

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

DECEMBER 3, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

Administrator Mims briefed the Commission regarding the Employee Recognition and Appreciation Program being held on an annual basis with the first to be held on December 13, 2018. He stated that the Examiners worked with ACCA regarding this program and that he spoke with the Examiners of Public Accounts General Counsel Jason Paulk who believed that the program could be held at First Baptist Church. Commissioner Harris asked where the program could be held if it could not be held at First Baptist Church. Administrator Mims responded that no designated area had been established. This item is on the agenda, and Administrator Mims recommended a provision which would allow the Chairman to modify the program to hold the luncheon off premises subject to the Examiners' approval.

DISCUSSION BY THE COMMISSION

Commissioner Harris and Commissioner Sankey requested to add additional items to the miscellaneous appropriations accounts that were on the agenda. The Commission agreed.

PRESENTATION BY MR. MIKE HICKS WITH ALLIANCE INSURANCE GROUP

Mr. Mike Hicks with Alliance Insurance Group briefed the Commission on the award of request for proposal (RFP) to Alliance Insurance Group to administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account, which is on the agenda. He stated that this has worked well with the City of Montgomery and that they are based in Montgomery. He assured the Commission that they are ready to move forward with the accounts.

PRESENTATION BY CASSANDRA CROSBY WITH CROSBY DRINKARD GROUP, LLC

Ms. Cassandra Crosby with Crosby Drinkard Group, LLC, briefed the Commission regarding the proposed 2019 Legislative Agenda items, which include the Sheriff's Expense Allowance Bill and a revised version of the County Commissioners' Expense Allowance Bill. The Commission agreed to proceed with the Sheriff's Expense Allowance Bill and the revised version of the County Commissioners' Expense Allowance Bill, which are on the agenda.

PRESENTATION BY BOARD CHAIRMAN RICHARD E. HANAN WITH THE MONTGOMERY WATER WORKS & SANITARY SEWER BOARD

Chairman Richard Hanan with the Montgomery Water Works & Sanitary Sewer Board informed the Commission that there are 304 fire hydrants in the unincorporated areas of Montgomery County which help citizens get low insurance rates. He stated that effective January 1, 2019, the Board will charge the County \$90 per fire hydrant per year for an annual amount of \$27,360 to maintain the fire hydrants and firefighting activities. Mr. Hanan assured the Commission that the Water Works maintains a good relationship with the different water authorities in the unincorporated areas of Montgomery County and that they are an emergency provider. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER JOHN W. DOROUGH, III, WITH HARMON DENNIS BRADSHAW

Harmon Dennis Bradshaw Manager John Dorough III joined the meeting by telephone conference and briefed the Commission regarding Group Life Insurance and AD&D Coverage. He recommended Lincoln at a combined rate of \$.150/\$1000 of coverage with a three (3) year rate guarantee. 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 briefed the Commission on a bid award to Troy Cablevision, Inc., for Private Data Network for the Revenue and Probate South Offices. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Ialacci requested that the Commission approve hiring an IT Technician/Network Infrastructure at Step 3, Pay Grade A07 (\$43,533), which was in the Information Systems budget. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GOERGE SPEAKE

County Engineer George Speake discussed an ALDOT funding agreement for resurfacing Cloverfield/Federal Road from the Lowndes County line to U.S. 331 and requested that this agreement be placed on the next agenda for approval. The Commission agreed with this request.

Also, Mr. Speake mentioned that resurfacing on Payne Road was complete, almost complete on Old Selma Road, and about 80% complete on Coosada Ferry Road.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. She requested each Commissioner pick a date for the On the Road Meetings. Vice Chairman Walker chose February, Commissioner Sankey chose April, Commissioner Harris chose June and Commissioner Singleton chose October. Ms. Hawk encouraged the Commissioners to select locations so that she can inform the media and their constituents.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims informed the Commission that they need to exercise an option and adopt an amendment to the Group Flexible Purchase Payment Deferred Fixed Annuity Contract with Nationwide Life Insurance Company. Finance Director Sherrill Thomas stated that Option One should be selected based on the recommendation of Nationwide. She said Option Three will be the default option if no action is taken. After discussion, the Commission agreed to waive rules and add Nationwide Life Insurance Company Contract to the agenda.

