

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 24, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:07 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Vice Chairman Walker requested a \$1,000 miscellaneous appropriation from her account to East Montgomery Baseball and Softball, Inc., for travel expenses to the Softball World Series.

The Commission agreed waive rules and add to the agenda a Budget Change Request in the amount of \$2,000 to East Montgomery Baseball and Softball, Inc., for travel expenses to the Softball World Series.

Chairman Dean requested a \$2,000 miscellaneous appropriation from his account to Suburban West Dixie Youth Baseball League, for baseball programs.

Chairman Dean requested a \$4,000 miscellaneous appropriation from his education account to BOE, Southlawn Middle School, for the football program.

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

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding a proposed amended Resolution regarding Taxpayers Bill of Rights. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PLANNER HOWARD JOHNSON WITH CENTRAL ALABAMA
REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Planner Howard Johnson with Central Alabama Regional Planning and Development Commission briefed the Commission regarding ongoing 2020 Census (Local Addressing Updating) efforts. Commissioner Harris recommended that the County coordinate with the City to help count the homeless citizens. Mr. Johnson stated that he would keep the Commission updated.

PRESENTATION BY GENERAL SERVICES DIRECTOR LAMAR ALLEN

General Services Director Lamar Allen requested two new trucks for the maintenance department for this fiscal year. He also requested funding for three new trucks be added to the 2017-2018 Fiscal Year budget. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Allen briefed the Commission regarding a Bid Award to Central Contracting, Inc., for the Sheriff's Maintenance Shop. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PRESIDENT JULIAN MCPHILLIPS, JD AND DIRECTOR SARA
POWELL WITH THE SCOTT AND ZELDA FITZGERALD MUSEUM

President Julian McPhillips, JD and Director Sara Powell with The Scott and Zelda Fitzgerald Museum updated the Commission regarding the Museum and requested funding for operational costs, costs of maintenance, acquisition costs of artifacts and memorabilia and literary costs. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$10,000 for these costs. The Commission agreed that this appropriation would be for FY2017-2018, since the Museum already received funding from them in FY2016-2017.

PRESENTATION BY CIVIL ENGINEER CEDRIC CAMPBELL WITH GOODWYN, MILLS
AND CAWOOD AND GENERAL SERVICES DIRECTOR LAMAR ALLEN

Civil Engineer Cedric Campbell with Goodwyn, Mills and Cawood and General Services Director Lamar Allen briefed the Commission regarding a Bid Award to David Bulger, Inc. (DBI) for Annex II retaining wall repair. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU
IALACCI

Chief Information and Technology Officer Lou Ialacci requested authorization of a Public Administration Intern position and related Position Fill Request, Position Number 220186001 for Information Systems. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake asked if the Commission would waive rules to approve a funding Agreement for resurfacing Pike Road from Wallahatchie Road to US 80, Project No. STPAA-5115(252), MCP 51-77-16, CPMS Ref. #100057526 and related Resolution. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Speake briefed the Commission regarding a Bid Award to TCB Construction Company, Inc., in the amount of \$89,446 for clearing drainage easements in the Selbrook Subdivision, Bid Number 53101-17B-021. After discussion, the Commission agreed to place this item on the next agenda.

Additionally, he mentioned that an estimated cost for installing electronic readers on the Engineering Department's four gas pumps as discussed during budget review was between \$52,000 and \$72,000. After discussion, the Commission agreed with installing these readers.

Mr. Speake presented a report outlining the pros and cons of a 4-10 hour workweek vs. a 5-8 hour workweek and recommended remaining with the Engineering Department's current 4-10 hour schedule. After some discussion the Commission agreed with Mr. Speake's recommendation with the understanding that arrangements be made so the public could reach someone at each maintenance district on the Friday off days and road maintenance personnel would be available to respond to requests from the public on the Friday off days. (Copies of Memorandum and Report, Agenda Pages 23-1 and 23-2, are attached to these minutes.)

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Memorandum of Understanding with the City of Montgomery regarding 100 South Perry Street parking deck. The Commission agreed to discuss this item further at their next meeting.

DISCUSSION BY THE COMMISSION

Chairman Dean requested to place the Agreement with the Poarch Band of Creek Indians on the next agenda. Commissioner Harris discussed changes, modifications and additions that he would like to make to the contract. After discussion, the Commission agreed to make the recommended changes and present them to the Poarch Bank of Creek Indians.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding payment of professional dues for County Administrator Donald L. Mims. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Knox Pest Control regarding a one (1) year extension for pest control services,

Contract No. 51901-16B-028. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Position Fill Request for Groundskeeper, Position Number 260735029. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 55 from County Commission Appropriations to Inner Faith Economic Development Association in the amount of \$5,000, which was requested by Chairman Dean. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from County Extension Coordinator Jimmy D. Smitherman requesting funding in the amount of \$2,000 for the 2017 Successful Aging Initiative (SAI). After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$2,000 for this event.

Administrator Mims presented an email from Council Director Jenny Roth regarding Girls on the Run Serving the River Region. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$15,000 for this program.

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

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection Report for July 2017.

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

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

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

DISCUSSION BY THE COMMISSION

Commissioner Harris requested a Budget Change Request in the amount of \$7,500 for the U.S. Martial Arts Team. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Parks and Recreation Superintendent James Williams.

The Pledge of Allegiance was led by Vice Chairman Ronda Walker.

Chairman Dean asked Vice Chairman Walker to introduce the East Montgomery Angels All Stars Softball team that is heading to the World Series. The team came forward, introduced themselves, took pictures and their coach thanked the Commission for their support.

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 July 10, 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 8, are attached to these Minutes.)

NEW BUSINESS

SHERIFF'S OFFICE – APPROVED PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF AUBURN FOR LAW ENFORCEMENT SERVICES AT MAJOR SPORTING EVENTS AND/OR SPECIAL EVENTS

Commissioner Harris made a motion to approve Professional Services Agreement with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Letters and Contract, Agenda Pages 1-1 through 1-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FIRST AMENDMENT TO PROJECT AGREEMENT WITH THE CITY OF MONTGOMERY AND CNJ USA, LLC

Commissioner Singleton made a motion to approve the First Amendment to Project Agreement with the City of Montgomery and CNJ USA, LLC. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, and Agreement, Agenda Pages 2-1 through 2-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PURCHASE AND SALE AGREEMENT WITH SOUTH MONTGOMERY COUNTY ACADEMY AND/OR SOUTH MONTGOMERY COUNTY PRIVATE SCHOOL FOUNDATION AND/OR SOUTH MONTGOMERY ACADEMY REGARDING CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 18.5 ACRES LOCATED IN THE GRADY COMMUNITY

Commissioner Sankey made comments of concerns in reference to the purchase of the school and adjoining property of south Montgomery. He said he had conversations with neighbors in the neighborhood where the school is located and they seemed to think the school was closed because of mishandling of funds by the Board. Commissioner Sankey asked if the Commission would be subject to litigation if they purchased the school and property. Commissioner Singleton assured Commissioner Sankey everything was free and clear for the purchase of the property. He said the school closed because students' enrollment had declined. He said there was only 84 students enrolled at the end of the school year.

Commissioner Harris made a motion to approve Purchase and Sale Agreement with South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy regarding Certain Real Property containing approximately 18.5 Acres Located in the Grady Community. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained from the vote, and the motion carried. (Copies of Memoranda, Purchase Sale Agreement and Attorney Gallion's Opinion, Agenda Pages 3-1 through 3-15, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED SCOPE OF WORK DOWNTOWN ENVIRONMENTAL ALLIANCE (DEA) AUTHORIZATION 3 FROM CH2M HILL ENGINEERS, INC., REGARDING FINAL ENVIRONMENTAL INVESTIGATION REPORT AND DRAFT RISK ASSESSMENT/ALTERNATIVES ANALYSIS REPORT FOR THE MONTGOMERY DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT (DEAP) AND PAYMENT OF RELATED INVOICE IN THE AMOUNT OF \$19,653.26

Commissioner Singleton made a motion to approve the Scope of Work Downtown Environmental Alliance (DEA) authorization 3 from Ch2m Hill Engineers, Inc., regarding Final Environmental Investigation Report and Draft Risk Assessment/Alternatives Analysis Report for The Montgomery Downtown Environmental Assessment Project (DEAP) and payment of related invoice in the amount of \$19,653.26. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, and

Agreement, Agenda Pages 4-1 through 4-10, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED TO ADD THE TELADOC PROGRAM TO THE HMP PLAN, EFFECTIVE OCTOBER 1, 2017

Vice Chairman Walker made a motion to approve to add the Teladoc Program to the HMP Plan, Effective October 1, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 5-1, is attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2016 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S) AND RELATED RESOLUTION

Commissioner Harris made a motion to approve the Insolvents, Errors and Taxes in Litigation for 2016 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Insolvents and Tax Sheet and Resolution, Agenda Pages 6-1 through 6-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO MOVE A COMMISSION MEETING IN SEPTEMBER FROM SEPTEMBER 18, 2017 TO SEPTEMBER 25, 2017 AND TO MOVE THE COMMISSION MEETINGS IN OCTOBER FROM OCTOBER 2, 2017 TO OCTOBER 10, 2017 AND FROM OCTOBER 16, 2017 TO OCTOBER 23, 2017

Commissioner Singleton made a motion to approve to Move a Commission Meeting in September from September 18, 2017 to September 25, 2017 and to Move the Commission Meetings in October from October 2, 2017 to October 10, 2017 and from October 16, 2017 to October 23, 2017. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION – WITHDREW RESOLUTION TO MOVE THE SECOND COUNTY COMMISSION MEETING IN SEPTEMBER TO WEEPING WILLOW BAPTIST CHURCH, 2925 FORBES DRIVE

Commissioner Sankey made a motion to withdraw the Resolution to Move the Second County Commission Meeting in September to Weeping Willow Baptist Church, 2925 Forbes Drive. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 8-1 and 8-2, 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 July 24, 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 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2017-78: East Montgomery Baseball and Softball, Inc., for Travel Costs to the Softball World Series - \$1,000; (Walker)

C-2017-79: Suburban West Dixie Youth Baseball League, for Baseball Programs - \$2,000; (Dean)

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

BOE-2017-26: BOE, Southlawn Middle School, for Football Program - \$4,000; (Dean)

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 9-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED TO PURSUE THE MID-SOUTH RESOURCE CONSERVATION & DEVELOPMENT COUNCIL GRANT FOR THE YOUTH SUMMER LEARNING, EDUCATION AND CONSERVATION CLASSES

Commissioner Harris made a motion to approve to Pursue the Mid-South Resource Conservation & Development Council Grant for the Youth Summer Learning, Education and Conservation Classes. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 10-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED BID AWARD TO PRO MOVERS AND STORAGE FOR DELIVERY OF ELECTION EQUIPMENT, BID NUMBER 51910-17B-017

Commissioner Harris made a motion to approve the Bid Award to Pro Movers and Storage for delivery of election equipment, Bid Number 51910-17B-017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, and Bid, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 10

