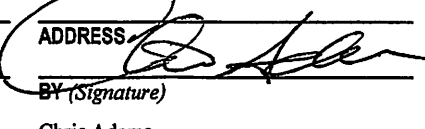
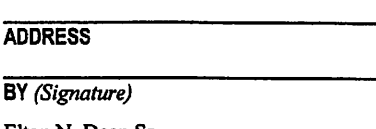
The original Contract Sum was	\$	68,200.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	68,200.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,674.00
The new Contract Sum including this Change Order will be	\$	64,526.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 1, 2017

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

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

<u>JMR+H Architecture, PC</u>	<u>Liberty Construction Co., LLC</u>	<u>Montgomery County Commission</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
445 Dexter Avenue Suite 5050 Montgomery, Alabama 36104	Post Office Box 211041 Montgomery, Alabama 36121	101 South Lawrence Street Montgomery, Alabama 36104
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>Jeffrey Cahill</u>	<u>Chris Adams</u>	<u>Elton N. Dean Sr.</u>
(Typed name)	(Typed name)	(Typed name)
DATE	DATE <u>2/23/17</u>	DATE

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User Notes:

(3B9ADA1E)

Lawrence Street Handicap Parking Time Line

May 19, 2016---Bids were opened at JMH+H Conference Room

May 20, 2016----Liberty Construction was informed there was low bidder

May 20, 2016 thru May 31, 2016---Reviewed "Schedule of Values" with Contractor along with any cost savings that we may be able to achieve due to Contract amount was considerably higher than originally budgeted (see attachment "A").

June 20, 2016---A Montgomery County Commission meeting has held to review and approve Contract. The Contract and Work was approved to proceed and the General Contractor was notified the same day.

June 21, 2017 thru August 11, 2016---Preparing Contracts / obtaining signatures / scheduling all parties for a Pre-Construction.

August 12, 2016---A Pre-Construction has held @ 9:30AM in the Montgomery County Commission Conference room.

August 15, 2016---"Notice to Proceed" with work is established.

August 22, 2016---Liberty Construction mobilized work force and started work.

August 23, 2016 thru September 12, 2016---Work on site in progress.

September 13, 2016---Mr. Patrick Dunson requested meeting on site to discuss the Handicap Parking / slopes / striping. The original approving City official that had reviewed and passed the plans has passed away and Mr. Patrick Dunson wanted to verify his review. Mr. Dunson and Paul McClendon made some adjustments on elevations.

September 14, 2016---JMR+H had a Conference call with City of Montgomery ADA coordinator and their ADA Consultant. They confirmed that the design is code compliant and we have no violations. We have instructed the contractor to proceed with work in compliance with the contract documents.

September 22, 2016---Liberty Construction has completed all concrete work with new elevation changes in place.

September 27, 2016---Paul McClendon revised striping and plans per site meeting with Mr. Patrick Dunson on September 13, 2016.Striping only installed on HC portion-not all the way to street and widen a parking spot (see attachment "B").

September 27, 2016---Revised striping and plan sent to Contractor for pricing (no Charge)

September 27, 2016 thru October 17---Cleaning of concrete / installation of handrails / Miscellaneous work on going and waiting for concrete to cure to accept striping.

October 25, 2016---Liberty sent email they are ready to schedule striping.

October 28, 2016---Florence Cauthen sent email stating "do not" schedule striping they are not satisfied with alternate plan and are considering other plans.

November 04, 2016---Site meeting was conducted with Donnie Mims-Florence Cauthen-Lamar Allen-Mike Rutland-Tim Holmes-Jeff Cahill-Dave Sawicki to review all options.

November 09, 2016---Revised drawing (extended walkway) generated from our meeting on 11-04-2017 was sent to Liberty Construction for pricing (see attachment "C").

November 17, 2016---Revised Drawings (extended walkway) sent to Montgomery County Commission informing them we have sent drawings to General Contractor for pricing (attachment "C").

November 18, 2016---Liberty Construction submitted pricing and is extremely higher than our estimated budget (\$16,200) for additional work (see attachment "D")

November 18, 2016 thru December 01, 2016---Reviewed and negotiated pricing with Liberty Construction-(recruiting a contractor that was able to work at that location).

December 01, 2016---Sent drawings to WW Compton Construction for pricing and comparison to Liberty Construction price.

December 05, 2016---Received pricing back and it is lower than Liberty Pricing (see attachment "E")

December 13, 2016---Sent MCC an email stated we have received pricing and it is extremely high and we currently seeking additional pricing.

December 19, 2016---Received no additional pricing (contractor turn down invites --see attachment "F")-Requested a meeting with Florence Cauthen-Scott Kramer-Lamar Allen to provide recommendations with the pricing we did have.

January 03, 2017--- Jeff Cahill and Dave Sawicki met with Florence Cauthen-Scott Kramer-Lamar Allen to provide recommendations with the prices we did have. In addition, we recommended going ahead and close the current contract and the additional monies left over (from Striping) could go against the new cost. Also, we were asked if there would be additional A/E fees added to cost and we stated we would take that back to Mike Rutland for approval.

January 04, 2017---JMR+H sent letter with Mike Rutland approval to MCC stating no additional fees would be added to complete project (see attachment "G").

January 18, 2017---Email sent to Mr. Lamar Allen requesting status on HC parking. Mr. Lamar stated "No Word to move forward yet"

January 21 -29, 2017---Working on other issues on ANNEX#3 with Lamar Allen and he stated still no word.

February 13, 2017---Emailed Lamar Allen on status update on Lawrence St HC Parking. Mr. Allen stated the County had agreement with Maze Marshall to study all ADA issues in the county and City.

March 06, 2017---Emailed Lamar Allen on status of Lawrence St Parking. Lamar stated he would update us when he got back to his office.

March 16, 2017---Received email from Scott Kramer stating their ADA consultant Maze Marshall said we can proceed with Project staying with our extended walkway design with the exception of adding one (1) bollard. In addition, we would have to provide one (1) more quote for a total of three (3) quotes for the County to review.

March 16, 2017---JMR+H attached the latest revision (extended walkway-attachment "C") of the drawing and ask Mr. Kramer to verify if this was the drawing Maze Marshall reviewed and approved. If so, please locate the additional bollard requested. In addition, I stated I would verify if prior pricing was still valid and will start recruiting a 3rd Contractor for pricing as soon as I can get verification of the drawing.

March 21, 2017---Lamar Allen responds yes to my request and states he will need all three (3) proposals by noon on 3-29-2017 to review and provide "packet" to the Commission for a meeting on 4-3-2017.

March 21, 2017---I responded Thank You and would try to get pricing back by the 29th but could not promise anything. I stated I felt like if I pressured a Contractor they would throw any number at it and it would be extremely high.

March 22, 2017---I sent Plans to CW Smith for Pricing and asked that I get back by the 29th.

March 28, 2017---Received email from Florence Cauthen asking where we were on 3rd proposal for the Commission meeting.

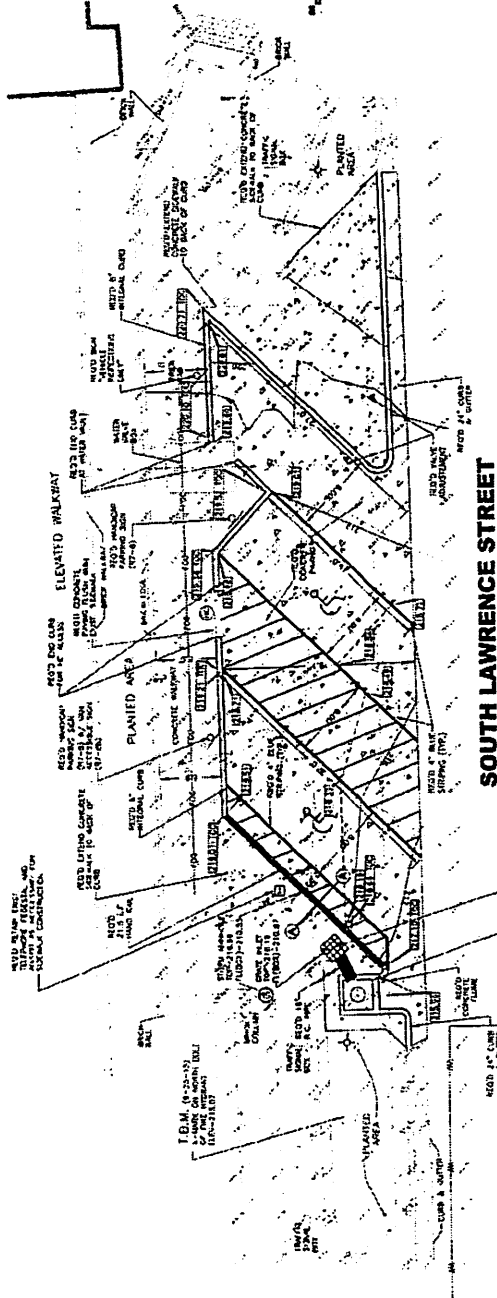
March 28, 2017---Forwarded email to Ben Lambert and he stated I would get in the Morning.

March 30, 2017---Received Proposal from CW Smith (see attachment "H")

We have been rescheduled for the next County Commission meeting on April 17th per Mike Rutland conversation with Donnie Mims.