Finance Director Thomas also informed the Commission that she had Retirement Systems of Alabama Enrollment Forms for them to complete for payroll deductions.

Administrator Mims briefed the Commission regarding Board Member appointments to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that this board needs people with interest and experience and said that he would speak with Larry Spencer. He added that he will be resigning. Commissioner Singleton stated he would talk to Perry Hooper, Jr. After discussion, the Commission agreed to reappoint Robert E.L. (Bobo) Gilpin, Frank Brown and James E. Williams and place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery County Parks and Recreation Board. Commissioner Sankey stated that he has two names from his District 4 area. Vice Chairman Walker stated that she has a few people in mind and that she would work on this for the next meeting. No action was taken.

Administrator Mims briefed the Commission regarding amendment of Group Healthcare Summary Plan Description for the employees of Montgomery County Commission. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission on Amendment Number 7 to MASTSEC, LLC., for Security Guard Services at the satellite offices, contract number 51100-16B-004. She stated that the Amendment was for a ninety (90) day extension beginning December 1, 2018 and ending on February 28, 2019. She explained that the Sheriff's Office has not yet been able to hire enough part-time deputies to staff all the offices. Senior Personnel Analyst Robbie Estes with the Personnel Department stated that the process may be slow, but

there are fewer people applying. Sheriff Derrick Cunningham stated that a two year register is too long and people are leaving the county to work for the city because the salaries are higher. Chairman Dean informed Administrator Mims that it is a priority to work with City/County Personnel on this issue. After discussion, the Commission agreed to waive rules and add Amendment Number 7 to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Falls Facility Services, Inc., for janitorial services, Bid Number 51901-19B-007. She informed the Commission that the local preference is 5% and the out of state preference is 10%. She explained that the low bidder was disqualified because it did the bid specification that required currently having a contract for a building totaling at least 10,000 square feet under one roof. Chairman Dean stated that he will vote against this as voting for a local company is his first preference. After discussion, the Commission agreed to place this item to the next agenda.

PRESENTATION BY MANAGING DIRECTOR MIKE DUNN WITH STIFEL AND EXECUTIVE VICE PRESIDENT NEILL WRIGHT WITH LIBERTY BANK REGARDING FINAL PRICING OF THE MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY LEASE REVENUE WARRANTS, SERIES 2018

Managing Director Mike Dunn with Stifel and Executive Vice President Neill Wright with Liberty Bank briefed the Commission on Final Pricing of the Montgomery County Public Building Authority Lease Revenue Warrants, Series 2018. The warrants are to fund building projects. Mr. Dunn also presented Statements Relating to the County Government Bond Financing Review Form and Price Comps Report. They thanked the Commission for the opportunity and for their trust. (Copies of Reports and Documents, Agenda Pages 30-1 through 30-16, are attached to these minutes.)

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss the Commerce and Real Estate matter. Commissioner Singleton made a motion to go into the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Ellen G. McNair and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 31-1 and 31-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

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

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Cheryl Johnson, President of Leadership Montgomery.

The Pledge of Allegiance was led by Commissioner Sankey

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

COMMENTS BY ATTENDEES

Cynthia Brown of Heritage Training and Career Center said good morning and gave background information about the various programs the center offers, which includes a new SNAP nutritional food program, a transportation program, an elderly home repair program and a GED training program connected with Trenholm State Technical College. Ms. Brown stated the program provides services to citizens of all five districts. She said they also help with job placement, especially for men. Ms. Brown said the organization encourages their participants to give back to the community by helping curb crime in their own neighborhoods. She then introduced Mr. Michael Farrier, the Fatherhood Program Facilitator of the program.

Mr. Farrier thanked the Commission for their support in the past and would appreciate their continuous support. Commissioner Harris asked Ms. Brown what their annual budget is, and Ms. Brown stated the current budget is approximately \$300,000. Commissioner Harris then asked who was their primary supporter. Ms. Brown stated the State of Alabama was their primary supporter because the transportation program, the Child Readiness Program and the SNAP program are all funded by the Department of Human Resources. Commissioner Harris also asked approximately how many lives Heritage Training and Career Center touches each year or how many clients they serve. Ms. Brown stated approximately 85 clients comes through the program each year.