Commissioner Singleton made a motion to approve Budget Change Request Number 10, Engineering Department. The motion was seconded by Commissioner Harris and unanimously

approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Risk Management. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Sankey made a motion to approve Budget Change Request Number 2, Youth Facility. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Budget Change Request, Letter and email, Agenda Pages 14-1 through 14-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED REALLOCATION OF SWITCHBOARD OPERATOR TO ADMINISTRATIVE SUPPORT ASSOCIATE AND RELATED POSITION FILL REQUEST

Commissioner Singleton made a motion to approve Reallocation of Switchboard Operator to Administrative Support Associate and Related Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Budget Change Request and Memorandum, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

BOARD OF REGISTRARS – APPROVED POSITION FILL REQUEST (1)

1. Administrative Support Associate, Position Number 290013006

Vice Chairman Walker 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 16-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer Corporal, Position Number 500425133
2. Corrections Officer Trainee, Position Number 500419017

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 17-1 and 17-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (4)

1. Public Safety Comm Dispatcher (Part-Time), Position Number 550483100

2. Public Safety Comm Dispatcher (Part-Time), Position Number 550483101
3. Public Safety Comm Dispatcher (Part-Time), Position Number 550483102
4. Public Safety Comm Dispatcher (Part-Time), Position Number 550483103

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 18-1 through 18-4, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (10)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|---------------------------------------|
| 1. Detention Facility | Request Numbers 11 and 12 |
| 2. Risk Management | Request Number 15 |
| 3. Engineering Department | Request Number 8 |
| 4. Appraisal Department | Request Number 26 |
| 5. Sheriff's Office | Request Numbers 72, 73, 74, 75 and 76 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 19-1 through 19-10, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 56 TO THE U.S. MARTIAL ARTS TEAM IN THE AMOUNT OF \$7,500, FOR NATIONAL TOURNAMENT

Commissioner Harris made a motion to approve Budget Change Request Number 56 to the U.S. Martial Arts Team in the amount of \$7,500, for National Tournament. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 57 TO EAST MONTGOMERY BASEBALL AND SOFTBALL INC., IN THE AMOUNT OF \$2,000, FOR TRAVEL COST TO THE SOFTBALL WORLD SERIES

Vice Chairman Walker made a motion to approve Budget Change Request Number 57 to East Montgomery Baseball and Softball Inc. in the amount of \$2,000, for travel cost to the Softball World Series. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT FOR RESURFACING PIKE ROAD FROM WALLAHATCHIE ROAD TO US 80, PROJECT NO. STPAA-5115(252), MCP 51-77-16, CPMS REF. #100057526 AND RELATED RESOLUTION

Commissioner Singleton made a motion to approve Agreement for Resurfacing Pike Road from Wallahatchie Road to US 80, Project No. STPAA-5115(252), MCP 51-77-16, CPMS Ref. #100057526 and Related Resolution. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 22-1 through 22-8, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Grant Writer Regina Walker said good morning and invited the Commissioners to Camp Show and Tell that will be held Monday, July 31, 2017 through August 4, 2017. She especially invited them to the cookout on Thursday, August 3, 2017 from 5:00-7:00 p.m.

Mr. Gary Burton, Pastor of Pintlala Baptist Church, said good morning to the Commissioners and said he was coming before the Commission on behalf of the Montgomery City-County Public Library regarding renovations to the downtown library. He said he would like for the Commission to revisit funding part of the renovation and thanked the Commission for all their support.

Montgomery County Extension Coordinator Jimmy Smitherman said good morning and invited everyone to an Open House on Wednesday, July 26, 2017 from 1:00-3:00 p.m. at the Montgomery County Extension Office, located at 5340 Atlanta Highway in the Eastmont Shopping Plaza.

Commissioner Singleton said good morning to everyone and thanked Vice Chairman Walker for inviting the girl's softball team to the meeting. He said that he was going to watch the girls play at one of their games. Commissioner Singleton said there are three things a good team must have: good players, a good coach and good parents. He said the East Montgomery Girls Softball Team has all three. He again thanked everyone for attending the meeting.

Commissioner Sankey said good morning and asked his guest from the audience to stand and introduce herself. Karen Cramer introduced herself and said she was affiliated with the Mercy House which partners with Common Ground Montgomery. She thanked the Commission for allowing her to speak.

Vice Chairman Walker thanked her colleagues for supporting the girls softball team. She said she has a great passion to encourage girls.

Chairman Dean thanked everyone for attending the meeting. He made comments referencing Budget Hearings and thanked the department heads and managers for their dedication and hard work.

Commissioner Harris said good morning and said he had the opportunity to attend the Town Hall meeting that was held at the Old Bellingrath Community Center on Thursday, July 20, 2017. Commissioner Harris said it was a great meeting with community leaders and representatives from the Mayor's Office, the Sheriff's Office and the Police Department. He said the meeting was very informative on the subject of youth violence throughout the City and County. Commissioner Harris said the Commission needs to support these types of meetings.

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County Commission on July 24, 2017, at 10:14 a.m. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

JUL 24 2017

7-24-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-30-17

Check Number	To	Check Number
269698		269772
Total Checks Paid		\$220,472.54

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-30-17

Check Number	To	Check Number
269773		269853
Total Checks Paid		\$217,663.04

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-7-17

Check Number	To	Check Number
269854		269923
Total Checks Paid		\$415,772.03

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-14-17

Check Number	To	Check Number
269924		269996
Total Checks Paid		\$365,256.34

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-14-17

Check Number	To	Check Number
269997		270019
Total Checks Paid		\$149,436.74

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 7-14-17

Check Number	To	Check Number
270020		270121
Total Checks Paid		\$372,685.09

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
7/7/17

Payroll Check Number	128222	To	Payroll Check Number	128300	\$	55,642.13
Direct Deposits					\$	879,856.48
Payroll Check Number	128301	To	Payroll Check Number	128322	\$	254,182.07
Direct Deposits					\$	401,919.99
Federal Deposits					\$	337,834.76
Total Payroll Paid					\$	1,929,435.43

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

MONTGOMERY COUNTY COMMISSION

JUL 24 2017THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAIDCHECKS ARE DATED
7/21/17

Payroll Check Number	128323	To	Payroll Check Number	128398	\$	55,404.15
Direct Deposits					\$	910,656.36
Payroll Check Number	128399	To	Payroll Check Number	128420	\$	291,388.83
Direct Deposits					\$	402,910.82
Federal Deposits					\$	358,184.66
Total Payroll Paid					\$	2,018,544.82

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JUL 24 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

June 27, 2017

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Auburn Police
Assistance with Football Games

D.C. by JMM

I am requesting that the County Commission approve the attached matter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games.

If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encls.

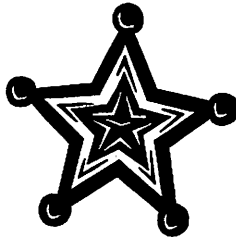
cc: Ms. Florence Cauthen
Deputy County Administrator

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



XYZ Police/Sheriff's Department
111 Law Enforcement Drive
Anytown, AL

June 22, 2017

Chief Paul Register
Auburn Police Division
161 North Ross Street
Auburn, AL 36830

Dear Chief Register:

Pursuant to the Code of Alabama 36-21-49, the XYZ Police/Sheriff's Department agrees to enter into a Mutual Aid Agreement with the Auburn Department of Public Safety to provide law enforcement assistance to the Auburn Police Division upon their request. The XYZ Police/Sheriff's Department further agrees to place its officers under the command and supervision of the Auburn Chief of Police or any of his designated officers whenever such assistance is provided.

Sincerely,

John Doe
XYZ Police/Sheriffs Department



City of Auburn
Home of Auburn University

June 22, 2017

Dear Chief/Sheriff:

I would like to thank you for your assistance during the 2016 football season. The feedback regarding law enforcement's performance was overwhelmingly positive.

We appreciate your continued support. Please find enclosed a City of Auburn Professional Services Contract for your review and signature. *Please ensure your city/county Federal Tax Identification Number is correctly listed.* No W-9 will be required from your department since we have that currently on file. The contract must be returned to Auburn Public Safety for processing. Please mail you documents to Auburn Public Safety, Attn: Sally Mixon, 161 North Ross Street, Auburn, AL 36830. Upon final approval, a copy will be provided for you upon request.

To ensure the assistance provided by your agency is under a Mutual Aid Agreement, a current, written agreement must also be submitted along with the completed and signed forms. A sample copy is provided. The Mutual Aid Agreement will further ensure your officers will be covered under the associated workmen's compensation policy.

We ask you provide your agency contact: name, phone number, and email address in charge of work assignments and/or time reporting for this detail. Please include the number of officers you will guarantee to work each home game (refer to enclosed football schedule).

Your assistance in submitting this information as soon as possible is greatly appreciated. If you have any questions or need additional information, please contact Sally Mixon at 334-501-7344. Thank you again for all you do and I look forward to another great season of working together.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Register", is written over a horizontal line.

Paul Register
Chief of Police

rrd

161 North Ross Street • Auburn, Alabama 36830
(334) 501-3110 • FAX (334) 501-7286 • www.auburnalabama.org

**Auburn Game Day Law Enforcement Corporation
Professional Services Contract**

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2017, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and Montgomery County Commission and Sheriff's Office (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. The City and the Company have entered into a Professional Services Contract whereby the Company agrees to assist the City in providing personnel from assisting agencies.
4. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events.
5. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
6. The Assisting Agency shall provide the above services during the time period from August 1, 2017 to July 31, 2018.
7. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium - \$30.00; Traffic - \$35.00; Supervisor - \$38.00.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency **will not** be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2017.

ASSISTING AGENCY

_____ Signature	_____ Elton N. Dean, Sr., Chairman Name
_____ Montgomery County Commission Agency Name	_____ 101 S. Lawrence Street Address
_____ Tax I.D. Number	_____ Montgomery, AL 36104 City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2017.

ATTEST:

Mayor

Interim City Manager

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

JUL 24 2017

July 20, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: First Amendment to Project Agreement with CNJ USA, LLC

At the County Commission meeting on July 10, 2017, Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce requested that the First Amendment to Project Agreement with the City of Montgomery and CNJ USA, LLC be approved.

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

/tn

Attachment

FIRST AMENDMENT

TO

PROJECT AGREEMENT

BY AND AMONG

CITY OF MONTGOMERY,

MONTGOMERY COUNTY, ALABAMA,

AND

CNJ USA, LLC

FIRST AMENDMENT TO PROJECT AGREEMENT

This amendment is between the CITY OF MONTGOMERY, a body corporate and politic of the State of Alabama (the "**City**"), MONTGOMERY COUNTY, ALABAMA, a body corporate and political subdivision of the State of Alabama (the "**County**"; collectively with the City, the "**Local Governments**"), and CNJ USA, LLC, an Alabama limited liability company ("**CNJ**"), and is effective as of June 1, 2017.

CNJ and the Local Governments entered into that certain Project Agreement dated August 8, 2017 which set forth various development incentives and corresponding milestones for CNJ to develop property located in Montgomery, Alabama.

By letter dated June 16, 2017, CNJ has requested an extension of the deadline to Commence Construction under the Project Agreement, and the Local Governments are willing to extend the deadline from June 1, 2017 to January 31, 2018 upon execution and approval of this amendment.