A'

MONTGOMERY COUNTY COURTHOUSE ANNEX III



JMR+H
Architectural PC
445 Center Avenue
Montgomery, AL 36104
Phone: (205) 435-0872
Fax: (205) 435-0872

MODIFICATION OF EXISTING LAWRENCE STREET PARKING - ANNEX III
MONTGOMERY ALABAMA

CONSTRUCTION DOCUMENTS

Project Number: 19-001
Date: FEB. 02, 2019

Sheet Description

SITE & GRADING PLAN

Sheet Number: C1.1

3 OF 4

CITY OF MONTGOMERY
MONTGOMERY, ALABAMA

1. THE CITY OF MONTGOMERY HAS REVIEWED THE SUBMITTED PLANS AND SPECIFICATIONS FOR THE PROPOSED CONSTRUCTION OF THE ANNEX III TO THE MONTGOMERY COUNTY COURTHOUSE. THE CITY ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE CONSTRUCTION OF SUCH STRUCTURES. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

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LIBERTY CONSTRUCTION CO. ===== ESTIMATE SHEET			
MONTGOMERY, AL P (334) 271-0734 F (334) 271-0259			
NAME OF PROJECT: Parking Modifications			
Montgomery County Courthouse Annex III			
BID DATE: 5/20/16			
\$ 68,200.00			
Schedule of Values	Quantity	UNIT	Unit cost
Traffic Controls / Temp Fencing / Barracades / Demolition	1	L/S	\$ -
Grade / Site Prep / Stone Base / Backfill	1	L/S	\$ -
Storm Pipe and Structures	1	L/S	\$ -
Concrete - Curb & Gutter / Parking paving / Sidewalks	1	L/S	\$ -
Concrete - Retaining Wall	1	L/S	\$ -
Handrails	1	L/S	\$ -
Minor Asphalt Patching	1	L/S	\$ -
General Conditions - Permits / Supervision / Clean up	1	L/S	\$ -
Subtotal			\$ -
Totals			\$ -
TOTAL			\$ 68,200.00

47

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	% Resource	Budgeted Cost	2016	2017	2018
1000	Mobilize / Traffic Controls / Demo	7d	7d	22AUG16	30AUG16	0	0	0	AUG 22	SEP 05	OCT 10
1010	Storm Pipe & Inlet	4d	4d	31AUG16	05SEP16	0	0	0	SEP 12	SEP 19	OCT 24
1020	Poured In Place Retaining Wall	5d	5d	06SEP16	12SEP16	0	0	0	SEP 19	SEP 26	OCT 03
1030	Grading / Prep	4d	4d	13SEP16	16SEP16	0	0	0	SEP 26	SEP 30	OCT 04
1040	Concrete Sidewalks / Curb	5d	5d	19SEP16	23SEP16	0	0	0	SEP 30	OCT 07	OCT 12
1050	Asphalt Paving	2d	2d	26SEP16	27SEP16	0	0	0	OCT 07	OCT 09	OCT 11
1060	Demobilize	2d	2d	26SEP16	29SEP16	0	0	0	OCT 09	OCT 11	OCT 13
1070	Handrail	2d	2d	30SEP16	03OCT16	0	0	0	OCT 11	OCT 13	OCT 15
1080	Parking Striping / Signage	2d	2d	04OCT16	06OCT16	0	0	0	OCT 13	OCT 15	OCT 17

Start date	22AUG16
Finish date	05OCT16
Data date	22AUG16
Run date	29JUL16
Page number	1A
© Primavera Systems, Inc.	

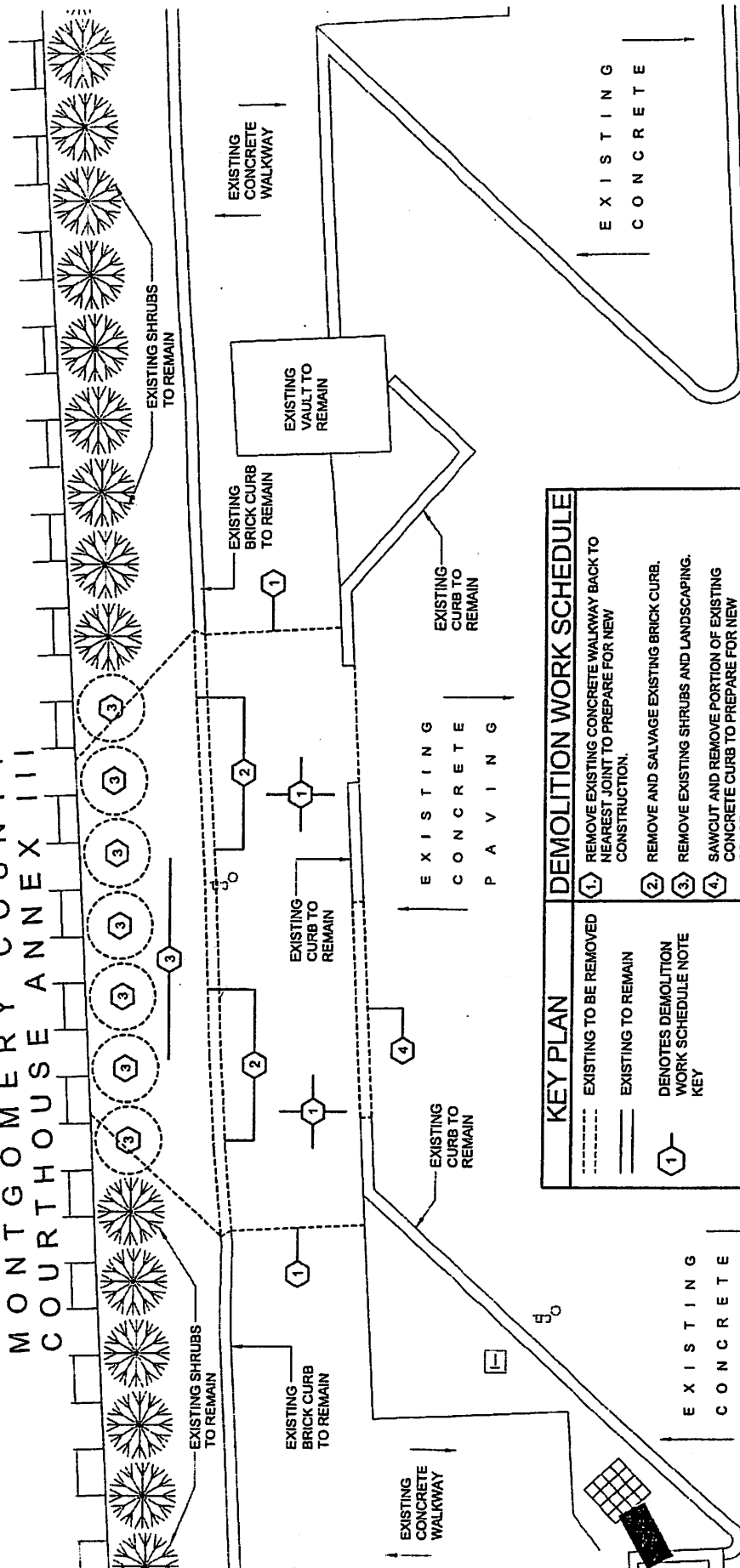
Liberty Construction Co
Parking Modification - Lawrence St

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



uc¹¹

MONTGOMERY COUNTY COURTHOUSE ANNEX III



KEY PLAN	DEMOLITION WORK SCHEDULE
--- EXISTING TO BE REMOVED	1. REMOVE EXISTING CONCRETE WALKWAY BACK TO NEAREST JOINT TO PREPARE FOR NEW CONSTRUCTION.
--- EXISTING TO REMAIN	2. REMOVE AND SALVAGE EXISTING BRICK CURB.
1 DENOTES DEMOLITION WORK SCHEDULE NOTE KEY	3. REMOVE EXISTING SHRUBS AND LANDSCAPING.
	4. SAWCUT AND REMOVE PORTION OF EXISTING CONCRETE CURB TO PREPARE FOR NEW CONSTRUCTION.