Commissioner Sankey said he could witness to the great work the organization is doing. He gave an example of a client in his district who needed some extensive repairs to the bathroom in her home. Commissioner Sankey said the Career Center did an outstanding job repairing the bathroom. He encouraged the Commission to continue to support the organization.

Brenda Cherry, Chaplain of Shepherds Ministry, said good morning to everyone and thanked the Commission for their donation to the ministry. She informed the Commission of a Chaplain Training Program the Ministry will be offering and passed out pamphlets with information about the program called International Fellowship of Chaplains. Ms. Cherry said she was trained by a Chaplain who was working during the 9/11. She said their training programs will start February 2019 for adults, and in July of 2019 a cadet course will be held for ages 15-17 years of age. Ms.

Cherry said she also wanted to make sure their paperwork is in place for future funding. Commissioner Singleton asked the cost of registration. Ms. Cherry stated the registration fee is \$300.00 per person before January 11, 2019, and \$400.00 after that date.

Brandon Howard, Jeff Davis Band Director, said good morning to everyone and said that he is trying to raise money for a band trip to New York. He thanked Commissioner Harris for his donation toward the purchase of new band uniforms for the trip and stated that there are approximately 20 students who cannot afford the other expenses for the trip.

Commissioner Harris asked Mr. Howard total cost of the trip, and Mr. Howard stated the total amount is a little over \$30,000, leaving them approximately \$17,000 short of the funds needed.

Vice Chairman Walker asked what the cost is to participate in the parade. Mr. Howard stated the cost is \$650.00 per student and there are approximately 50 students who are going. He said they have been working diligently trying to raise funds for the trip. Commissioner Harris made a few more comments in support of the trip.

Vice Chairman Walker told Mr. Howard that she appreciates the work he does with the band. She said Robert E. Lee band director called her a couple of years ago asking for assistance for the band to perform out of town. She stated she told them no because she did not feel that was the best way to utilize their money when they needed new uniforms. Vice Chairman Walker said she does not think it is wise to use such a large amount of money for a trip when there are long term needs, like uniforms and band equipment. She stated we have to be careful with the decisions we make with the few resources that we have.

Mr. Frederick Williams, Commander of American Legion – P.E.E.R.S, Inc, said good morning to everyone. He gave background information about what American Legion does to help Veterans. Mr. Williams said it has been approximately one year ago since he had requested assistance from the Commission. He stated he came today to request funds for a new sprinkler system for the building, which is required by the American Legion in order for the organization to qualify for grant. Mr. Williams said they are the only post in Alabama that actually houses Veterans. He said Mayor Strange has agreed to pay half the cost for the new system.

Mr. Paul Dickerson, Assistant Director of American Legion – P.E.E.R.S, Inc, said good morning and further explained that the organization is also currently upgrading its fire alarms system to be compatible with the Montgomery Fire Department systems and to be in compliance with building safety codes.

Commissioner Sankey asked the cost to install the sprinkler system, and Mr. Williams stated he received a quote for \$15,000. He said the City of Montgomery has agreed to pay half of the cost, but they need assistance for the remainder of the cost. Mr. Williams also stated that the American Legion has raised over \$3,000 on its own. He also said they are funded strictly by donations and contributions. Chairman Dean advised Mr. Williams that the Commission would take his request into consideration.

Ebony McKeithern, a teacher at Robert E. Lee High School, said good morning and said that she and the Honor Society Students of Robert E. Lee High School were there to learn more about how local government operates. She thanked the Commission for the great work they are doing throughout the Community. Ms. McKethern especially thanked Commissioner Sankey for visiting the school recently.

Chairman Dean acknowledged the students and asked them to stand and be recognized. Commissioner Sankey brought it to everyone's attention that Robert E. Lee High School is located in Vice Chairman Walker's District. He said he and Vice Chairman Walker both graduated from Lee High School and when they saw the need for new uniforms for the band, they did their part to support that need.