The parties therefore hereby agree as follows:

1. **Extension of Milestone to Commence Construction.** The Milestone to Commence Construction set forth in Section 1.1(1) of the Project Agreement is hereby amended to provide that CNJ shall Commence Construction no later than January 31, 2018, and the Local Governments waive any default arising under the Project Agreement as a result of CNJ failing to Commence Construction prior to January 31, 2018. The Milestone to Commence Commercial Operation set forth in Section 1.1(2) of the Project Agreement shall remain as stated in the original Project Agreement.

2. **Additional Extensions at Local Governments' Joint Discretion.** Any additional request for an extension by CNJ of a Milestone or other deadline must be made by written notice delivered to each of the Local Governments at least 30 days prior to the date of such deadline. Untimely requests for extensions shall not be considered. No extension shall be valid unless both the City and County consent to such extension request in writing, and each of the City and County may approve or disapprove of such extension request at their sole discretion.

3. **Ratification of Project Agreement.** The parties hereby ratify and confirm the Project Agreement, as amended hereby, and acknowledge that all other provisions of the Project Agreement, as amended, shall remain in full force and effect. All capitalized terms which are not defined in this amendment shall have the meanings given them in the Project Agreement, as amended.

4. **Miscellaneous.** (a) The effectiveness of this amendment shall be subject to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of

the Montgomery County Commission for the County, at their option, execute and deliver this amendment prior to such authorization but that the obligations, liabilities, agreements, and statements of the City and County shall not be binding and enforceable unless and until this amendment is approved by their respective governing bodies as set forth above.

(b) Whenever the consent of the Local Governments is required under the Project Agreement, as amended, the granting of such consent by the Local Governments in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of each Local Government.

(c) This amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement between the parties, and it shall not be necessary in making proof of this amendment to produce or account for more than one such counterpart.

(d) The governing law of this amendment shall be the law of the State of Alabama without regard to its conflicts of laws principles.

(e) In case any one or more of the provisions contained in this amendment should be ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such ruling.

[EXECUTION AND NOTARY ACKNOWLEDGMENTS APPEAR ON NEXT FOLLOWING PAGES]

WHEREFORE, the Parties hereto have executed this amendment as of the date their signature was properly notarized.

CITY OF MONTGOMERY

By: _____
Honorable Todd Strange,
Its Mayor

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared **Todd Strange**, in his capacity as Mayor of the **CITY OF MONTGOMERY**, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2017.

Notary Public

My Commission expires: _____

MONTGOMERY COUNTY, ALABAMA

By: **Montgomery County Commission**

By: _____
Honorable Elton Dean,
Its Chairman

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared **Elton Dean**, as Chairman of the Montgomery County Commission, in its capacity as the governing body of **MONTGOMERY COUNTY, ALABAMA**, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission, acting in his capacity as Chairman thereof on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2017.

Notary Public

My Commission expires: _____

CNJ USA, LLC

By: _____

Name: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, in his capacity as _____ of **CNJ USA, LLC**, an Alabama limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such _____ and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2017.

Notary Public

My Commission expires: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

JUL 24 2017

July 20, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DL^m*
County Administrator

SUBJECT: Purchase and Sale Agreement regarding South Montgomery County Academy

At the County Commission meeting on July 10, 2017, Commissioner Singleton requested that the attached Purchase and Sale Agreement with South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy regarding Certain Real Property containing approximately 18.5 Acres Located in the Grady Community be approved.

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

/tn

Attachment

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 South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy (hereinafter referred to as "Seller"), and Montgomery County Commission (hereinafter collectively 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:

South Montgomery County Academy	2907250000005.000	+/-1.9 ac
South Montgomery County Private School Foundation	2907250000002.000	+/-2.6 ac
South Montgomery Academy	2809300000005.000	+/-14 ac

containing approximately 18.5 acres lying and being situated in Montgomery County, Alabama, as more particularly designated on the Tax Parcel Map as Exhibit "B" 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 description as stated in the new Survey.

2. **PURCHASE PRICE.** The Purchase Price of the Property (the "Purchase Price") shall be One Hundred Twenty Thousand and No/100 (\$120,000.00). 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 latter of the date that Seller provides Buyer a new survey of the Property and/or proof in writing by virtue of a recorded deed conveying the reversionary interest of Grady Community Center to South Montgomery Academy to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof (the "Inspection Period"). (See Exhibit "A" attached.) 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. SURVEY. Seller shall have fourteen (14) days from the Effective Date to furnish Buyer with a new survey of the Property. Seller shall engage Survey South for said Survey.

7. ABSTRACT OF TITLE. Seller agrees at its cost to furnish the Buyer within fourteen (14) 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.

8. 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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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:

South Montgomery County Academy
South Montgomery County Private School Foundation
South Montgomery Academy
147 & 107 Old School House Road
Grady, Alabama 36036

**With Copy To (Which Does Not
Constitute Notice):**

Buyer:

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

**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.

14. **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.

15. **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, reversionary interest 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.

16. AGENCY DISCLOSURE AND BROKERS. N/A.

17. FEE. There will be no real estate fee paid by either party in regard to this transaction.

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 Paragraph shall survive the Closing.

18. **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.

19. **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.

20. **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 South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy.

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

SELLER:

South Montgomery County Academy

WITNESS:

By: _____

As:

Date: July __, 2017

South Montgomery County Private School
Foundation

WITNESS:

By: _____

As:

Date: July ____, 2017

South Montgomery Academy

WITNESS:

By: _____

As:

Date: July ____, 2017

BUYER:

Montgomery County Commission

WITNESS:

By: _____

Elton N. Dean, Sr.

As: Chairman

Date: July ____, 2017

DRAFT

EXHIBIT A

Parcel One:

A parcel or lot of land beginning 110 yards West from the SE corner of the NE ¼ of the NE ¼ of Section 25, Township 12, Range 18, thence North 158.4 yards; thence East 244.5 yards; thence South 158.4 yards, thence West 244.5 yards to the point of beginning, lying and being in Montgomery County, Alabama, and containing 8 acres.

Parcel Two:

A parcel of land lying in the SE ¼ of the NE ¼ of Section 25, Township 12 North, Range 18 East, and the SW ¼ of the NW ¼ of Section 30, Township 12 North, Range 19 East, Montgomery County, Alabama, being more particularly described as follows: Commencing at the northeast corner of the SW ¼ of the NW ¼ of said Section 30; thence South 89°36'11" West 871.46 feet to the point of beginning; thence South 00°28'14" East 328.12 feet; thence South 89°09'14" West 663.79 feet; thence North 00°28'14" West 328.12 feet; thence North 89°09'14" East 663.79 feet to the point of beginning, containing 5.0 acres, more or less.

Parcel Three:

Beginning at an iron pin located South, 655.5 feet, and East, 80.0 feet from the NW corner of Section 30, T12N, R19E, Montgomery County, Alabama; thence South 210.0 feet to an iron pin; thence South 89°13' West, 387.2 feet to an iron pin on the East R.O.W. of the School House Road, a paved County Road, thence North 0°46' East, along said R.O.W. for a distance of 210.0 feet to an iron pin; thence North 89°10' East, 384.3 feet to the point of beginning. The above described parcel of land lies in the NW ¼ of the NW ¼ of Section 30, T12N, R19E, and the NE ¼ of the NE ¼ of Section 25, T12N, R18E, both in Montgomery County, Alabama and contains 1.86 acres, more or less, according to the survey of O. Guthrie Jeffcoat, Jr., P.E. and L.S. Ala. Reg. No. 9587, dated July 25, 1985.

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
RLPY 04788 PG 0813-0822 2015 Nov 23
01:42PM
STEVEN L. REED
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$25.00
CERT	\$1.00
MORTGAGE TAX	\$342.88
CHECK TOTAL	\$373.88
253280	

Clerk: #101 01:42PM

Page 10

initials



MONTGOMERY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 29 07 25 0 000 005.000
OWNER: SOUTH MONTGOMERY COUNTY ACADEMY
ADDRESS: 107 OLD SCHOOL HOUSE RD GRADY AL 36036-0000
LOCATION: 107 OLD SCHOOL HOUSE ROAD GRADY AL 36036

<< Prev Next >> [1 / 6 Records] Processing...

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY

[111-D-]	Baths: 1.0	H/C Sqft: 0
SNCO	Bed Rooms: 0	Land Sch: ST/A/2
Land: 25,800	Imp: 37,600	Total: 63,400
Acres: 0.000	Sales Info: 12/01/2004	\$52,000

Tax Year : 2017 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

☐ Report ☐ ☐ Measure ☐ Aerials

Recent ☒ Previous ☐**Nbhd Sales**

Show Sales.

Clear Sales

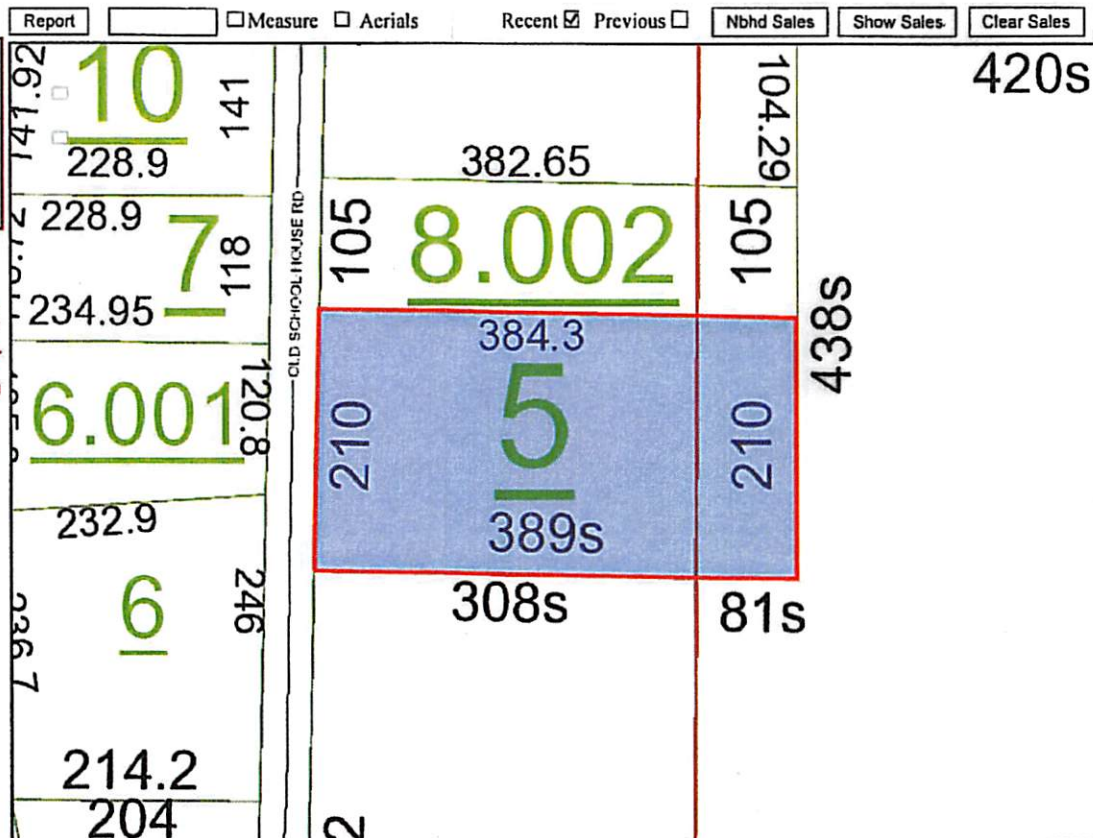
- QUICK LINKS -

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

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Janet Buskey
Revenue Commissioner