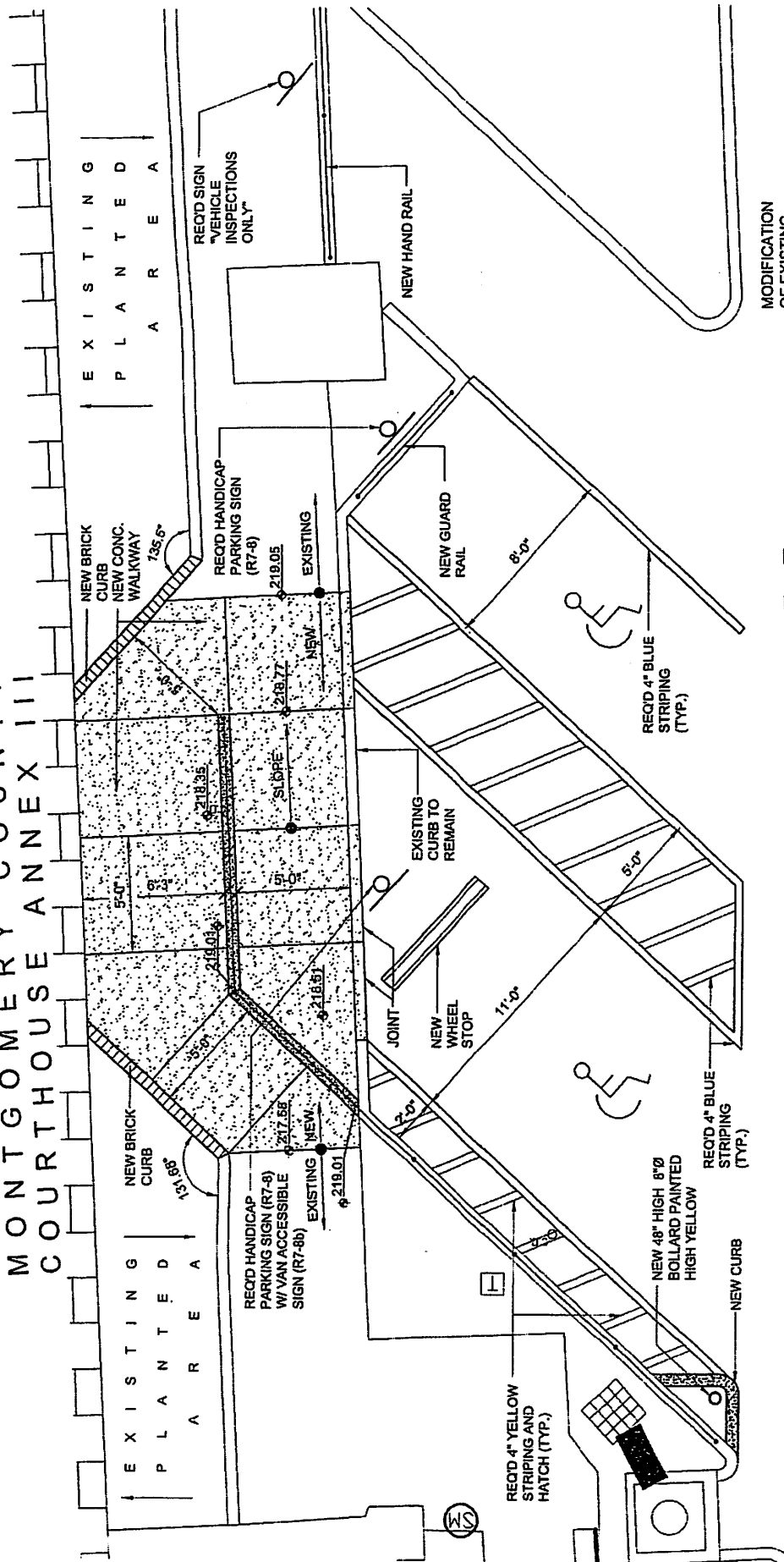
MODIFICATION
OF EXISTING
LAWRENCE STREET
PARKING ANNEX III
9 NOVEMBER 2016
PRICING

JMR+H
Architecture, PC

S O U T H L A W R E N C E S T R E E T

N
DEMOLITION SITE PLAN
SCALE: 1/4" = 1'-0"

MONTGOMERY COUNTY
COURTHOUSE ANNEX III



JMR+H

SOUTH LAWRENCE STREET

PARTIAL SITE PLAN
SCALE: 1/4" = 1'-0"

♋

21-14



Liberty Construction Co., LLC.

General Contractors

Alabama License # 41067

P.O. Box 21104

Montgomery, AL 36121-1041

Phone 334-271-0734

Fax 334-271-0259

Change Order Proposal

Date: November 17, 2016

To: Dave Sawicki
JMR+H Architecture, PC
445 Dexter Ave Suite 5050
Montgomery, AL 36104

Project: Parking Revisions
Modification of Existing Lawrence Street Parking
Annex III Montgomery County Courthouse

Dave,

We are pleased to offer our change order proposal in the total amount of **\$35,280.00** to include all labor, material and equipment to make parking lot revisions per drawings dated 11/9/16. Below is the scope of work included in this proposal.

Scope of Work Included:

- Supervision
- Barricades for pedestrian traffic
- Traffic and erosion control
- Saw cut existing concrete as required.
- Demo and haul off existing landscape shrubs, brick borders, sidewalk, curb, concrete paving.
- Grade and prep on site material. Minor haul off of materials as needed.
- Grade and compact to proper elevations
- Form, place and finish concrete sidewalks, stand up curbs.
- Excavate for additional wall extension footings
- Install reinforcement and place footings
- Form, place and finish concrete wall extension
- Install new powder coated aluminum railings to match existing
- Install new steel barrier rail at middle handicap parking
- Install new pipe bollard at standup curb
- Paint bollard and steel barrier rail

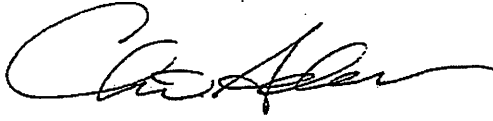
21

• Page 2

November 18, 2016

- Install brick borders at sidewalk
- Clean up and pressure wash

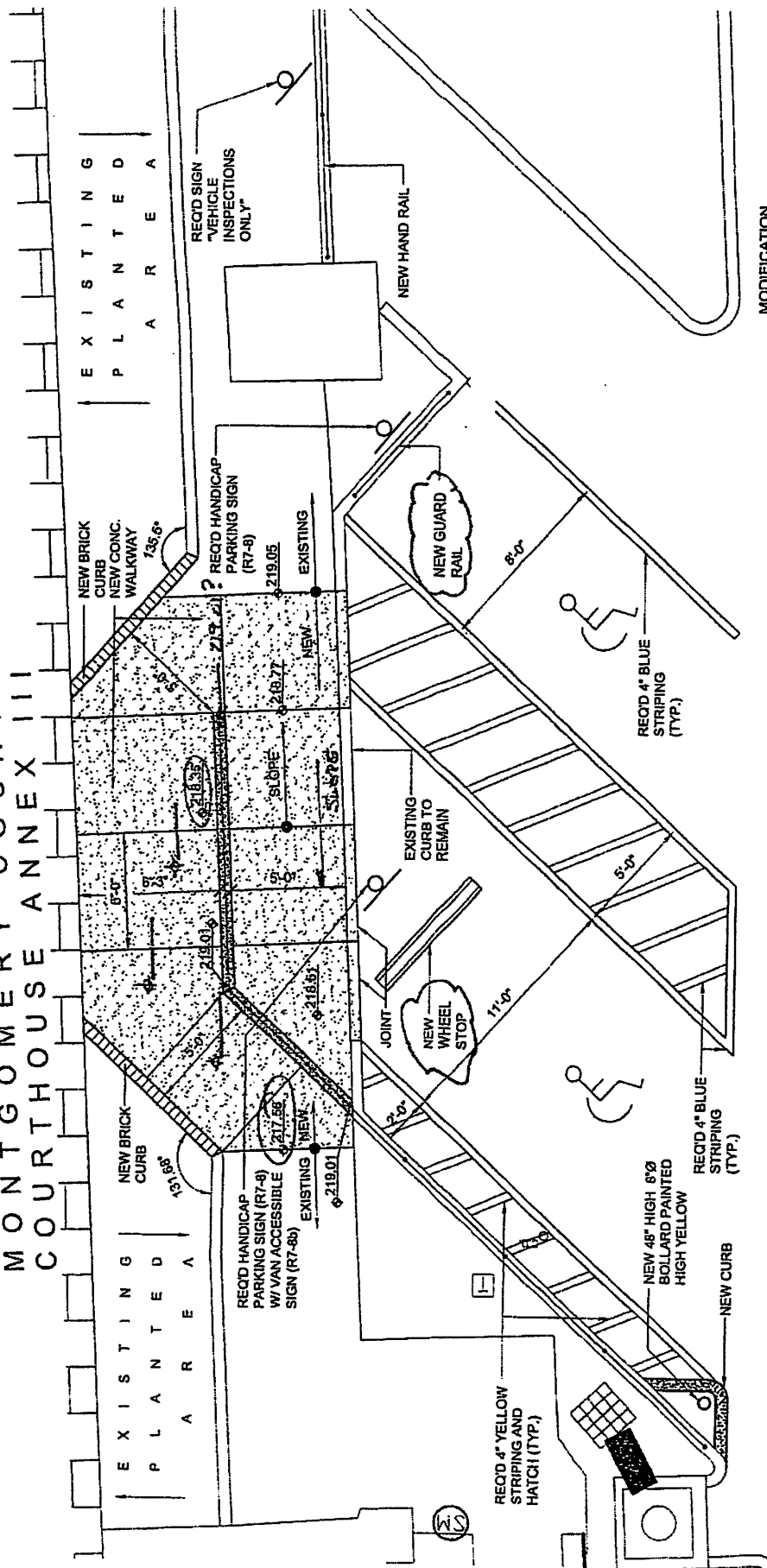
Please let me know if you have any questions.