Mr. Steve Ballard, a teacher at Brewbaker Technology Magnet High School, presented Commissioner Dan Harris with an award of appreciation on behalf of the Robotics Team. Commissioner Harris thanked them for the award and said Mr. Steve Ballard is one of the most dedicated teachers he has ever met. He elaborated on how hard Mr. Ballard works to raise funds to support the students at Brewbaker Technology School because they compete all over the state and country. He thanked them again and said he would continue to support them.

Mr. William Levi Gailliard, Director of American Association for Children, said good morning and read a letter from the principal of Jeff Davis High School which stated the Think Big Program made an impact on the students at the school. Mr. Gailliard said Jeff Davis High School is the model school for his program. He stated due to the Think Big Program, the football program at Jeff Davis High School has improved. Mr. Gailliard said he believes in the sovereignty of God. He stated he was amazed to meet Mr. Steve Ballard because Mr. Ballard received the robots from Jeff Davis High School and utilized them at Brewbaker Technology Magnet School. He also said he has asked Mr. Ballard to assist him in getting the Robotic Program reintroduced at Jeff Davis High School. Mr. Gailliard asked each Commissioner for \$1000.00 to support the American Association for Children Program.

Commissioner Harris questioned why Mr. Gailliard read a letter from the Principal dated 2013. Mr. Gailliard said he wanted to let everyone know that the Think Big Program has been around for a while and is working.

Mr. Greg Thompson, a member of Pike Road Fire & Protection Authorization Board, said good morning. Mr. Thompson stated that he was there to oppose the appointment of Brian Shelton to the Volunteer Fire & Protection Authority because it poses a conflict of interest. He said the Fire Department was formed to provide fire protection for unincorporated communities of Montgomery County and that Mr. Shelton is a resident of Pike Road.

Chairman Dean told Mr. Thompson that he appreciated his concerns about the appointment and said that it is Commissioner Singleton's decision to recommend and appoint a candidate to fill the vacancy. Mr. Thompson said he did not know that and thanked Chairman Dean for his explanation. He stated he was under the impression that the Board recommends who is appointed. He also said there are two additional vacant positions and he would be happy to work with Commissioner Singleton to fill those positions.

Commissioner Singleton said he recommended Brian Shelton because he has known him for many years and everyone he talked to agreed that Mr. Shelton would be a great asset to the Board. Commissioner Singleton said he welcomed any recommendations for the vacancies.

Vice Chairman Walker asked Commissioner Singleton if he could speak to the conflict of interest issue, and he stated that he could not because he has no knowledge of it.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of November 19, 2018. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Donald Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

PUBLIC HEARING

PUBLIC HEARING REGARDING PROPOSED EMPLOYEE RECOGNITION AND APPRECIATION PROGRAM

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the Proposed Employee Recognition and Appreciation Program (ERAP).

Administrator Mims briefed the Commission on the ERAP which would allow the County to have an Employees Appreciation Program once a year that includes a luncheon and recognition of employees. He further stated that the Commission provided notice at the meeting on November 19, 2018, of its intention to consider the ERAP and to hold a public hearing at the meeting on December 3, 2018. No one from the audience expressed a desire to speak to the topic. Chairman Dean then declared the Public Hearing closed.

NEW BUSINESS

COUNTY COMMISSION – APPROVED EMPLOYEE RECOGNITION AND APPRECIATION PROGRAM AND RELATED 2018 BUDGET

Commissioner Harris made a motion to approve the Employee Recognition and Appreciation Program and related 2018 Budget. The motion had a provision that the County Commission can use the First Baptist Church for the employee recognition and appreciation luncheon if the location is approved by the Alabama Examiners of Public Accounts and authorized by the Chairman of the Montgomery County Commission. The motion was seconded by Vice Chairman

Walker and unanimously approved by the Commission. (Copies of Memorandum, Montgomery County ERAP, and Budget, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Singleton made a motion to approve the Appointment of Brian Shelton to the Pike Road Volunteer Fire Protection Authority. Mr. Shelton will replace Charles Williamson “Will” Barfoot for a term expiring March 1, 2020. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members’ Appointment Page, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 CALENDAR YEAR CONTRACT AGREEMENT WITH CROSBY DRINKARD GROUP, LLC, FOR GOVERNMENTAL AFFAIRS REPRESENTATION/CONSULTING SERVICES