Montgomery County
P.O. Box 1667
Montgomery, AL 36102-
1667
(334) 832-1250



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EXHIBIT "B" (2)



MONTGOMERY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- [Search](#)
- [Pay Tax](#)
- [Assessment](#)
- [Forms](#)

PARCEL #: 29 07 25 0 000 002.000
 OWNER: SOUTH MONTGOMERY COUNTY PRIVATE SCHOOL FOUNDATION
 ADDRESS: GRADY AL 36036-0000
 LOCATION: 147 OLD SCHOOL HOUSE ROAD GRADY AL 36036

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY
 Baths: 0.0 H/C Sqft: 0
 Bed Rooms: 0 Land Sch: AM
 Imp: 0 Total: 20,800
 Sales Info: \$0
 Tax Year: 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

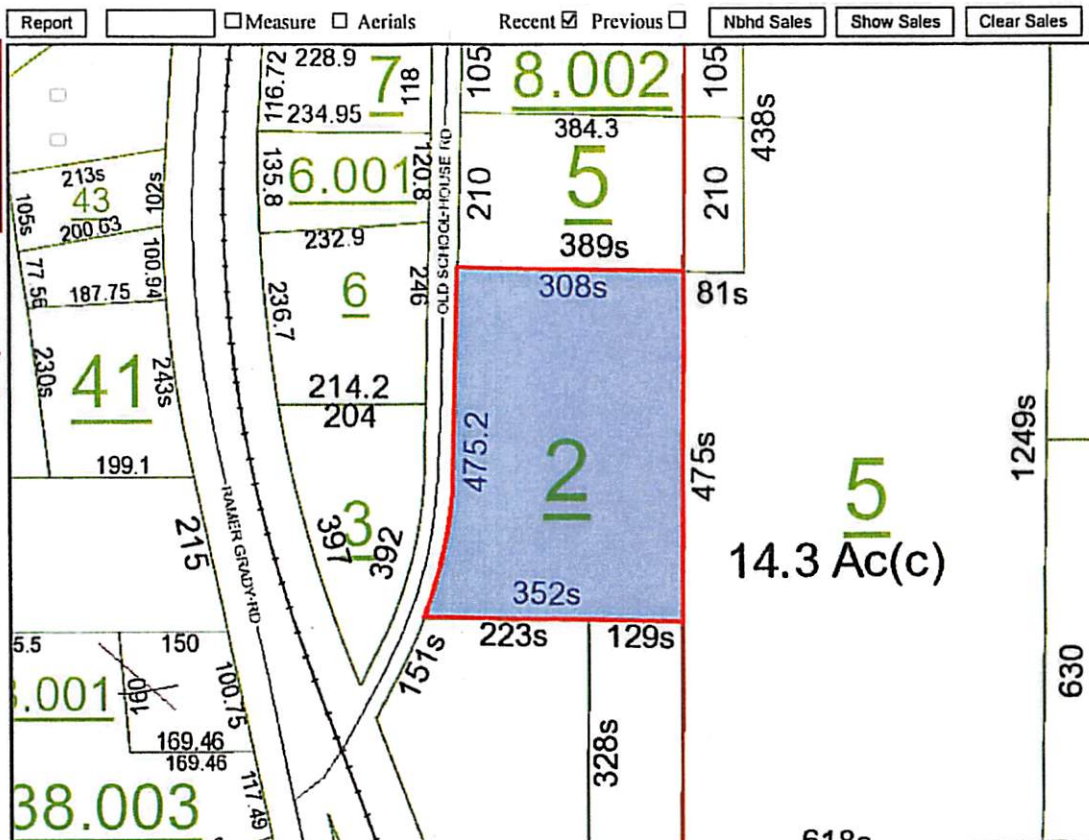
QUICK LINKS

- [Property Tax](#)
- [Assessment](#)
- [Collection](#)
- [Millage Rate](#)
- [Contact Us](#)
- [County Site](#)
- ** News **

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Janet Buskey
 Revenue Commissioner

Montgomery County
 P.O. Box 1667
 Montgomery, AL 36102-1667
 (334) 832-1250



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EXHIBIT "B" (3)



MONTGOMERY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 28 09 30 0 000 005.000
OWNER: SOUTH MONTGOMERY ACADEMY
ADDRESS: PO BOX 10 GRADY AL 36036-0000
LOCATION: 147 OLD SCHOOLHOUSE RD GRADY AL 36036

<< Prev Next >> [1 / 1 Records] Processing...

<u>WELCOME</u>	<u>PROPERTY TAX</u>	<u>ROE</u>	<u>PERSONAL PROPERTY</u>
[610-D0]	Baths: 8.5		H/C Sqft: 0
683	Bed Rooms: 0		Land Sch: AM
Land: 114,400	Imp: 734,300		Total: 848,700
Acres: 0.000	Sales Info: \$0		

Tax Year : 2017 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

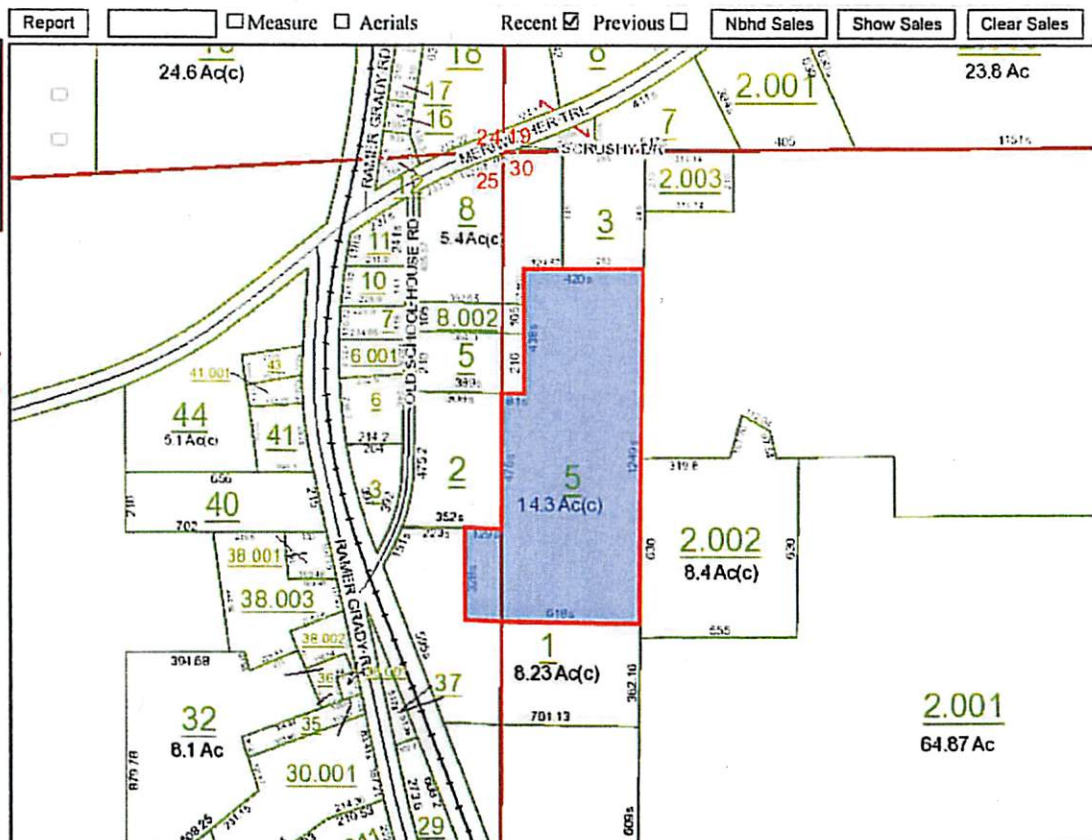
- **Property Tax**
- **Assessment**
- **Collection**
- **Millage Rate**
- **Contact Us**
- **County Site**

• • News • •

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Janet Buskey
Revenue Commissioner

Montgomery County
P. O. Box 1667
Montgomery, AL 36102-
1667
(334) 832-1250



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Website Disclaimer

Tammy Nix

From: Kim Ryals <k.ryals@frankthomasllc.com>
Sent: Thursday, July 06, 2017 11:03 AM
To: Donald Mims
Cc: Frank Thomas
Subject: Montgomery County Commission/South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy Purchase and Sale Agreement
Attachments: SKMBT_C25217070611080.pdf

Good Morning Mr. Mims,

Attached is a draft of the above referenced document for your review.

Thank you.

Kim Ryals
Frank Thomas and Associates, LLC
2855 Zelda Road
Montgomery, Alabama 36106
334.271.1236

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

DANIEL HARRIS, JR.
ISMAH 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.MONTGOMERYALABAMA.GOV

July 6, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLW*
County Administrator

SUBJECT: Opinion regarding Purchase and Sale Agreement for Property in the Grady Community

Attached is a Purchase and Sale Agreement with South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy regarding certain real property containing approximately 18.5 acres located in the Grady Community.

Please review this Agreement and advise by 12:00 Noon, Friday, July 7, 2017, as to whether it is acceptable.

As always, thank you for your assistance.

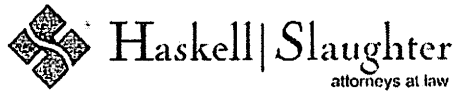
/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

3-14



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

TTG

July 7, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Purchase and Sale Agreement for Property in the Grady Community

I have reviewed your memorandum of July 6, 2017, regarding a Purchase and Sale Agreement with South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy regarding certain real property containing approximately 18.5 acres located in the Grady Community. I have reviewed the Purchase and Sale Agreement

It is my opinion the Agreement is legal and acceptable as is and will be binding on all parties if executed.

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

AGENDA

JUL 24 2017

July 5, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Invoice from CH2M Hill – Downtown Environmental Alliance (DEA)

CH2M Hill was approved by the Alliance to facilitate a public-private partnership to address the Downtown Environmental project. CH2M Hill has provided expert technical advice, as well as additional testing to pinpoint the scope of future remediation efforts coordinated with ADEM. Last year, the County Commission agreed to share a proportional cost of 14.4%. The attached proposal in the amount of \$136,481 will cost the County approximately \$19,653 if approved for CH2M's continued efforts of drafting a report

- Finalize the Environmental Investigative Report, which was submitted to ADEM on May 1, 2017 for review and comment
- Prepare the draft Risk Assessment / Alternative Analysis report for DEA review and submission to ADEM for review and comment
- Continued Meeting Facilitation and Coordination Support for the DEA project
- Continued Community Involvement Support for the DEA project

I request approval of payment to the City of Montgomery for these proposed efforts of CH2M.