Chris Adams
Manager

"D"

MONTGOMERY COUNTY COURTHOUSE ANNEX III



MODIFICATION
OF EXISTING
LAWRENCE STREET
PARKING ANNEX III
9 NOVEMBER 2016
PRICING
JMR+H
Architecture, PC

S O U T H L A W R E N C E S T R E E T

N
PARTIAL SITE PLAN
SCALE: 1/4" = 1'-0"



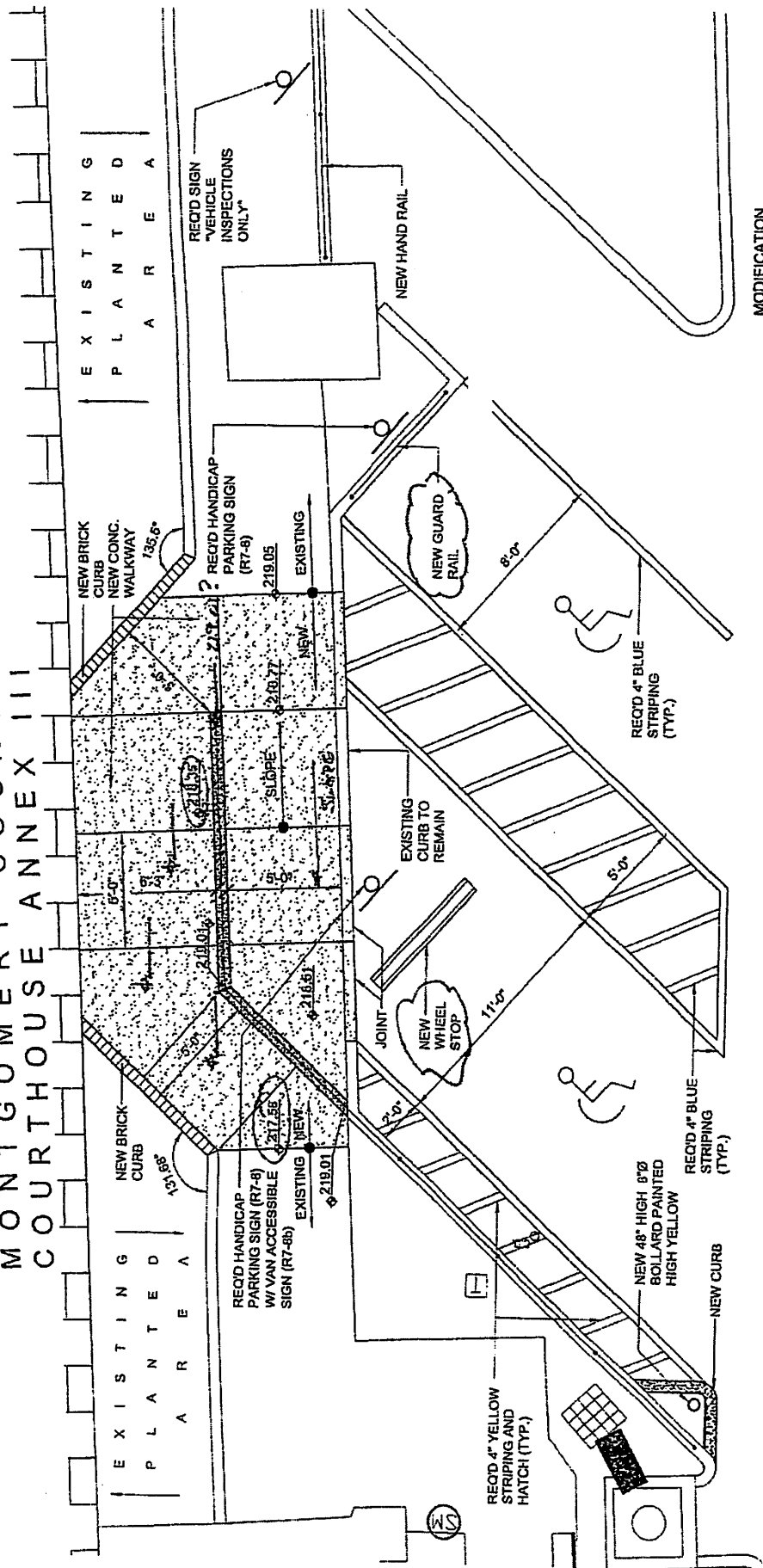
"E"

Project - Montgomery County Courthouse Annex 3 Parking Repairs

Bid Date - 12/5/2016

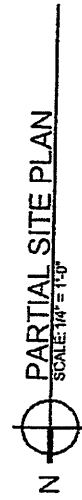
<u>Item/Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	<u>Sub</u>
<u>Demolition</u>					
Demo Curb	15.00	LF	\$20.00	\$300.00	
Remove and Salvage Brick Curb	25.00	LF	\$30.00	\$750.00	
Remove Shrubs and Landscaping	1.00	LS	\$500.00	\$500.00	
Remove Concrete Sidewalk	150.00	SF	\$10.00	\$1,500.00	
				\$0.00	
<u>Concrete Sidewalk/Paving/Etc.</u>				\$0.00	
New Curb - 6LF	1.00	LS	\$450.00	\$450.00	
New 48" Bollard	1.00	EA	\$150.00	\$150.00	
New Striping	1.00	LS	\$750.00	\$750.00	
New Wheel Stop	1.00	LS	\$75.00	\$75.00	
New Guardrail	46.00	LF	\$35.00	\$1,610.00	
New Brick Curb	1.00	LS	\$1,000.00	\$1,000.00	
New Concrete Sidewalk	260.00	SF	\$17.50	\$4,550.00	
New Signage	1.00	LS	\$250.00	\$250.00	
				\$0.00	
<u>Traffic Control</u>	1.00	LS	\$750.00	\$750.00	
				\$0.00	
<u>Mobilization</u>	1.00	LS	\$1,500.00	\$1,500.00	
				\$0.00	
<u>General Conditions</u>	1.00	LS	\$1,696.20	\$1,696.20	
				\$0.00	
<u>Overhead - 10%</u>	1.00	LS	\$1,413.50	\$1,413.50	
<u>Profit - 15%</u>	1.00	LS	\$2,586.71	\$2,586.71	
TOTAL				\$19,831.41	

MONTGOMERY COUNTY COURTHOUSE ANNEX III



MODIFICATION
OF EXISTING
LAWRENCE STREET
PARKING ANNEX III
8 NOVEMBER 2016
PRICING
JMR+H
Architecture, PC

S O U T H L A W R E N C E S T R E E T



6 F-11

Dave Sawicki

From: Wade Norris <wade@norrisbuildingcompany.com>
Sent: Thursday, December 01, 2016 12:36 PM
To: Dave Sawicki
Subject: RE: ANNEX III SITE PRICING

Dave, I am struggling a bit right now keeping up with all these small job prices you have requested. We are really busy right now and have several large bids coming up soon that we are currently working on. You mentioned that Liberty priced this using A&C. That is exactly who I would have called to price this as well. We could probably handle the demo ourselves but not the put-back. Therefore, I need to pass on this one. I hope you understand....

Wade Norris
Norris Building Company, Inc.
4921 Plaza Dr.
Montgomery, AL 36116
334-281-4411 | Office
334-281-5799 | Fax
334-233-0533 | Mobile

From: Dave Sawicki [<mailto:dsawicki@jmrha.com>]
Sent: Monday, November 28, 2016 3:29 PM
To: Wade Norris (wade@norrisbuildingcompany.com) <wade@norrisbuildingcompany.com>
Subject: FW: ANNEX III SITE PRICING

Wade

Please see attached- I need you to price this for me---I need validation -- I am getting rogue pricing

Dave Sawicki
Director of Contract Administration

JMR+H
Architecture, P C

445 Dexter Avenue, Suite 5050
Montgomery, AL 36104

t. 334.420.5672
f. 334.420.5692

21-20

06

JMR+H
Architecture, P.C.

January 04, 2017

Mr. Lamar Allen
General Services Director
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36110
Phone: 334.270.4255

**RE: Remedial Work @ New Handicap Parking at Lawrence Street
Montgomery County Courthouse Annex No. 3**

Dear Mr. Allen:

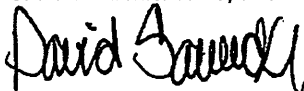
Thank you for taking time out of your schedule to meet with myself and Jeff Cahill. As you know during our meeting Mr. Scott Kramer referenced "concessions" and if JMR+H had considered any for the additional cost created by remedial work that was requested by the Montgomery County Commission. I have discussed this with Mr. Mike Rutland, President of JMR+H Architecture and he has offered the following; We have provided services to the County as originally requested that delivered one (1) Handicap Parking, one (1) Inspection Lane and one (1) Handicap Van Accessible Parking. All new Handicap Parking and Inspection Lane are in place and in compliance with City and ADA codes and requirements.

However, in the spirit of cooperation and working relationships (past and present) Mike Rutland has agreed to wave the Architecture fees associated with the new remedial work. Mike Rutland hopes this will demonstrate the willingness to assist the Montgomery County Commission in moving forward and completing this Project.

Please contact me should you have any Questions.

Best Regards,

JMR+H Architecture, P.C.



David Sawicki
Director Contract Administration

445 Dexter Avenue | Suite 5050 | Montgomery AL 36104 | P. 334.420.5672 | F. 334 420.5692

411

Dave Sawicki

From: Ben Lambert <ben@cwsmithdecorating.com>
Sent: Thursday, March 30, 2017 7:37 AM
To: Dave Sawicki
Subject: Work Proposal
Attachments: JMR+H Arch - Mont CH Annex III - Concrete.pdf

Dave:

Good morning. I've attached our proposal for the requested scope of work. Please feel free to contact me with any questions that you may have. We thank you for the opportunity to bid on this project for you. Have a great day.