Commissioner Harris made a motion to approve the 2019 Calendar Year Contract Agreement with Crosby Drunkard Group, LLC, for Governmental Affairs Representation/Consulting Services. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 through 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 PROPOSED LEGISLATIVE AGENDA

Commissioner Harris made a motion to approve the 2019 Proposed Legislative Agenda. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Legislative Bills, Agenda Pages 4-1 through 4-6, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION, AGREEMENT, AND DELEGATION OF AUTHORITY REGARDING THE EASTWOOD VILLA HOUSING REHABILITATION-PHASE 2 PROJECT, CDBG PROJECT NUMBER CY-CM-RR-18-017

Commissioner Singleton made a motion to adopt the Resolution, Agreement, and Delegation of Authority regarding the Eastwood Villa Housing Rehabilitation-Phase 2 Project, CDBG Project Number CY-CM-RR-18-017. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution, Delegation of Authority Sheet, Agreement and Support Documents, Agenda Pages 5-1 through 5-18, are attached to these Minutes.)

YOUTH FACILITY – APPROVED ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT FOR 2018-2019

Commissioner Singleton made a motion to approve the Alabama Department of Youth Services Grant/Subsidy Agreement for 2018-2019. The motion was seconded by Commissioner

Sankey and unanimously approved by the Commission. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter and Agreement, Agenda Pages 6-1 through 6-3, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE 2019 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY, FEBRUARY 22-24, 2019, AUTHORIZED BY ACT NO. 2012-256

Commissioner Singleton made a motion to adopt the Resolution Approving the 2019 Severe Weather Preparedness Sales Tax Holiday, February 22-24, 2019, Authorized by Act No. 2012-256. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Resolution, Memorandum, Email and Tax-Exempt Item Sheet, Agenda Pages 7-1 through 7-4, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH DIVERSIFIED COMPANIES, LLC, REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 3, 2019 AND ENDING ON JANUARY 2, 2020, FOR OFFSITE PRINTING OF NOTICES, CONTRACT NUMBER 51500-17B-006

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Diversified Companies, LLC, regarding a One (1) Year Extension, beginning January 3, 2019 and ending on January 2, 2020, for Offsite Printing of Notices, Contract Number 51500-17B-006. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2019 MEMBERSHIP DUES TO THE NATIONAL ASSOCIATION OF COUNTIES

Commissioner Harris made a motion to approve the Payment of the 2019 Membership Dues to the National Association of Counties (NACo). The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Invoice and Documents, Agenda Pages 9-1 through 9-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to Agencies included in the December 3, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously

approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the December 3, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Vice Chairman Walker made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION – NO ACTION WAS TAKEN ON MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

(Copy of Spreadsheet, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD IN THE AMOUNT OF \$1,640,966 TO NORRIS BUILDING COMPANY FOR JAIL SHOWER RENOVATIONS, GMC PROJECT NUMBER AMGM160069

Vice Chairman Walker made a motion to approve the Bid Award in the Amount of \$1,640,966 to Norris Building Company for Jail Shower Renovations, GMC Project Number AMGM160069. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Letter, Bid and Proposal, Agenda Pages 13-1 through 13-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BID AWARD TO STEPHENS CONSTRUCTION & CONCRETE FOR CRUSHED STONE, BID NUMBER 53000-19B-005

Commissioner Singleton made a motion to approve the Bid Award to Stephens Construction & Concrete for Crushed Stone, Bid Number 53000-19B-005. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bid and Agreement, Agenda Pages 14-1 through 14-5, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD TO UNIFORM MANUFACTURING, INC., FOR INMATE UNIFORMS, BID NUMBER 52200-19B-003

Commissioner Singleton made a motion to approve the Bid Award to Uniform Manufacturing, Inc., for Inmate Uniforms, Bid Number 52200-19B-003. The motion was seconded by

Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bids and Agreement, Agenda Pages 15-1 through 15-8, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BID AWARD TO VULCAN INC., DBA VULCAN SIGNS, FOR TRAFFIC SIGNAGE AND SUPPLIES, BID NUMBER 53104-19B-004

Commissioner Sankey made a motion to approve the Bid Award to Vulcan Inc., dba Vulcan Signs, for Traffic Signage and Supplies, Bid Number 53104-19B-004. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Agreement, Agenda Pages 16-1 through 16-5, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AWARD OF REQUEST FOR PROPOSAL (RFP) TO ALLIANCE INSURANCE GROUP TO ADMINISTER THE MONTGOMERY COUNTY COMMISSION’S FLEXIBLE SPENDING ACCOUNT/DEPENDENT CARE ACCOUNT/HEALTH REIMBURSEMENT ACCOUNT

Commissioner Singleton made a motion to approve the Award Request for the Proposal (RFP) to Alliance Insurance Group to Administer the Montgomery County Commission’s Flexible Spending Account/Dependent Care Account/Health Reimbursement Account. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter, Agreement and New Client Check List, Agenda Pages 17-1 through 17-14, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAYMENT APPLICATION FROM STALLINGS AND SONS, INC., FOR THE HVAC AND FIRE ALARM REPLACEMENT IN THE COURTHOUSE

Commissioner Singleton made a motion to approve the Final Payment Application from Stallings and Sons, Inc., for the HVAC and Fire Alarm Replacement in the Courthouse. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Certificate of Payment, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 4 TO THE MONTGOMERY HUMANE SOCIETY IN THE AMOUNT OF \$10,000 FOR PARTIAL FUNDING OF A SHELTER VEHICLE

Vice Chairman Walker made a motion to approve Budget Change Request Number 4 to the Montgomery Humane Society in the Amount of \$10,000 for Partial Funding of a Shelter Vehicle. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Youth Facility. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Administrative Support Associate, Position Number 500013229

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 21-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. Civil Engineer Tech III, Position Number 640629004
2. County Road Equipment Operator I, Position Number 620551021

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 22-1 and 22-2, are attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Customer Service Clerk, Position Number 750016002
2. Customer Service Clerk, Position Number 750016022

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

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Trainee, Position Number 550430172
2. Deputy Sheriff – Part-time, Position Number 550431194

Commissioner Sankey made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 24-1 and 24-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST (1)

1. Maintenance Mechanic, Position Number 260748051

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 25-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|-------------------------|
| 1. Probate Judge's Office | Request Number 2 |
| 2. Sheriff's Office | Request Numbers 7 and 8 |
| 3. Detention Facility | Request Number 1 |
| 4. Engineering Department | Request Numbers 4 and 5 |
| 5. Personnel Department | Request Number 3 |

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 the Travel/Training Requests, Agenda Pages 26-1 through 26-7, 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:

RISK MANAGEMENT – APPROVED TO EXERCISE OPTION ONE AND ADOPT AN AMENDMENT TO GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT WITH NATIONWIDE LIFE INSURANCE COMPANY

Commissioner Harris made a motion to approve to Exercise Option One and Adopt an Amendment to Group Flexible Purchase Payment Deferred Fixed Annuity Contract with Nationwide Life Insurance Company. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Letter and Documents, Agenda Pages 27-1 through 27-15, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NO. 7 TO MASTSEC, LLC. CONTRACT FOR SECURITY SERVICES BE EXTENDED FOR NINETY (90) DAYS, BEGINNING DECEMBER 1, 2018 AND ENDING ON FEBRUARY 28, 2019, WITH ALL OTHER PROVISIONS OF THE CONTRACT REMAINING THE SAME

Commissioner Harris made a motion approve Amendment No. 7 to MASTSEC, LLC. contract for security services be extended for ninety (90) days, beginning December 1, 2018 and ending on February 28, 2019, with all other provisions of the contract remaining the same. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 28-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND STAFF

Commissioner Singleton made remarks in reference to the Pike Road Fire & Protection Authorization Board member appointment. He then acknowledged the Jeff Davis High School Honor Society Students. He shared that two of his best friends had recently buried a child. Commissioner Singleton said they were both great kids but had made bad decisions. He advised the students to think before they make decisions and he thanked them for attending the meeting.