Scope of Work
DEA Authorization 3
Final Environmental Investigation Report and Draft Risk
Assessment/Alternatives Analysis Report for the Downtown Environmental
Assessment Project

June 22, 2017

This document presents CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide continuing environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP). This SOW is consistent with the *Settlement Agreement for Site Response* (ADEM/DEA, 2015) between the Alabama Department of Environmental Management (ADEM) and the DEA, which will be referred to hereinafter as the "Settlement Agreement".

This SOW provides the planning-level costs associated with the following work elements for the DEAP:

- Finalize the Environmental Investigation (EI) Report, which was submitted to ADEM on May 1, 2017 for review and comment
- Prepare the Draft Risk Assessment/Alternative Analysis (RA/AA) Report for DEA review and submission to ADEM for review and comment
- Continued Meeting Facilitation and Coordination Support for the DEAP
- Continued Community Involvement Support for the DEAP

These activities are described in more detail in the subsections below.

Task 1: Finalize EI Report

On May 1, 2017, the DEA submitted the EI Report to ADEM for their review and comment. CH2M anticipates that ADEM will submit written comments regarding the EI report about 90 days after their receipt of the report (by approximately August 1, 2017). Once these ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments and a detailed, formal response to each comment, which propose revisions to the EI report to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee, the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for their review. CH2M anticipates submitting the RTC document for ADEM review approximately 60 days after receipt of ADEM written comments.

Once ADEM approves the RTC document (anticipated 30-day review period), CH2M will revise the EI report based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised EI Report (with revisions in tracking mode) and a clean version of the EI Report, and will submit it to the DEA Technical Committee for review and comment. Once the revised EI report is approved by the DEA Technical Committee, the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised EI Report (estimated three hard copies and one CD copy) to

PR0622171310MGM

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ADEM for their review and concurrence. CH2M anticipates submitting the revised EI Report for ADEM review approximately 60 days after ADEM approval of the RTC document.

CH2M anticipates that junior or mid-level hydrogeologists/ engineers will prepare the RTC document and the revised EI Report, then senior hydrogeologists or engineers will review and provide quality control for the document. CH2M also anticipates that a mid-level human health risk assessor will assist in preparing the RTC document and the revised EI Report, then a senior human health risk assessor will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. project chemist, GIS/graphics technician, editor, and production staff) will also be needed to complete this subtask.

It should be noted that CH2M assumes that no additional field activities will be performed as part of this task. If the ADEM comments require additional field activities to complete the EI report, those field activities will be covered under a separate authorization.

Task 2: Prepare Draft RA/AA Report

Once ADEM issues their formal approval of the revised EI Report, CH2M will prepare the Draft RA/AA Report. This document will include a continuation of the human health risk assessment that was discussed in the EI Report, and a detailed analysis of possible remedial alternatives, and comparison of alternatives. The RA/AA will be prepared similar to the *Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA* (EPA, 1988) and Alabama Environmental Investigation and Remediation Guidance (ADEM 2017). The contents for the Draft RA/AA Report will include the following items:

- Preparation of a conceptual exposure model (CEM) for the site
- Comparison of detected soil vapor concentrations to the most recent vapor intrusion screening levels (VISLs) for the applicable building use
- For soil gas samples exceeding VISLs, calculation of indoor air concentrations and risk estimates using USEPA's VISL Calculator
- Comparison of detected groundwater concentrations to the most recent tap water RSLs
- For groundwater samples exceeding tap water RSLs, calculation of risk estimates if complete exposure pathways are possible currently or in the future (based on the conceptual exposure model).
- Description of the possible remedial alternatives considered for the DEAP.
- Description of the evaluation criteria used to compare the possible remedial alternatives
- Comparison of each possible remedial alternative against each criterion
- Selection of the preferred remedial alternative for the DEAP

The Draft RA/AA Report also will include supportive documentation, including risk calculation tables, figures, and appendices to support the report text. CH2M anticipates that a junior or mid-level hydrogeologist/ engineer will prepare the Draft RA/AA Report, then one or more senior hydrogeologist or engineer will review and provide quality control for the document. CH2M also anticipates that a mid-level human health risk assessor will assist in preparing the Draft RA/AA Report, then a senior human health risk assessor will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. project chemist, GIS/graphics technician, editor, and production staff) will also be needed to complete this report.

An electronic version of the Draft RA/AA Report will be provided to the DEA Technical Committee for review and comment, approximately 60 days after ADEM approval of the EI report is received. Once the DEA Technical Committee review comments have been addressed, the revised document will be submitted to the DEA Executive Committee for review and comment. Once the document obtains DEA Executive Committee approval, the Draft EI Report will be submitted to ADEM (estimated three hard copies and one CD copy) approximately 120 after ADEM approval of the EI Report, as required by the Settlement Agreement.

Task 3: Continued Meeting Facilitation and Coordination Support

This task includes providing continued meeting facilitation support for the afore-mentioned reporting activities for the DEAP. Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project (from approximately July 2017 to June 2018):

- Four meetings/conference calls (approximately 2 hours each) with the DEA Technical Committee to discuss the following:
 - The ADEM comments to the EI Report and subsequent RTC document
 - The revised EI Report (redline and clean versions) prior to DEA Executive Committee submittal
 - The Draft RR/AA Report content and organization prior to writing the report
 - Comments to the Draft RR/AA Report once it is written
- Three conference calls (approximately 1 hour each) with the DEA Executive Committee to discuss the following:
 - The RTC document prior to ADEM submittal
 - The revised EI Report prior to ADEM submittal
 - The Draft RA/AA Report prior to ADEM submittal
- Two meetings (approximately 2 hours each) with ADEM to discuss the following:
 - The ADEM comments to the EI report and the proposed DEA RTCs
 - The Draft RR/AA Report content and organization

CH2M also anticipates about 2 hours to prepare information for each meeting. CH2M assumes that up to four representatives from CH2M will attend meetings (either in person or via telephone; no out-of-town travel costs included). In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussion and action items for each.

This task includes costs associated with the financial management of the project. CH2M assumes about 1 hour per month for the project manager and project accountant will be required for the financial management of the project.

Task 4: Continued Community Involvement Support

This task includes providing continued community involvement support for the afore-mentioned reporting activities for the DEAP. Specifically, CH2M will prepare for and attend (up to two representatives from CH2M) two Community Outreach Group (COG) meetings to:

- 1) Discuss the ADEM comments to the EI report and the DEA's proposed RTCs, and
- 2) Present a summary and conclusions of the RA/AA Report prior to submission to ADEM.

This budget includes labor for a CH2M public relations representative to assist ACCES LLC with the coordination of the COG, prepare meeting materials, and update the project website with current information about the progress of the project.

CH2M anticipates that each COG meeting will be up to 4 hours in duration. CH2M also assumes that two local representatives from CH2M will attend meetings. In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the COG meetings to summarize the discussion and action items for each meeting.

Project Cost Estimate

Table 1 lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials basis.

Task	Labor Cost	Expenses*	Total
1 Finalize EI Report	\$29,938	\$359	\$30,297
2 Draft RA/AA Report	\$60,858	\$673	\$61,531
3 Continued Meeting Support	\$23,908	\$226	\$24,134
4 Continued Community Involvement	\$19,984	\$535	\$20,519
Totals	\$134,688	\$1,793	\$136,481

Note:

Expenses represent costs associated with meeting supplies, report production, and postage and shipping.

The work described herein will be conducted on a time-and-materials basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with the Agreement and will be based on salary costs plus 115 percent of salary costs plus direct expenses. A 5 percent markup will be placed on any subcontractor or outside service.

Schedule

If authorization is received on or before July 14, 2017 and ADEM written comments for the EI Report are received on or before August 1, 2017, CH2M assumes the following schedule for the deliverables described in this SOW:

- **RTC Document for the ADEM Comments for the EI Report:**
 - DEA Technical Committee Review – approximately September 1, 2017
 - DEA Executive Committee Review – approximately September 15, 2017
 - ADEM Review - approximately October 1, 2017
 - ADEM approval of the RTCs – approximately November 1, 2017
- **Revised EI Report:**
 - DEA Technical Committee Review – approximately December 1, 2017
 - DEA Executive Committee Review – approximately December 15, 2017
 - ADEM Review - approximately December 31, 2017
 - ADEM approval of the EI Report – approximately February 1, 2018
- **Draft RA/AA Report:**
 - DEA Technical Committee Review – approximately March 1, 2018
 - DEA Executive Committee Review – approximately May 1, 2018
 - ADEM Review - approximately June 1, 2018 (about 120 days from ADEM EI Report Concurrence)

**ALLIANCE STEERING COMMITTEE ENDORSEMENT FOR
CH2M AUTHORIZATION 3 FOR
THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT**

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated June 22, 2017) for CH2M Authorization 3 (Final EI Report and Draft RA/AA Report) for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (\$136,481), and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Post-Secondary Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

Signed: _____
Print Name: _____
Title: _____
Date: _____

Member: Water Works and Sanitary Sewer Board of the City of Montgomery

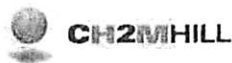
Signed: _____
Print Name: _____
Title: _____
Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____
Print Name: _____
Title: _____
Date: _____

Member: The Advertiser Company

Signed: Andrea T Shandell
Print Name: Andrea Shandell
Title: Associate General Counsel
Date: June 23, 2017



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106
CH2M HILL'S PROJECT NO.: 666378
PROJECT NAME: Authorization 3 – Final EI Report and Draft RA/AA Report for the Downtown Environmental Assessment Project
CLIENT: City of Montgomery
CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See attached Scope of Work dated June 22, 2017.

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is **\$136,481**, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by July 14, 2017, CH2M anticipates the activities described in the attached Scope of Work to begin the week of July 17, 2017.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____
Name (printed) _____
Title _____
Date _____

CH2M HILL ENGINEERS, INC.:

Signature  _____
Name (printed) J.P. Martin, P.E. _____
Title Vice President _____
Date 6/22/17 _____

PROVISIONS

1. **Authorization to Proceed**

Execution of this AGREEMENT by CLIENT will be authorization for CH2MHILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.
2. **Salary Costs**

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.
3. **Per Diem Rates**

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.
4. **Subcontracts and Direct Expenses**

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.
5. **Cost Opinions**

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.
6. **Standard of Care**

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.
7. **Termination**

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
8. **Payment to CH2M HILL**

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.
9. **Limitation of Liability**

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.
10. **Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
11. **No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.
12. **Materials and Samples**

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.
13. **Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
14. **Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.
15. **Force Majeure**

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.
16. **Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
17. **Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

JUL 24 2017

July 10, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Management Director

SUBJECT: Healthcare HMP Plan Change

I would like to recommend adding the Teladoc program to the HMP plan effective October, 1, 2017. The administrative cost of this program will be \$2.05 per contract per month. With an estimated 100 employees participating in the HMP plan the administrative cost paid to BCBS would be approximately \$2,500. The cost to the employees would be \$10 per consult. The program should generate some savings while providing a convenient benefit to employees.