Ben Lambert

Estimator/Project Manager
C.W. Smith Decorating Co., LLC
1313 Highway 31 North
Prattville, AL 36067
Office: 334.351.0560
Cell: 334.657.1386
Fax: 334.351.0564

21-22

"H"

C.W. SMITH DECORATING CO. LLC

1313 Highway 31 North
Prattville, AL 36067
Office: 334-351-0560
Fax: 334-351-0564
cwsmithdecorating@charter.net

March 29th, 2017

JMR+H Architecture, PC
445 Dexter Avenue
Suite 5050
Montgomery, AL 36104
Attn: Mr. Dave Sawicki

Ref: Montgomery County Courthouse Annex III – Handicap Concrete Repairs

C.W. Smith Decorating Co., LLC is pleased to provide to you for your consideration this following quote for the requested scope of work, as listed below:

1. Furnish labor and material to perform the scope of work, as shown, on attached owner-furnished drawing.

Total: \$42,995.00

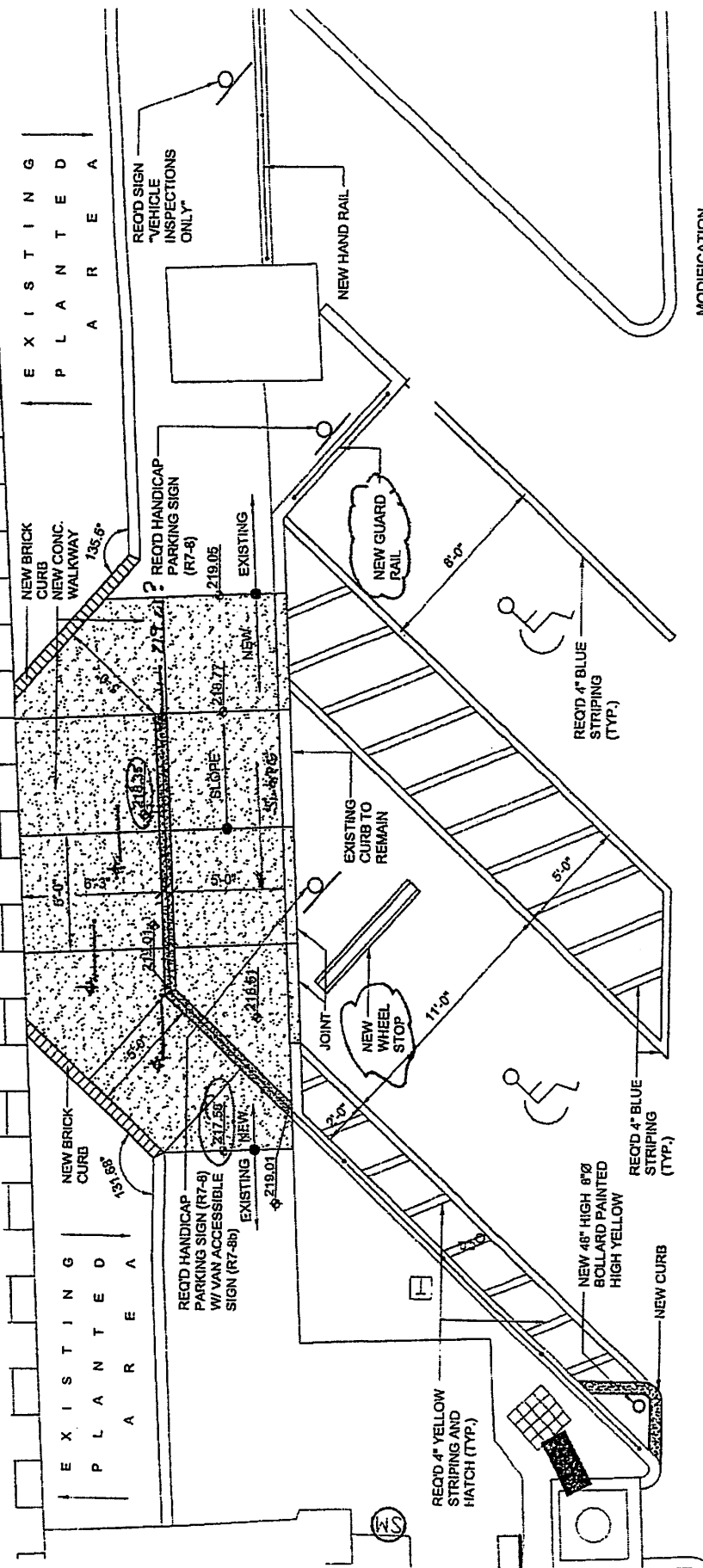
Please feel free to contact us with any questions that you may have. We thank you for the opportunity to bid this for you.

Respectfully,



Ben Lambert

MONTGOMERY COUNTY
ANNEX III
COURTHOUSE



**MODIFICATION
OF EXISTING
LAWRENCE STREET
PARKING ANNEX III
9 NOVEMBER 2016
PRICING**

JMR+H

Architecture, PC

SOUTH LAWRENCE STREET

PARTIAL SITE PLAN
SCALE: 1/4" = 1'-0"

Tammy Nix

AGENDA

APR 17 2017

From: Donald Mims
Sent: Wednesday, April 12, 2017 4:57 PM
To: Tyrone Means
Cc: Thomas Gallion; Ethel Bandy; Tammy Price
Subject: Request for Opinion - Use of City Suite at Biscuits Baseball Games

Tyrone,

Below is an email from Mayor Todd Strange, in which he stated "These are 5 dates that the County can use exclusively the City suite at a Biscuits game. Both Elton and Rhonda are aware of the City making these available. Please Contact Vivian in our office to confirm these dates for your use and secure the 40 tickets. Can get 5 additional if necessary. I hope you can benefit from this use as we have.

Monday April 24th 7:05 pm
Monday July 31st 7:05 pm
Wednesday July 5th 7:05 pm
Tuesday August 1st 7:05 pm -- council night
Monday August 14th 7:05 pm"

I've discussed this opportunity with Deputy Administrator Florence Cauthen and would like for you to consider the following process in awarding tickets to the City suite:

The Mayor has offered five nights which includes 40 tickets, which equals a total of 200 opportunities for County employees to attend the Biscuits ballgames. The Ethics Commission considers a lottery method to be acceptable. Would it be allowable to allocate various departments to a particular day and have a lottery for those department. For example, we could have a lottery for the Engineering Department one day and a lottery for the Sheriff's Office on another day since they are the two largest departments. On the remaining three days, we could allocate these days to the other remaining departments so as to provide all County employees an opportunity to participate in the lottery.

Please review and **issue an opinion by Noon Friday, April 14, 2017 as to the best course of action we should take.** I believe Monday, April 17, 2017, is your day to attend the County Commission meeting. The Commission will be discussing this issue along with the memorandum you issued to Chairman Dean on March 30, 2017.

Thank you for your assistance.

Donnie

From: tstrange2@aol.com [<mailto:tstrange2@aol.com>]
Sent: Friday, April 07, 2017 10:51 AM
To: Donald Mims <DonaldMims@mc-ala.org>
Subject: Fwd: 5 AVAILABLE SUITE NIGHTS

Donnie, These are 5 dates that the County can use exclusively the City suite at a Biscuits game. Both Elton and Rhonda are aware of the City making these available. Please Contact Vivian in our office to confirm these dates for your use and secure the 40 tickets. Can get 5 additional if necessary. I hope you can benefit from this use as we have.

-----Original Message-----

From: Thomas, Vivian <vthomas@montgomeryal.gov>

To: Strange, Todd Contact Card <tstrange2@aol.com>

Sent: Fri, Apr 7, 2017 10:42 am

Subject: FW: 5 AVAILABLE SUITE NIGHTS

Mayor,

Here are 5 nights that are available for the City Suite.

Monday April 24th 7:05 pm

Monday July 31st 7:05 pm

Wednesday July 5th 7:05 pm

Tuesday August 1st 7:05 pm -- council night

Monday August 14th 7:05 pm

Vivian Thomas

Mayor's Office

103 North Perry Street

Montgomery, AL 36104

334.625.2004

vthomas@montgomeryal.gov

Tammy Nix

From: Tyrone Means <tcmeans@meansgillislaw.com>
Sent: Thursday, March 30, 2017 10:18 AM
To: Elton N. Dean, Sr.
Cc: Florence Cauthen; Donald Mims; Tammy Nix; Tyrone Means; Ethel Bandy; Jennifer Cornwell; Tommy Gallion
Subject: FW: 2017 Biscuit Season
Attachments: MCC Biscuit Suites Ticket Distributuion Resolution 3 29 2017.docx; MCC Biscuits suites proposed 2017-2019 Lease Agreement 3 29 2017.pdf

The County desires to purchase via lease the rights to 23 games per season for 3 seasons at Montgomery Biscuit Stadium. This lease provides 16 tickets per game. ***This memo comes for the purpose of presenting a ticket distribution plan for your comment.***

In order for the County to enter into such an agreement, we have requested an opinion from the attorney general's office to support the County's decision that this purchase is for a legitimate public purpose and a legitimate use of public funds. We have also sought counsel from the Alabama Ethics Commission on the issue of whether or not this purchase can be made without violating the provisions of the Ethics Act when utilized as planned.

We have endeavored to develop an equitable distribution plan that has the best chance of passing muster from the attorney general's office as well as the Alabama Ethics Commission. Public purpose is generally defined as having the objective to promote the public health, safety, morals, security, prosperity, contentment and general welfare of its citizenry. It would be expected that the County would make such a finding in making this purchase. Furthermore, it is essential that the distribution plan for the tickets meet that public purpose as well pass muster under the Alabama ethics laws which generally are developed for the purpose of assuring that elected officials act for the public good and not for personal gain or personal gain.

There is some history between the County and the Montgomery Biscuits. In previous years, the County has sponsored a employee appreciation event or night. All employees were provided tickets and had the opportunity to purchase tickets for family members and food was provided. Based upon a legal opinion from County Attorney Gallion, that practice stopped after a couple of years ***for legal reasons***. The public purpose for providing its employees with tickets was the opportunity for collegiality and fraternization for the whole.

In this instance there are 23 games per season in the three-year lease package with 16 tickets per game. That allows approximately 368 ticket opportunities for distribution.