Commissioner Sankey said good morning and encouraged the citizens to continue to participate in County Government. He said we cannot have an open democracy without citizen participation. Commissioner stated that he is a proud graduate of Robert E. Lee High School. He thanked Ms. McKethern for bringing the students to the meeting. He recognized the President of the Honor Society, Ms. Naija Montgomery.

Vice Chairman Walker said she was glad to have the representatives of Robert E. Lee High School attend the meeting and thanked them for coming. She also reminded everyone that that December is a busy time of the year and that we should not allow ourselves to get too busy. Vice Chairman Walker said that her Christmas tree was up, and the gifts were wrapped. Again, she encouraged everyone not to get too busy and to take time to love on family, friends and colleagues.

Chairman Dean also said good morning to the students. He stated that he was pleased to see so many young ladies in the group and reminded everyone that women won a great percentage of the national elections this year. Chairman Dean encouraged the students to take advantage of their education for a better future. He said the Commission is supportive of public education. Chairman Dean also said that it is sad there are not enough funds to provide the exposure the students need to enhance their talents. He told the students to keep their heads up and stay focused. He invited them to come back for other meetings.

Commissioner Harris said good morning and that he was happy to see the students from Jeff Davis High School in the meeting. He said it was important for them to learn the elements of government at an early age and to know how decisions are made that effect daily lives. Commissioner Harris said that he helped sponsor a Cultural Exchange Program at Jeff Davis High School.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY PRESIDING CIRCUIT JUDGE JOHNNY HARDWICK FIFTEENTH JUDICIAL CIRCUIT

Presiding Circuit Judge Johnny Hardwick, Fifteenth Judicial Circuit, presented a request for Partial Funding for a Part-Time Retired Judge to Assist in Hearing Cases brought before the Juvenile Division of the Family Court and request for an Amendment to the Memorandum of Understanding (MOU) with the Administrative Office of Courts concerning the Contract for the Existing Juvenile Court Referee.

Judge Hardwick proposed that the \$60,000 salary for the Part-Time Retired Judge be split equally between the Administrative Office of Courts, Department of Human Resources (DHR), Montgomery County Commission and the 15th Judicial Circuit Court. After discussion, Commissioner Harris requested that the Commission delay taking action on the funding until they know what amount DHR will fund, and his fellow Commissioners concurred. After discussion, the Commission agreed to place the Memorandum of Understanding (MOU) with the Alabama Office of Courts on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from William E. Powell with Southeastern Livestock Exposition (SLE) regarding the 2019 SLE Rodeo and Livestock Week and requesting \$20,000 for the Event. After discussion, the Commission agreed to place this item on a January 2019 agenda in the amount of \$20,000 from the Joint Designated Revenue Account.

Vice Chairman Walker requested funding for MEOW Cares, Inc., for its Music and Art Education Programs. She informed her fellow Commissioners that this organization is doing a wonderful job and that they are expanding into the Pike Road area. She suggested funding the same as last year. After discussion, the Commission agreed to place this item on a January 2019 agenda in the amount of \$12,000 from the Joint Designated Revenue Account.

Administrator Mims presented a letter from Marketing/Public Relations Specialist Felicia Taylor with Alabama State University requesting \$25,000 for the ACT Prep Academy of Academic Excellence Program. After discussion, the Commission agreed to have Ms. Taylor come to a future meeting to clarify her funding request.

Administrator Mims presented a Brochure from Alpha Upsilon Lambda Chapter Education Foundation regarding the 23rd Annual Martin Luther King, Jr., Memorial Scholarship Breakfast. After discussion, the Commission agreed to place this item on a January 2019 agenda in the amount of \$2,500 from the Joint Designated Revenue Account.

Administrator Mims presented an email from Vice President and Alabama Representative Justus Armstrong with Youth Infrastructure Coalition requesting to meet with the Commission concerning Interstate 14 Project. No action was taken by the Commission.

Administrator Mims presented information regarding the Montgomery Humane Society.