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

- A COUNTY OLDER THAN THE STATE -

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

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY

REVENUE COMMISSIONER'S OFFICE

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



AGENDA

JUL 24 2017

June 28, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Approval of 2016 Annual Report

I have enclosed the 2016 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and the related resolution for approval at the July 24, 2017 County Commission meeting.

If you have any questions, please let me know.

JYB/ah

Enclosures

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

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

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

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

6-1

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2016 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 24th day of JULY, 20 17, Janet Buskey, Revenue Commissioner of said County, made her report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2016, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes--- General-----	\$	\$16,492.15
--- Soldier-----	\$	\$6,596.86
--- School-----	\$	\$19,790.58
Errors in Assessments: State Taxes--- General-----	\$	\$337,387.35
--- Soldier-----	\$	\$134,954.94
--- School-----	\$	\$879,152.70
Taxes in Litigation: State Taxes--- General-----	\$	\$1,112.20
--- Soldier-----	\$	\$444.88
--- School-----	\$	\$1,334.64

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2015, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes--- General-----	\$	\$8,915.28
--- Soldier-----	\$	\$3,566.11
--- School-----	\$	\$18,481.16

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

		General		Soldier		School
2015	\$	506.10	\$	202.44	\$	607.32
	\$		\$		\$	
	\$		\$		\$	
	\$		\$		\$	

Given under my hand this 24th day of JULY, 20 17

Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2016, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County's General Fund	\$32,984.30
	County's Road & Bridge Fund	\$16,492.15
(Homestead Exemptions)	County's General Fund	\$ 0.00
	County's Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County's General Fund	\$679,529.20
	County's Road & Bridge Fund	\$339,764.60
(Homestead Exemptions)	County's General Fund	\$3,912.80
	County's Road & Bridge Fund	\$1,956.40

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2016 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$4,031.10
	County's Road & Bridge Fund	\$2,015.55
(Homestead Exemptions)	County's General Fund	\$156.30
	County's Road & Bridge Fund	\$78.15

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2016, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$2,234.40
	County's Road & Bridge Fund	\$1,117.20
(Homestead Exemptions)	County's General Fund	\$10.00
	County's Road & Bridge Fund	\$5.00
(Refunds)	County's General Fund	\$2,484.92
	County's Road & Bridge Fund	\$1,242.45

(Homestead Exemptions)	County's General Fund	\$805,547.60
	County's Road & Bridge Fund	\$402,773.80
(Abatements)	County's General Fund	\$827,585.20
	County's Road & Bridge Fund	\$413,792.60

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 24th day of July 2017.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
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AGENDA

JUL 24 2017

June 14, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Dan Harris, Jr.
Commissioner

SUBJECT: Request to Move Commission Meeting in September

Last year, I had a conflict in attending the second scheduled County Commission meeting in September and the Commission agreed to reschedule the meeting to September 12, 2016. In looking at my calendar, I will again have a conflict relative to attending the second meeting in September, which is scheduled for Monday, September 18, 2017.

I am requesting that this meeting be rescheduled to Monday, September 25, 2017. In looking at the October meeting schedule, I noticed that there are five Mondays in that month, resulting in a three-week break between the Commission meetings on October 16th and November 6th.

I would like the County Commission to consider moving the October 2nd meeting to October 9th and the October 16th meeting to October 23rd. If this is implemented, we will have our meetings two weeks apart.

I would like to discuss this request during Monday's Commission meeting.

DH/tn

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

JUL 24 2017

July 17, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Changing Time and Location of the Second County
Commission Meeting in September 2017

The Montgomery County Commission, at its meeting on July 10, 2017, agreed to place on the next agenda a Resolution to change the time and location of the second County Commission Meeting in September 2017 to Weeping Willow Baptist Church, located at 2925 Forbes Drive, Montgomery, Alabama. The information session will begin at 4:00 p.m., and the formal session at 5:30 p.m.

I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

8-1



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2017; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the second County Commission Meeting in September 2017 from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Weeping Willow Baptist Church which is located at 2925 Forbes Drive. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above for the second County Commission Meeting in September 2017 from the Montgomery County Courthouse Administration Building, Annex III, to Weeping Willow Baptist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 24th day of July, 2017.

BY: _____
Chairman

ATTEST: _____
County Administrator

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
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AGENDA

JUL 24 2017

July 24, 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:

C-2017-76: Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County - \$1,000; (Walker)

C-2017-77: AUM Dixie Baseball and Softball League, a Division of Dixie Softball, Inc., for Travel Costs to the Debs Dixie Softball World Series - \$1,000; (Singleton)

NC-2017-106: City of Montgomery Parks and Recreation Department, for Willie L. Cook, III Community Center for Youth Programs - \$2,400; (Dean-\$1,200 and Singleton-\$1,200)

DLM/tll



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

JUL 24 2017

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office

Subject: Approval to pursue the Mid-South RC& D Council Grant

Date: June 27, 2017

We are requesting the County Commission's approval to pursue the Mid-South RC & D Council Grant. This is an annual grant with no local match required. The mission of Mid-South Resource Conservation and Development Council is to implement and promote impact, driven projects and activities designed to promote the sustainability and productivity of the abundant, natural and human resources of counties in their target area while improving the quality of life within the community. If funded, we will use these funds to expand our Youth Summer Learning, Education and Conservation classes.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4960
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

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

AGENDA

JUL 24 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 5, 2017

RE: Invitation to Bid No. 51910-17B-017
Delivery of Election Equipment

Request that approval of award on the above referenced Invitation to Bid to the low bid of Pro Movers and Storage, for \$336.00 per precinct, be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract, beginning from the date of award.

Coordination of award made with Darryl Parker, Director of Elections.

Attachment

**Purchasing Department
Montgomery County Commis**

ABSTRACT FOR BIDS:						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51910-17B-017						PRO MOVERS AND STORAGE ATTN: DAVID GARNER 871-B PLANTATION WAY MONTGOMERY, AL 36117		ADMIRAL MOVERS 1200 NEWELL PKWY MONTGOMERY, AL 36110		ARMSTRONG RELOCATION 212 TOTAL SOLUTIONS WAY ALABASTER, AL 35007		HEARD'S HAULING & MOVING "NO BID"			
DATE ISSUED: JUNE 21, 2017															
DATE OPENED: JULY 5, 2017															
THE ELECTION CENTER															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT		UNIT PRICE	EXTENDED AMOUNT		UNIT PRICE	EXTENDED AMOUNT		UNIT PRICE	EXTENDED AMOUNT	
1	Delivery of Election Equip. - per Precinct	Ea	1	\$336.00	\$336.00		\$585.00	\$585.00		\$925.00	\$925.00				
2	Additional Charges for delivery after 5:00 p.m. and on weekends	Ea	1				\$702.00	\$702.00		\$995.00	\$995.00				
TOTAL BID AMOUNTS						\$336.00		\$1,287.00		\$1,920.00					

9 BIDS MAILED

Delivery of Election Equipment

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 10

AGENDA

JUL 24 2017

DEPARTMENT: Engineering Office REQUESTED BY: George Speake 7/17/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 7/17/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Constr. And Main Supplies	111-53199.213	165,825	(22,000)	143,825
Construction Equipment	111-53100.561	650,000	22,000	672,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 815,825	\$ 0	\$ 815,825

JUSTIFICATION: To realign the Budget for the purchase of Construction Equipment.

JUL 24 2017

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: Youth Facility REQUESTED BY: Beverly R Wise 6/22/17
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/22/17
 Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☒
 Agenda ☐

COUNTY COMMISSION APPROVAL:

 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	001-52604.304	15,000	(10,500)	4,500
Professional Services	001-52604.307	450,000	15,000	465,000
Other Misc Supplies	001-52603.219	8,000	2,000	10,000
Copy Machine Rental	001-52603.223	8,000	3,000	11,000
Repair & Main Motor Vehicles	001-52603.234	4,500	300	4,800
Postage	001-52603.252	3,500	1,200	4,700
Cellular Service	001-52603.255	24,500	11,300	35,800
Travel & Registration	001-52603.265	13,000	(3,000)	10,000
Contract Services	001-52603.304	60,000	(5,000)	55,000
Salaries	001-52602.110	3,321,503	(141,322)	3,180,181
Overtime	001-52602.113	30,000	50,000	80,000
Extra Help	001-52602.115	45,000	20,000	65,000
Retirement	001-52602.121	326,932	(20,000)	306,932
Health Insurance	001-52602.122	594,696	(40,000)	554,696
Social Security	001-52602.124	254,083	(14,470)	239,613
Retiree Allowances	001-52602.127	418,800	2,000	420,800
Transportation/ Prisoners	001-52602.166	30,000	(30,000)	0
Drugs & Medical Supp	001-52602.206	4,000	5,000	9,000
Office Supplies	001-52602.211	17,000	4,000	21,000
Other Misc. Supplies	001-52602.219	13,000	6,000	19,000
TOTAL		\$ 5,641,514	(\$ 144,492)	\$ 5,497,022

JUSTIFICATION: To realign the Youth Facility budgets to cover the expenses of housing the increased juvenile population.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

DEPARTMENT: Youth Facility REQUESTED BY: Beverly R Wise 6/22/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/22/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☒
Agenda ☐

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Main Bldgs	001-52602.231	20,000	15,000	35,000
Repair & Main Software	001-52602.240	0	8,400	8,400
Electricity	001-52602.244	90,000	54,000	144,000
Natural Gas	001-52602.245	18,000	5,000	23,000
Water and Sewer	001-52602.246	10,000	7,000	17,000
Telephone	001-52602.251	24,079	6,000	30,079
Contract Services	001-52602.304	17,000	12,000	29,000
Legal Expense	001-52602.305	5,000	(5,000)	0
Professional Services	001-52602.307	4,000	49,000	53,000
Groceries	001-52602.328	75,000	30,000	105,000
Kitchen Equipment	001-52602.549	0	6,498	6,498
DYS Subsidy Revenue	001-40000.44272	(213,358)	43,094	(170,264)
DYS Camp Davis	001-40000.44274	(485,500)	(4,500)	(490,000)
CNP Reimbursement	001-40000.44296	(39,000)	(46,000)	(85,000)
Housing Other County	001-40000.44921	(75,000)	(36,000)	(111,000)
				0
				0
				0
				0
				0
TOTAL		(\$ 549,779)	\$ 144,492	(\$ 405,287)

JUSTIFICATION: To realign the Youth Facility budgets to cover the expenses of housing the increased juvenile population.