The County administrator and I have met to develop our distribution plan. Both the attorney general's office as well as the Alabama Ethics Commission have insisted that we define as clearly as we can the distribution plan for tickets to county employees. Additionally, we have provided a plan for civic organizations as well as economic development type events. In each case, the purpose is to avoid any of the benefits inuring to the personal or political gains of the commissioners. The real challenge here is that there are approximately 900 plus employees, literally hundreds of various civic groups and from time to time there are economic development opportunities that mind lend itself to entertain prospects in the baseball suite. Accordingly, a distribution plan must attempt to meet the challenge of utilizing 368 tickets for all the stated purposes. It is noteworthy that this is different from scheduling a one-night event for employee's county ride or sponsoring a civic group's night at the ballgame or entertaining economic develop prospects at a game.

The attached resolution proposes a distribution plan. While we cannot say with any certainty that it would necessarily pass muster from both the attorney general's and the Alabama Ethics Commission, it is our best effort in trying to do so.

Please let us have the benefit of your take on the plan in light of the legal environment. Once a plan is accepted by the commission, then the Attorney General and Ethics Commissions will research and offer their respective opinions.

Tyrone C. Means
Means Gillis Law, LLC
60 Commerce Street, Suite 200(36104)
P O Box 5058
Montgomery, AL 36103-5058
(334) 270 1033
(800) 626-9864
(334) 260 9396 (Fax)

tcmeans@meansgillislaw.com
www.meansgillislaw.com

H. Lewis Gillis and Tyrone C. Means are Means Gillis Law. Seasoned attorneys with a staff of caring professionals, Attorneys Gillis and Means have collectively practiced for more than 75 years. Our legal expertise spans the civil litigation spectrum which includes cases of wrongful death, serious personal injury and product liability. We also extend our legal expertise to a variety of government agencies and high profile white-collar criminal defense cases. Our firm has handled some of the most challenging and notable plaintiff and defense cases tried in the southern United States for more than a quarter of a century. We take pride in representing both the mainstream and the underserved communities in our society. This message is privileged and confidential and may be protected by the attorney-client privilege, the attorney work product doctrine, or other law. These privileges are not waived.

From: Florence Cauthen [<mailto:FLORENCECAUTHEN@mc-ala.org>]
Sent: Monday, March 20, 2017 2:29 PM
To: Tyrone Means
Cc: Donald Mims; Tammy Nix
Subject: 2017 Biscuit Season

Please find attached a lease for a suite for the 2017-2019 season and your ticket distribution proposal. Donnie would like to call you shortly to discuss before the meeting today.
Thank you.

Florence M. Cauthen
Deputy Administrator, Montgomery County Commission
101 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102
334.832.1203

**RESOLUTION REGARDING MONTGOMERY COUNTY COMMISSION
LEASE OF SUITE OF MONTGOMERY BISCUITS STADIUM**

WHEREAS, the Montgomery County Commission (“the Commission”) proposes to lease a partial interest in Suite A at the Montgomery Biscuits Stadium at a cost to the county of \$9,857.00 per season for its interest in the suite.

WHEREAS, the county has determined that the lease of said suite will enhance its economic development and job creation efforts for not only new industrial or business prospects considering locating in Montgomery County, Alabama, but also existing industries or businesses that may be considering expanding in the Montgomery County area by showcasing events such as baseball games to such prospects.

WHEREAS, the Commission has determined that it desires to show appreciation to its employees in the various departments serving the county by designating employee nights for its various offices beyond their service by sponsoring and treating its employees with the opportunity to attend Montgomery Biscuits games.

WHEREAS, the Commission has determined that Montgomery Biscuits baseball events are good, wholesome events for senior citizens, youth and other organized community groups residing and/or working in Montgomery County, Alabama.

WHEREAS, the Commission has determined that such outings will provide outlets for groups who otherwise may not have an outlet.

WHEREAS, the Commission has determined that the county believes that such usage will further promote game day attendance for the Biscuits, thereby assuring the attraction of citizens to Biscuits games and enhancing tax revenues of the downtown community and

otherwise promote public health, safety, morals, security, prosperity, contentment and general welfare of its citizenry.

WHEREAS, the Montgomery Biscuits are an integral part of Montgomery County life and should be supported by government.

NOW, THEREFORE BE IT RESOLVED by the County Commission of Montgomery County, Alabama in a regular meeting duly assembled wherein a quorum was present, as follows:

1. It shall enter into a lease agreement for said suite and distribute tickets on an equitable basis, in furtherance of its stated public purpose, in the following manner, to-wit:
 - To bona-fide citizen groups who petition the County Administration to organize special nights for senior citizens, youth groups, and other citizen groups. These events will further enhance the health, education, and welfare of the citizens.
 - Industrial and business recruits shall be considered by the commission in conjunction with economic and development initiatives of the county on a case by case basis.
 - For all Montgomery County employee groups and/or departments, including but not limited to the Probate Office, Appraisal Office, Detention Center, Parks and Recreation and the Youth Facility as well as ad hoc employee groups may organize for its employee group a night to enjoy Montgomery Biscuits baseball to further enhance the perks of

employment with the county. Groups and individuals shall be permitted to request tickets, as available, on a first come-first serve basis or by random drawings.

THE COMMISSION FURTHER RESOLVES that the use of the suite shall not be utilized to inure to any personal or political benefit of any Commissioner.

Done this _____ day of _____, 2017.

Montgomery County Commissioners

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner

**TRADITIONAL
SUITE LICENSE AGREEMENT
BETWEEN
MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC
AND
MONTGOMERY COUNTY COMMISSION**

THIS AGREEMENT made and entered into this 1st day of April, 2017, between the **MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC**, DBA Montgomery Biscuits, whose official address is 200 Coosa St., Montgomery, Alabama 36104, Licensor, hereinafter referred to as "**TEAM**," and the Montgomery County Commission hereinafter referred to as "**LICENSEE**."

PROPORTIONAL SHARE for the purpose of this agreement is the amount of **LICENSEE** right to use of corresponding tickets or parking that relate to the percentage of amount paid to total purchase price.

WHEREAS, TEAM has constructed certain suites at the Team Baseball Stadium between Coosa and Tallapoosa, hereinafter "**RIVERWALK STADIUM**," Montgomery Professional Baseball Club, LLC, Montgomery County, Alabama, consisting of an enclosed room with viewing areas more fully described hereinafter.

WHEREAS, LICENSEE desires to obtain a license to use one of said suites,

NOW, THEREFORE, TEAM and **LICENSEE** agree as follows:

1. **TERM.** **TEAM** hereby grants a license to **LICENSEE** and **LICENSEE** hereby hires from **TEAM** Suite #8 in **RIVERWALK STADIUM** (designated on the Master Diagram of the suite level of **RIVERWALK STADIUM** available at **TEAM's** Planning Office) for the purpose set forth herein, for a term commencing April 1, 2017 and ending September 15, 2019.

2. **LICENSE FEE: METHOD OF PAYMENT.** **LICENSEE** agrees to pay **TEAM** the sum of **NINE THOUSAND EIGHT HUNDRED FIFTY SEVEN DOLLARS AND FOURTEEN CENTS** (\$9,857.14) annually as a license fee for said suite which equals the proportional share of \$30,000. The license fee shall be paid as follows:

a. The license fee shall be payable over the balance of the term of this License Agreement in advance in annual installments on the dates and in the amounts set forth below:

<u>DATE</u>	<u>AMOUNT</u>
April 15, 2017	\$9,857.14
January 15, 2018	\$9,857.14
January 15, 2019	\$9,857.14

3. **SCOPE AND PURPOSE OF LICENSE.**

b. **GENERAL LICENSEE** understands and agrees that this License is granted for the purpose of permitting **LICENSEE** to view from the suite minor league baseball games at **RIVERWALK STADIUM**. As to other public events which may be held in **RIVERWALK STADIUM**, **LICENSEE** shall have the right to use the suite in conjunction therewith and under the terms and conditions set forth herein. **LICENSEE** understands and acknowledges that **TEAM** makes no warranties, guaranties or representations that any events, other than regular season minor league baseball games, will be held in **RIVERWALK STADIUM**, and **LICENSEE** understands and acknowledges that the presentation of such other events is in no way part of the consideration for **LICENSEE's** execution of this License Agreement.

In the event that minor league baseball games discontinue being held in **RIVERWALK STADIUM**, then **LICENSEE** shall have the option to cancel this License Agreement. Upon such cancellation, the unused balance of any advanced license fees shall be returned to **LICENSEE** after the deduction for any obligation of **LICENSEE** to **TEAM** under this License Agreement including but not limited to food, beverages or services furnished to **LICENSEE**. This right of cancellation shall be the sole and exclusive remedy available to **LICENSEE** and the **TEAM** shall not be liable to **LICENSEE** for any other claims or damages of any nature whatsoever as a result of the circumstances giving rise to the right of cancellation, provided that the option to

cancel herein shall terminate thirty (30) days after written notice from **TEAM** to **LICENSEE** of the right to cancel hereunder. If **LICENSEE** fails to give written notice of cancellation to **TEAM** within said thirty (30) days, then this License Agreement shall remain in full force and effect.