ANITA L. KELLY
Presiding Judge
CALVIN L. WILLIAMS
Circuit Judge
ROBERT T. R. BAILEY
Circuit Judge
VICKY U. TOLES
Referee
BRUCE R. HOWELL
Court Administrator
BRANDI K. ALEXANDER
Detention Director

FAMILY COURT OF MONTGOMERY COUNTY
JUVENILE DIVISION
FIFTEENTH JUDICIAL CIRCUIT



BEVERLY RIDDLE WISE
Probation Supervisor
PATRICIA STRICKLAND
Probation Supervisor
RAY WILLIAMS
Probation Supervisor
PRESTON FRAZIER
Intake Supervisor
ANGELA STARR
Deputy Clerk
WARREN G. BRANTLEY, PhD
Court Therapist

May 10, 2017

Dear Commissioners:

Many factors have contributed to the Youth Facility's budget shortfall this budget year. I will attempt to address them and will answer any questions or address your concerns. First, the original requested budget was not adequate to meet our needs. The biggest drain on our budget has been our increased average daily population (ADP). Last year, our ADP was 32.98 children and for this last six months, the ADP is 41.30. This has taxed not only our groceries and medical budgets but also our over-time and extra help budgets. Our Department of Youth Services license requires a staffing pattern of one to eight ratio, staff to students. When transporting children for any reason, a minimum of two staff must transport the child, which requires back filling the detention officers with extra help.

Another factor contributing to the increased length of stay is the seriousness of the alleged offense. In recent months, we have held seven children charged with murder which requires longer stays in detention. Furthermore, there has been a dramatic increase in gun possession cases and shootings.

Finally, our detainees are presenting with more serious medical and mental health issues. These children have taxed our medical budgets along with the costs of medication. The aforementioned are some of the reasons for my request today; there are more which I would like to discuss with you further.

Attached is our budget amendment request. Thank you for your consideration of this important matter.

Beverly Riddle Wise

Beverly Riddle Wise

Acting Juvenile Court Administrator

1111 AIRBASE BOULEVARD • P.O. Box 9219 • MONTGOMERY, ALABAMA 36108-0219
TELEPHONE (334) 261-4100 • FAX (334) 261-4132

14-3

Tammy Nix

From: Sherrill Thomas
Sent: Monday, June 26, 2017 10:38 AM
To: Tammy Nix
Cc: Donald Mims; Theresa LeGrady
Subject: Budget Change Youth Facility #2
Attachments: YF Memo re Budget.pdf; Youth Facility 2017 -2.pdf; Youth Facility 2017 -2 pg 2.pdf

Follow Up Flag: Follow Up
Due By: Monday, June 26, 2017 11:17 AM
Flag Status: Flagged

Attached is a two page budget change and a memo written by Beverly Wise concerning the YF budgets. I have attempted to analyze each line item to estimate what the needs are for the remaining 2017 budget. I have covered the shortages by using all items in the current budget and adjusting the revenues that affect this budget. Normally, we do not realign salary items but I am recommending that we do on this one. The increases to the budget are items that are necessary to provide the required services of the Youth Facility.

Sherrill Thomas
Finance Director

POSITION FILL REQUEST- UNBUDGETED

AGENDA

JUL 24 2017

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Lynn Peavey

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number to replace Switchboard Operator position 900780006
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date August 7, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Switchboard Operator position fill request was approved at the May 15, 2017 Commission meeting. On June 27, 2017, the Personnel Department notified me that this position is being abolished. Their recommendation was that this position be replaced with an Administrative Support Associate. The Youth Facility does not have a vacant ASA position.

Beverly Riddle Wise/lp
 Department Head

Date June 27, 2017

FINANCIAL IMPACT:

The current budget for the Switchboard Operator will cover the cost of the Administrative Support Associate. The ASA position has a higher pay grade but the Switchboard Operator that vacated that position was paid at a much higher pay step.

Sherrill Thomas
 Finance Director

Date 6/30/2017

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

MEMORANDUM

TO: Beverly Wise, Acting Juvenile Court Administrator
FROM: Cami Hacker, Sr. Personnel Analyst
DATE: June 27, 2017
SUBJECT: Switchboard Operator

After meeting with you and Lynn Peavey this morning, I would like to recommend that the Administrative Support Associate classification be used in place of the Switchboard Operator.

The Switchboard Operator classification has been phased out with the City of Montgomery and replaced with the Administrative Support Associate. Switchboard Operators are not positions widely used anymore, and our office would like to abolish the classification from the city and county pay plans. In addition, our conversation led me to conclude that the employee in this position does more than answer the phone; the employee also acts as the primary receptionist for your offices. The Associate requires six months of clerical experience such as answering phones, typing, and filing.

Please submit a Form 10 to change the classification. This should allow the County Administration Office the information it needs to reallocate or assign this classification to your office.

Since the submitted requisition was for Switchboard Operator at pay grade A02, you will also need to submit another requisition for the purposes of replacing the Operator with the Administrative Support Associate at pay grade A03.

Once the new requisition has been submitted and approved, our office has a register in place that you can use to hire an individual into the position.

Please let me know if you need anything else from me or our office.

JUL 24 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Board of Registrars
 DEPARTMENT HEAD: George M. Noblin
 SUPERVISOR: George M. Noblin

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 290013006
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date July 31, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George M. Noblin Date 07-18-2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 07-18-2017
 Employee Benefit Manager

Sherrill Thomas Date 7/18/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 24 2017

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
Position Number 500425133 (Replacement of Franchesca Maull)
Pay Grade PC2 Pay Range \$33,747-\$50,423
Proposed Effective Date July 31, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 7, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 7, 2017

Sherrill Thomas

Finance Director

Date 7/13/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date

JUL 24 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	500419017 (Replacement of Wesley Garrett)	
Pay Grade	PCT	Pay Range \$30,096
Proposed Effective Date	July 31, 2017	
Type of Hire	(☒) New (☐) Promotional	
Type of Appointment	(☒) Permanent (☐) Temporary	

DEPARTMENT APPROVAL:

Derrick Cunningham

Date July 7, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Date July 7, 2017

Employee Benefit Manager

Sherrill Thomas

Date 7/13/2017

Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 24 2017

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Part-Time Public Safety Comm Dispatcher
Position Number 550483100
Pay Grade A05 Pay Range \$32,318-\$48,286
Proposed Effective Date July 31, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 12, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 17, 2017

Sherrill Thomas

Finance Director

Date 7/18/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUL 24 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Part-Time Public Safety Comm Dispatcher
 Position Number 550483101
 Pay Grade A05 Pay Range \$32,318-\$48,286
 Proposed Effective Date July 31, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date July 12, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 17, 2017

Sherrill Thomas

Finance Director

Date 7/18/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

JUL 24 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Part-Time Public Safety Comm Dispatcher
 Position Number 550483102
 Pay Grade A05 Pay Range \$32,318-\$48,286
 Proposed Effective Date July 31, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 12, 2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 17, 2017
 Employee Benefit Manager

Sherrill Thomas Date 7/18/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 24 2017

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Part-Time Public Safety Comm Dispatcher
 Position Number 550483103
 Pay Grade A05 Pay Range \$32,318-\$48,286
 Proposed Effective Date July 31, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 12, 2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 17, 2017
 Employee Benefit Manager

Sherrill Thomas Date 7/18/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

JUL 24 2017

Date: July 19, 2017
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Approval for the following travel:

Destination: Pensacola, FL
Departure Date: August 1, 2017 Return Date: August 3, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Taser X26, X26P, and X2 Instructor Certification and Recertification

Traveler (s) Name: 1. Carlos Parks 4. _____
2. Brent Talley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$660.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$660.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$14,107.91</u>	
Budget Available:	<u>\$5,892.09</u>	
Current Requests:	<u>\$2,500.00</u>	
Budget Balance:	<u>\$3,392.09</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/19/17

cc: Finance Director / Buyer

19-1

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

JUL 24 2017

Date: July 19, 2017
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: October 24, 2017 Return Date: October 27, 2017
Conference Leave (Days / Hours): 4
Purpose of Travel: 2017 Court Referral/Comm Corr/Drug Court Joing Conference & In-Service

Traveler (s) Name: 1. Gwendolyn Rogers 4. _____
2. Johnnie Andrews 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$520.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____
Expense will be Incurred in the 2018 Budget

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$520.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$14,142.91</u>	
Budget Available:	<u>\$5,857.09</u>	
Current Requests:	<u>\$2,500.00</u>	
Budget Balance:	<u>\$3,357.09</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/19/17

cc: Finance Director / Buyer

19-2

Montgomery County Commission
Travel / Training Request Approval
Request # 15

AGENDA

JUL 24 2017

Date: July 17, 2017
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Approval for the following travel:

Destination: Alexandria, Virginia
Departure Date: September 20, 2017 Return Date: September 22, 2017
Conference Leave (Days / Hours): (3) Days
Purpose of Travel: to attend the PRIMA Board Meeting

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: *** All Expense will be Paid by STATES***

To: Scott Kramer

From: Donald L. Mims, Administrator

The above request is app. 8/7/17 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$3,275.01</u>
Budget Available:	<u>\$11,724.99</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$11,724.99</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/17/17

cc: Finance Director / Buyer

19-3

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

JUL 24 2017

Date: 7/17/2017
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: 1525 Coliseum Blvd, Montgomery, Alabama 36110
Departure Date: October 11, 2017 Return Date: October 12, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: ACI Level I Field Testing Technician

Traveler (s) Name: 1. Robert Lindsey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$615.00 Advance Registration Required: \$615.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments: _____
Expense will be incurred in the 2018 Budget

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

The above request is app. 8/7/17 reimbursement of actual and necessary expenses in the
approximate amount of \$615.00 and advance registration of \$615.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$6,993.00</u>	
Budget Available:	<u>\$3,007.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$3,007.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 7/17/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 26

AGENDA

JUL 24 2017

Date: July 13, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: August 8, 2017 Return Date: August 11, 2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: 2017 AAAO Summer Conference

Traveler (s) Name: 1. Donna Raney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,366.23 Advance Registration Required: \$225.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REG: \$225.00 MEALS: \$300 MILEAGE: \$211.86 HOTEL: \$629.37

TOTAL EST. COST: \$1366.23

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,366.23 and advance registration of \$225.00 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>\$16,740.43</u>	
Budget Available:	<u>\$13,259.57</u>	
Current Requests:	<u>\$1,366.23</u>	
Budget Balance:	<u>\$11,893.34</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/17/17

cc: Finance Director / Buyer

19-5

Montgomery County Commission
Travel / Training Request Approval
Request # 72

AGENDA

JUL 24 2017

Date: July 7, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Anniston, AL
Departure Date: July 30, 2017 Return Date: August 4, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend FFO (Field Force Operations) Course

Traveler (s) Name: 1. Michael Morrow 4. _____
2. Ricky Thompson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$60.00 Advance Registration Required: \$0.00

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

Additional Comments: only expected expenses will be fuel for one vehicle

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

The above request is app. 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$60.00 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>Administrative Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$118,634.35</u>
Budget Available:	<u>\$242,865.65</u>
Current Requests:	<u>\$60.00</u>
Budget Balance:	<u>\$242,805.65</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/11/17

cc: Finance Director / Buyer

19-6

Montgomery County Commission
Travel / Training Request Approval
Request # 73

AGENDA

JUL 24 2017

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

Destination: Meridian, MS
Departure Date: August 14, 2017 Return Date: August 18, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend RCTA Training (High Risk Warrant Planning & Execution)

Traveler (s) Name: 1. Rick Whitmore 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

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

Additional Comments: only expected expenses will be fuel for one vehicle and possible
refreshment fees and 1 meal fee