4. **ACCESS TO SUITE.** **LICENSEE** shall be entitled to use of, and access to, said suite under the following conditions:

a. **LICENSEE** shall be entitled to the proportional use equal to the payment made or agreed to by any joint licensees of said suite on all non-baseball day event days during the term of this Agreement. It is understood and agreed, however, that **LICENSEE's** right of access to the suite on event days shall be solely by presentation of purchased suite tickets for the event then being held. "Event Days" means any event which is open and tickets sold to the general public provided, however, that **LICENSEE's** right of access to, and use of, the suite shall be restricted to the hours that **RIVERWALK STADIUM** is open to the general public for such event.

b. **LICENSEE** shall also be entitled to the rights to use said suite at times other than event days. Such right to use said suite shall be subject to the approval of **TEAM** prior to any such use, which approval shall not be unreasonably withheld; provided, however, that arrangements for such access shall be made by **LICENSEE** in advance and during **TEAM** regular business hours on Mondays through Fridays.

c. **LICENSEE** agrees to pay reasonable preparation and cleanup charges, if any, arising out of any use by **LICENSEE** of said suite pursuant to the provisions of Paragraph 4.b. above.

5. **FOOD, BEVERAGES AND SERVICES IN SUITE.** **LICENSEE** agrees to purchase all food and beverages to be used in or at the licensed premises from the **TEAM** at **RIVERWALK STADIUM**. **LICENSEE** shall not bring, or cause to be brought, food or beverages into the suite for the use of **LICENSEE** or **LICENSEE's** invitees. No food or beverage preparation equipment may be kept in the suite, other than such equipment as may be

provided by TEAM. **LICENSEE** shall be solely responsible for and promptly pay to the proper person, firm or corporation all bills for food, beverages and services furnished, sold or rendered in connection with the use of the suite at the time of service, including all applicable taxes.

6. **RESPONSIBILITY OF LICENSEE AND TEAM FOR SUITE OPTIONS.**

a. **TEAM RESPONSIBILITIES.** **TEAM** shall provide at **TEAM's** cost and expense within each suite:

1. One (1) built-in wet bar, and one (1) mini refrigerator, standard painting and carpet within the interior of the suite.
2. Make ordinary repairs and take care of ordinary maintenance to the licensed premises, equipment and furnishings.
3. Clean the suite before and after event days.
4. Furnish and pay the cost of all utilities to the suite, including water, heat and air conditioning and electricity, excluding cable and phone if desired.

b. **LICENSEE RESPONSIBILITIES.** **LICENSEE** agrees to provide at **LICENSEE's** expense within each suite the proportional share of:

1. Finishing, including wall and ceiling finish, paint and/or vinyl wall covering, and trim finish.
2. Furniture, appliances, equipment, etc. with prior approval of **TEAM**.
3. Cable service, if desired, facilitated by team and team's vendor.
4. Wall hangings; e.g., photos, paintings will be allowed, but all hanger penetrations must be repaired, to the satisfaction of the **TEAM**, by the **LICENSEE**.

7. **EVENT TICKETS AND PARKING RIGHTS.** During the term of this Agreement, **LICENSEE** shall:

a. Receive annually regular season minor league baseball season tickets for sixteen (16) seats within **LICENSEE's** suite, said seats shall be for **LICENSEE'S** proportional share equivalent of 70 games to Montgomery Biscuits (hereinafter referred to as MB) regular season home baseball game played by the minor league baseball team in **RIVERWALK STADIUM**. **LICENSEE** shall have the right to purchase all or any of a total of 4 additional suite tickets for same MB home baseball game at the value price of \$10.00 per ticket or \$700.00 per season ticket, if purchased prior to April 1. Any of the extra tickets purchased in advance will be eligible for team buy-back if unused tickets are presented to team by October 1. Thereafter April 1, all extra tickets will incur a service charge of \$2.50 per ticket. However, the **LICENSEE** may not allow suite occupancy to exceed the limits prescribed by the Fire Marshal (total of 20)

b. Have the option to purchase same proportional share of the total twenty (20) seats within the suite for events at **RIVERWALK STADIUM** other than MB home baseball games at the established suite price for each such event. **LICENSEE** shall have the option to purchase related additional suite tickets for events at **RIVERWALK STADIUM** other than MB home baseball games at the established suite price for each such event. However, the **LICENSEE** may not allow suite occupancy to exceed the limits prescribed by the Fire Marshal. **LICENSEE** agrees to comply with all deadlines established by **TEAM** for exercising this option to purchase tickets for other events to be held in **RIVERWALK STADIUM**, and failure to comply with such deadlines shall extinguish this option. If **LICENSEE's** are sharing tickets, it is their sole responsibility to divide tickets to participants' mutual satisfaction. **TEAM** will make best effort to deliver tickets to specified single contact by no later than April 1 and assist with best method of selecting game dates.

c. Receive baseball event parking for two (2) automobiles for proportional share in the prepaid parking lot, subject to the terms and conditions under which said prepaid season parking is offered.

Any rights and options of **LICENSEE** to receive tickets for minor league professional baseball and other events and parking spaces terminate concurrently with the termination of this License Agreement.

Concurrent with the execution of this License Agreement, and from time to time thereafter as necessary, each signatory under this agreement shall appoint a sole individual as the person with the responsibility and authority to make decisions and exercise options on behalf of signatory under this Paragraph 7, and shall notify **TEAM** in writing of such appointment.

8. **REIMBURSEMENT FOR DAMAGES.** **LICENSEE** agrees to promptly reimburse **TEAM** for the destruction, loss or damage to the licensed premises or any equipment, furnishings or other property therein, caused by **LICENSEE** or invitees of the **LICENSEE**. **TEAM** shall give notice of such destruction, loss or damage promptly upon discovery thereof.

9. **ACCESS TO SUITE LEVEL.** **LICENSEE** agrees and understands that the **TEAM** retains the right to control access to the Suite Level of **RIVERWALK STADIUM**.

10. **AUTHORITY RIGHT OF CANCELLATION.** If **LICENSEE** fails to promptly and timely, by the designated due date, make the required payments for license fee, food, beverages and services or otherwise breaches any of the terms and conditions of this Agreement, **TEAM** shall have the option to cancel this Agreement by giving **LICENSEE** thirty (30) days written notice. This License Agreement shall terminate upon the expiration of said thirty (30) days, unless **LICENSEE** shall cure the default within said thirty day period. All rights of **LICENSEE** under this Agreement (including the right to receive or purchase tickets for seats assigned within the suite and/or preferred parking spaces) shall then terminate, **TEAM** shall have no further obligation of any kind to **LICENSEE**, and **TEAM** shall have the right to enter and take possession of the suite. **TEAM** shall be entitled to: 1) retain any advanced license fee paid to the **TEAM**; and, 2) liquidated damages from **LICENSEE** in the amount of the license fee otherwise due and payable over the remainder of the unexpired term. In the event of such termination, any advanced license fee payments held by **TEAM** may be applied by **TEAM** to any obligation of **LICENSEE** for food,

beverages or services provided for or used in this suite. The foregoing constitutes the **TEAM's** exclusive remedies in the event of **LICENSEE's** breach of any term or condition of this Agreement, except for destruction, loss or damage pursuant to Section 8, above.

11. **PROPER DECORUM; ADVERTISING PROHIBITED.** **LICENSEE** and invitees of **LICENSEE** shall at all times maintain proper decorum while using the licensed suite and shall abide by all terms and conditions of this license, applicable governmental laws, rules and regulations, and by such rules and regulations as may from time to time be adopted and applied by **TEAM** to licensing of **LICENSEE's** suite and to the use of all Suite Level suites. Notwithstanding any other provision of this License Agreement, no advertising or signs visible outside of the suite shall be placed in, or around the suite by **LICENSEE**, except as provided in Section 13.b, below.

12. **ASSIGNMENT PROHIBITED.** **LICENSEE** shall have no right to assign this agreement or any part thereof, or sublet or sublicense the suite or any part thereof, without prior written consent of the **TEAM**, which consent shall not be unreasonably withheld by and through the City Planning Director or his/her designee. The rights and obligations created by this agreement are exclusive and shall not be transferred or assigned except by written agreement of both **LICENSEE** and **TEAM**.

However, in the event of change of ownership by **LICENSEE** or **TEAM** in anyway, this contract remains in effect and automatically transfers to new owner.

13. **ALTERATIONS, ADDITIONS AND OTHER IMPROVEMENTS BY LICENSEE.**

a. **LICENSEE** shall NOT be permitted to make any alterations, additions, or other improvements to the licensed premises without first obtaining (1) proper written consent of **TEAM**, (2) all required permits necessary to comply with all governmental rules, laws, statutes, ordinances and the like, which permits shall be paid by **LICENSEE**; and, (3) written approval by **TEAM** of all plans for such decorating, alterations, additions, or other improvements which shall

comply with all applicable governmental regulations, orders, rules, laws, statutes, ordinances, and the like. All alterations shall be in compliance with **TEAM** guidelines.

b. Prior to the termination of this license, **TEAM** shall have the right to require **LICENSEE** to remove any and all such alterations, additions or improvements and restore the licensed premises to its condition at the time of the commencement of this license, ordinary wear and tear excepted. **LICENSEE** shall not have the right to erect or display any commercial or business signs on or within the licensed premises without obtaining **Team's** prior written consent, which will not be unreasonably withheld.

14. **UNTENANTABILITY OF SUITE.** If the suite shall be destroyed or be damaged so as to become untenable for viewing a minor league baseball game or for an approved use under Paragraph 4.b., and **TEAM** elects to repair such damage, this license shall remain in force, but the license fee shall abate, for each proportional event missed or cancelled, at a rate of one (1) divided by the total events scheduled for the year, but shall not abate otherwise than as set forth herein; provided however, that such fee shall not abate if the untenability was caused by the fault or neglect of **LICENSEE** or its agents, employees, guests and invitees; provided, further, that **LICENSEE** shall notify **TEAM** in writing within ten (10) days, or as soon as practicable, of such untenability or such claim for license fee abatement pro rata shall be forever waived. If **TEAM** does not elect as aforesaid to repair the premises, **TEAM** shall have possession thereof and this License Agreement shall then terminate and remedies apply.