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

The above request is 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administrative Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$118,634.35</u>
Budget Available:	<u>\$242,865.65</u>
Current Requests:	<u>\$110.00</u>
Budget Balance:	<u>\$242,755.65</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 7/13/17

cc: Finance Director / Buyer

19-7

Montgomery County Commission
Travel / Training Request Approval
Request # 74

AGENDA

JUL 24 2017

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

Destination: Camp Shelby, MS
Departure Date: August 22, 2017 Return Date: August 24, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend RCTA Training (Gracie Survival Tactics)

Traveler (s) Name: 1. Thomas Brown 4. _____
2. Alton Knight 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

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

Additional Comments: only expected expenses will be fuel for one vehicle and possible
refreshment fees and 1 meal fee/each Deputy

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

The above request is app. 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administrative Expense</u>	
Current Budget:	<u>\$361,500.00</u>	
Approved Requests:	<u>\$118,634.35</u>	
Budget Available:	<u>\$242,865.65</u>	
Current Requests:	<u>\$160.00</u>	
Budget Balance:	<u>\$242,705.65</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/13/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 75

AGENDA

JUL 24 2017

Date: July 17, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Quantico, VA
Departure Date: August 27, 2017 Return Date: September 1, 2017
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: attend LEEDS Conference

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

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

Total (est.) Cost: \$1,240.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

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

The above request is app. 8/7/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,240.00 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>Administrative Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$118,634.35</u>
Budget Available:	<u>\$242,865.65</u>
Current Requests:	<u>\$1,400.00</u>
Budget Balance:	<u>\$241,465.65</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/17/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 76

AGENDA

JUL 24 2017

Date: July 18, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: August 15, 2017 Return Date: August 15, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend New Draeger Operations Course

Traveler (s) Name: 1. Jarrad Dixon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

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

Additional Comments: only expected expense might be fuel

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 7/24/17 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administrative Expense</u>	
Current Budget:	<u>\$361,500.00</u>	
Approved Requests:	<u>\$118,634.35</u>	
Budget Available:	<u>\$242,865.65</u>	
Current Requests:	<u>\$1,450.00</u>	
Budget Balance:	<u>\$241,415.65</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/19/17

cc: Finance Director / Buyer

19-10

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 56

AGENDA

JUL 24 2017

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims 7/24/17
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 7/24/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
U.S. Martial Arts Team	001-57201.450	0	7,500	7,500
Donation Revenue	001-40000.47701	(410,564)	(7,500)	(418,064)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 410,564)	\$ 0	(\$ 410,564)

JUSTIFICATION: To budget an appropriation to the U.S. Martial Arts Team for travel expense of the Montgomery chapter to the 2017 National Tournament.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 57

AGENDA

JUL 24 2017

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

7/24/17

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas

7/24/17

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
East Montgomery Baseball and Softball, Inc	001-57201.450	0	2,000	2,000
Donation Revenue	001-40000.47701	(418,064)	(2,000)	(420,064)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 418,064)	\$ 0	(\$ 418,064)

JUSTIFICATION: To budget an appropriation to the East Montgomery Baseball and Softball Inc for travel cost to the 2017 Dixie Softball World Series.

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

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

AGENDA

JUL 24 2017

July 10, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
7/10/2017

SUBJECT: Approval of Agreement for Resurfacing
Pike Road from Wallahatchie Road to US 80
Project No. STPAA-5115(252), MCP 51-77-16, CPMS Ref. #100057526

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) to US 80 (SR-126), Project No. STPAA-5115(252), MCP 51-77-16, CPMS Ref. #100057526.

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

GCS/gcs

Attachment

cc; File

- A COUNTY OLDER THAN THE STATE -

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

22-1



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

July 7, 2017

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

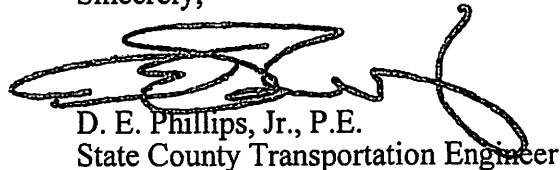
RE: STPAA-5115(252)
MCP 51-77-16
Montgomery County

Dear Chair of County Commission:

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

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



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

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. Steve Graben
Mr. George Speake
File

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

A G R E E M E N T – M P O (F A S T P F u n d s)

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the COUNTY):

W I T N E S S E T H

WHEREAS, the STATE and COUNTY desire to cooperate in the widening and resurfacing of CR-85 (Pike Road) from CR-83 (Wallahatchie Road) to SR-126 (US-80). Length – 5.851 miles. Project #STPAA-5115(252), MCP 51-77-16, CPMS Ref. #100057526.

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces, or with a consultant selected by the COUNTY and approved by the STATE, without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the STATE not to exceed 5%, without prior approval by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.
- F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$1,540,468.74 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA STP Funds (Montgomery Area Dedicated)	\$ 1,540,468.74
County Funds	385,117.18
TOTAL (Incl. E & I)	<u>\$ 1,925,585.92</u>

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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

R. Exhibit M is attached hereto as a part hereof.

S. Exhibit N is attached hereto as a part hereof.

T. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer
Don T. Arkle, P.E.

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

William F. Patty, Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
KAY IVEY

22-5

RESOLUTION NUMBER _____

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

The widening and resurfacing of CR-85 (Pike Road) from CR-83 (Wallahatchie Road) to SR-126 (US-80). Length – 5.851 miles. Project #STPAA-5115(252), MCP 51-77-16, CPMS Ref. #100057526;

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

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

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

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

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

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

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

_____ day of _____, 20_____.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



ENGINEERING DEPARTMENT

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WWW.MC-ALA.ORG

July 21, 2017

AGENDA

JUL 24 2017

MEMORANDUM

TO: Montgomery County Commission
FROM: George C. Speake, County Engineer
SUBJECT: 4-10 HOUR WORKDAY ANALYSIS

George C. Speake
7/21/2017

During the July 10, 2017, Commission meeting, there was discussion of a proposal for the Engineering Department to return to a 5-8 hour workday schedule instead of the current 4-10 hour workday schedule. **Our recommendation is to continue with the present 4-10 hour workday schedule, and the following information is provided to substantiate this recommendation:**

We began a 4-10 hour schedule in September 2005 (approximately 12 years ago) with the understanding the main Engineering Department office at Annex I be open to the public at least 5-8 hour days per week. In regards to this, our three administrative/clerical office employees remained on a 5-8 hour schedule (similar to other administrative/clerical classification employees in other departments of the county). Also, I remained on a 5-8 hour schedule. This arrangement has allowed us to keep the main office open to the public 52 hours per week (7:00 a.m. to 5:30 p.m. Monday through Thursday and 7:00 a.m. through 5:00 p.m. on Friday) as opposed to only 40 hours per week under our previous 5-8 hour schedule. Also, the 4-10 hour schedule has increased work efficiency, enhanced worker morale, reduced employee disciplinary incidents, saved on fuel costs, reduced equipment operational and maintenance costs, and reduced employee absences from work. More than half the County road departments in Alabama work a 4-10 hour schedule as it has proven to be a much more efficient schedule for this type of work. Also, the City of Montgomery's street maintenance personnel work a 4-10 hour schedule.

In July 2006 we researched our fuel usage records and compared monthly fuel consumption for each 4-10 hour month with the respective 5-8 hour month a year prior. We began the 4-10 hour schedule September 2005 which was compared with September 2004 and progressed through June 2006 which was compared with June 2005. Results were as follows:

Average Gasoline Savings - 1,377 gallons per month @ \$2.4562 per gallon = \$3,382 per month
Average Diesel Savings - 106 gallons per month @ \$2.2227 per gallon = \$ 236 per month
TOTAL SAVINGS PER MONTH FUEL JULY 2006 - = \$3,618 per month
Using average ALDOT fuel indexes of 1.90 for 2006 and 1.56 for 2017
ESTIMATED SAVINGS PER MONTH FUEL JULY 2017=\$2,971 per month (\$35,652 / yr.)

We did a similar comparison for use of employee leave time (absenteeism) and results were:

Average Monthly Leave Time Usage

5-8 hr. days 2,114 hours

4-10 hr. days 2,036 hours

TOTAL DECREASE PER MONTH LEAVE TIME - 78 hours per month (936 hrs. / yr.)

- A COUNTY OLDER THAN THE STATE -

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

4-10 Hour Work Schedule vs. 5-8 Hour Work Schedule – Pros and Cons

Pros:

1. Main office can be open to the public longer hours – 52 hrs. per week vs. 40 hrs. per week
2. Less hours and mileage are placed on equipment and vehicles since all are parked on the Friday off-day
3. Savings on fuel cost due to one less trip to and from job site per week – approximately \$3,000 per month or \$36,000 per year
4. Savings on equipment and vehicle costs due to one less trip to and from job site per week
5. Employees save on personal transportation expenses to and from work due to one less trip per week
6. City of Montgomery street maintenance works a 4-10 hour schedule
7. More than half the County road departments in Alabama work a 4-10 hour schedule
8. Less time spent traveling to and from job sites and more time spent at job site
9. Increased productivity since personnel can work 9 hours once they reach the job site (as opposed to only 7 hours under 5-8 schedule). . . allows personnel to work longer and more efficiently once a momentum has been attained
10. Less comp time would be required for extensive projects that may require prolonged work hours in order to put a project back into a safe enough condition to be left for the public's use
11. Less absenteeism since employees can schedule many appointments, personal business, and family commitments on the Friday off-day
12. Less disciplinary problems because the Friday off-day allows for a longer "cooling period" from stresses and anxieties that build up as the work week progresses
13. Allows main office personnel more time to catch up on reports and other urgent tasks because there are fewer interruptions and distractions at main office on the Friday off-day
14. Boosts employee morale since there is an overwhelming majority of Engineering Department employees that favor the 4-10 hour schedule
15. Is an attractive fringe benefit and recruitment tool when trying to hire new employees

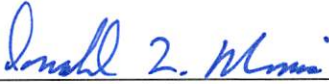
Cons:

1. Could present a false impression to the public that they are getting less for their tax dollars; however, in reality they are getting more for their tax dollars with a 4-10 hour schedule than with a 5-8 hour schedule
2. It may appear that more comp time would be required to respond to emergencies over a three off-day span; however, in reviewing our records there have only been rare occurrences that we have had to call someone in on comp time during regular work hours of the Friday off-day. The majority of these calls were before or after normal work hours, were on Saturdays, or were on Sundays and would have required comp time for either a 4-10 hour schedule or a 5-8 hour schedule.
3. The longer work days could be more demanding during hot summer days
4. Could present a false impression that a good-weather day occurring on the Friday off-day is lost production; however, this lost good-weather Friday off-day is usually canceled out by the extra 2 hours per day of good weather that was worked the remaining 4 days of the workweek depending upon variation of weather patterns

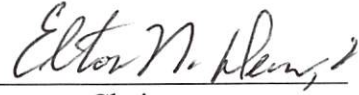
GCS/gcs
cc; File

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 7, 2017, at 8:00 in the morning.



Administrator



Chairman