15. **INDEMNIFICATION.** **TEAM** shall not be liable for any loss or damage to property of **LICENSEE** or its invitees in or upon the licensed premises. **LICENSEE** agrees to indemnify and hold **TEAM** harmless from any liability for damages, including personal injury and property damage, occurring in or upon the licensed premises, and occasioned by any act or omission, neglect or wrongdoing of **LICENSEE** or any of its directors, officers, agents, representatives, guests, employees, or other invitees of **LICENSEE**.

16. **LICENSEE'S OPTION RIGHT.** **LICENSEE** shall have the right to enter into a new license agreement upon the normal expiration of the term of this License Agreement, subject to the following conditions:

a. **TEAM** shall notify **LICENSEE** in writing no sooner than twelve (12) months prior to the expiration of the term hereunder of **LICENSEE's** option to enter into a new license agreement for a term not to exceed three (3) years at the annual license fee then being charged for licenses of comparable suites, and under the terms and conditions set forth in such new license agreement.

b. Within thirty (30) days of the date **TEAM** so notifies **LICENSEE**, **LICENSEE** shall notify **TEAM** in writing of intention of **LICENSEE** to exercise the option as set forth in the notice by **TEAM** to **LICENSEE**.

c. After receiving notice of **LICENSEE's** intention to exercise the option, **TEAM** shall send a new license agreement to **LICENSEE** for execution. **LICENSEE** shall sign and return said license agreement to **TEAM** within fourteen (14) days of receipt thereof.

d. In the event that **LICENSEE** shall fail to notify **TEAM** within said thirty (30) days of **LICENSEE's** intention to exercise the option set forth in this paragraph, or shall fail to return the signed license agreement to **TEAM** within the fourteen (14) day period set forth in Subparagraph 16.c above, then said option right shall expire and **LICENSEE** shall have no further claim to the use of said suite.

17. **NOTICES.**

a. Any notice to **LICENSEE** required herein shall be sent by certified mail addressed to: Sample

b. Any notice to **TEAM** required herein shall be sent by certified mail addressed to the Montgomery Professional Baseball Club, LLC at 200 Coosa Street, Montgomery, Alabama 36104, Attention: GM-Sales & Marketing, or to such other address as **TEAM** may specify.

18. **SUCCESSOR'S RIGHTS.** This License Agreement and the rights and obligations hereunder shall apply to, bind and inure to the benefit of the successors and assigns of **TEAM** and the legal representatives, heirs, executors, administrators, successors or assigns of **LICENSEE**.

19. **MISCELLANEOUS PROVISIONS.**

a. **Right of Entry.** **TEAM** and its employees and agents shall have the continuing right to enter **LICENSEE's** suite at any and all times for the performance of the duties required to be performed by **TEAM** hereunder; to investigate any suspected violations of the provisions of this License Agreement, rules and regulations of **TEAM**, or any applicable governmental laws or orders; and to inspect the suite and its condition.

b. **Sale of Tickets Prohibited.** **LICENSEE** shall not sell, or offer for sale, any event admission tickets or parking tickets issued to **LICENSEE** hereunder, and any such sale shall be a material breach of this License Agreement; except as provided under Section 12 herein.

c. **Governing Law.** This License Agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of Alabama.

d. **Entire Agreement.** This License Agreement constitutes the entire agreement and supersedes any previous written or oral agreements, between the parties hereto and no change or modification hereof shall be effective unless the same shall be in writing and executed by the parties hereto.

e. **Captions.** The captions of this License Agreement are for convenience only and are not to be construed as a part of this License Agreement and shall not be construed as defining or limiting in any way the scope or the intent of the provisions hereof.

f. **Nonwaiver of Strict Compliance.** Failure of **TEAM** to require strict compliance by **LICENSEE** of any of the covenants, provisions or conditions of this License Agreement, on one or more occasions, shall not constitute a waiver by **TEAM** of the right thereafter to require strict compliance with said covenants, provisions and conditions.

g. **Joint and Several Liability.** In the event that the named **LICENSEE** herein is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners or joint venture shall be jointly and severally liable hereunder, whether or not the individual partners or joint venturers are signatories to this License Agreement.

h. **Minor League Baseball.** Wherever the terms "minor league baseball" or "minor league professional baseball" or a similar term are used in this License Agreement, they shall be construed to include the successors and assigns of the initial minor league Class "AA" baseball team or another minor league team which is playing instead at **RIVERWALK STADIUM**.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their duly authorized officials on the day and year first set forth above.

WITNESS:

MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC

By: _____
Sherrie Myers
Its: Co-Owner

WITNESS

LICENSEES

Company:

By Signature: _____

Print: _____

Company: _____

Signature:

Print:

Signature:

Print:

TEAM OWNED SUITES
SUITE LICENSE AGREEMENT

NOTICE: Wherever the Suite License Agreement refers to "STADIUM," it means
RIVERWALK STADIUM.

10/30/95

AGENDA

PROJECT COST	Paid to date	Remaining	Total Remaining
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PROJECTS IN PROGRESS**APR 17 2017**
Security Equipment Upgrade
Courthouse Weatherization

	548,316	387,072	161,244	161,244
Architect	56,534	53,551	2,983	
QA site visit-Hixon	1,700	1,700	0	
Contractor	713,178	672,577	40,601	
Advertising	1,197	1,197	0	
	772,609	729,025	43,584	43,584

Courthouse Heating and Cooling Replacement

Advertising	2,900	2,900	0	
Architect	124,705	120,582	4,123	
Contractor	1,376,328	1,177,192	199,136	
	1,503,933	1,300,674	203,259	203,259

Annex III parking upgrade

Original Project	77,323	77,323	0	0
Expense to Correct	20,000	0	20,000	20,000

Sheriff's Dispatch-Annex I

Advertising	2,927	2,927	0	
Architect Fees	171,065	152,239	18,826	
Contractor	1,983,362	565,084	1,418,278	
Furniture allowance	178,000	0	178,000	
Equip/Cabling	90,000	11,086	78,914	
	2,425,354	731,336	1,694,018	1,694,018

TOTAL FUNDS COMMITTED**2,122,105****CAPITAL PROJECT FUNDS:**

Fund 116 Capital Projects Fund	1,673,342	
Fund 116 Estimated Revenue (April 2017)	850,000	
2014 PBA Debt Refinancing Construction Fund	66,576	2,589,918

FUNDS AVAILABLE FOR CONSTRUCTION PROJECTS**467,813**

FUND 206-CONSTRUCTION FUND

Current Balance \$390,286

Transferred \$457,000 from General Fund as per 2017 budget for ongoing Repair & Maintenance

MONTGOMERY COUNTY COMMISSION FUND BALANCE COMPARISON

	Fund Balance 9/30/2007	Fund Balance 9/30/2011	Fund Balance 9/30/2015	Fund Balance 9/30/2016	
ind					
01 General Fund	19,653,403	6,943,542	15,284,534	16,953,746	Operating
03 Emergency Fund	9,151,681	9,773,864	9,899,520	9,925,143	Established as a reserve for one year of debt service-available for operating
04 Workers Compensation	560,177	952,804	1,289,815	1,351,223	Self-Insured fund for Workers Compensation claims-all funds contribute 1% of gross wages
05 Employees Health Trust	1,206,112	282,931	1,371,927	1,133,699	Self-Insured fund for Health Insurance -\$1,213,199 is reserved for the OPEB liability
06 R E Life Insurance Trust	206,805	259,839	300,869	250,369	Self-Insured to provide a Life Insurance policy for each retiree beneficiary-All funds contribute
07 Liability Fund	4,174,579	4,342,601	4,085,884	3,954,513	Self-Insured for Liability Claims-Funds contribute a fixed amount
11 Gasoline Tax Fund	3,291,183	258,249	284,114	150,726	Funding-7¢ Gas Tax/Eng Salary reimb (20%) Advalorem Fund 112(75%) MV Tax & License (5%)
12 Public Roads/Bridges	4,874,395	7,050,000	6,654,765	6,077,055	Advalorem tax for bldg, roads, bridges-Funds 75% of Engineering-Excess can be used by Gen Fd
13 Public Highway & Traffic	524,007	118,755	162,945	327,812	Motor Vehicle tax, license, fees for public highways and streets (Used to Fund Gas tax fund 111)
16 Capital Improvement	2,151,350	4,866,372	3,657,535	2,401,452	County share of Ala Trust Fund-Building construction, renovation, debt service
17 R.R.R. Gasoline Tax	2,311,682	4,441,045	4,910,037	6,286,448	State 4¢ & 5¢ gas tax-restricted to resurfacing/restoration of existing Co roads & bridges
19 Severed Material Tax	595,645	153,547	146,921	389,776	75% restricted for road system-Other can go to the General Fund
23 Personnel	380,445	21,365	111,561	100,846	City County personnel department-approximately 80% City 20% County
06 Construction Projects	4,396,879	2,388,570	1,659,476	60,186	Construction projects-Funded from Debt issues or general fund
					Current balance is \$390,286

Projected final balance

Funds balances that can be used for Construction Projects other than 116 and 206

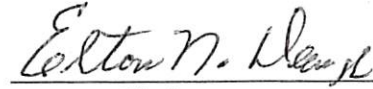
24-1

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, May 1, 2017, at 8:00 in the morning.



Administrator



Chairman