Administrator Mims presented an email from County Attorney Gallion requesting an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for Legal Services for the Three-Year Period March 7, 2019 – March 6, 2022. After discussion, the Commission agreed to place an Agreement for a one-year period on the next agenda.

Administrator Mims presented a letter from Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority requesting \$90,000 for one-third of the Preliminary Engineering Design and Environmental Assessment cost for a runway extension project. After discussion, the Commission agreed to place this item in the next Briefing Memo.

Administrator Mims presented a funding request from CEO Doris Crenshaw with The Southern Youth Leadership Development Institute (SYLDI) in the amount of \$35,000 for their Summer Program. After discussion, the Commission agreed to place this item on a January 2019 agenda for \$12,500 from the Joint Designated Revenue Account, with the stipulation that this will be the last year it is funded.

Administrator Mims presented a letter from Executive Director Cynthia Brown with the Heritage Training and Career Center requesting \$25,000 for the Program. Commissioner Harris expressed concern that the organization cannot do a great job with so many different programs being provided. The Commission took no action.

RESENTATION BY GRANT MANAGER LESLIE YORK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Grant Manager Leslie York with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a proposed Land and Water Conservation Fund (LWCF) grant application for the Montgomery County Activity Center in Grady. She informed the Commission that the grant requires a 50/50 cash match, which would be \$50,000 based on the proposed budget of \$100,000. After discussion, the Commission agreed to place this item on the next agenda and have a public hearing at the next meeting.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims stated that some trees in the Montgomery Industrial Park needed to be replaced. The Commission agreed to discuss this issue at the next meeting.

Administrator Mims distributed documents in reference to a meeting with the Alabama Department of Revenue on November 29, 2018, regarding local property tax issues. (Copies of Documents, Agenda Pages 29-1 through 29-7, are attached to these minutes.)

ADJOURNMENT

Commissioner Singleton made a motion to adjourn the meeting of the Montgomery County Commission on December 3, 2018, at 11:48 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-18

Check Number	To	Check Number
283090		283139
Total Checks Paid		\$877,509.15

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

Poll Workers Check Numbers 282664-283089

EFT's included in amount

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-18

Check Number	To	Check Number
283140		283211
Total Checks Paid		\$571,531.07

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

EFT's included in amount

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-18

Check Number	To	Check Number
283212		283235
Total Checks Paid		\$92,550.00

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

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-21-18

Check Number	To	Check Number
283236		283254
Total Checks Paid		\$23,110.69

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

Reissue Poll Worker Check (#283236)

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-21-18

Check Number	To	Check Number
283255		283325
Total Checks Paid		\$455,485.76

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

EFT's included in amount

12/3/18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/21/18

Payroll Check Number	131188	To	Payroll Check Number	131248	\$	46,373.18
Direct Deposits					\$	891,866.19
Payroll Check Number	131249	To	Payroll Check Number	131268	\$	259,857.13
Direct Deposits					\$	404,725.43
Federal Deposits					\$	308,893.57
Total Payroll Paid					\$	1,911,715.50

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

Public Hearing regarding Consideration of Establishment of the Montgomery County End-of-Year Employee Recognition and Appreciation Program

Pursuant to Amendment 909 of the Constitution of Alabama of 1901, the Montgomery County Commission (“MCC”) is considering the establishment of the Montgomery County End-of-Year Employee Recognition and Appreciation Program (“ERAP”) to express its appreciation to the dedicated employees of Montgomery County and to recognize those employees who have reached significant milestones in their years of service.

The scope of the ERAP is as follows:

1. A luncheon to be held once per year in the month of December.
2. The luncheon will be held during the regular business hours of the MCC, at a premise or property owned or under the authority of the MCC.
3. An invitation to attend the luncheon will be extended, via email, to all employees of the MCC.
4. At the luncheon, employees of the MCC will receive a catered lunch, including a meal, beverages and dessert. The meal may be served either plated or buffet style.
5. The luncheon will follow a pre-determined program or agenda that includes, at minimum, the following:
 - Remarks by the Chair of the MCC (or his/her designee) on the state of the county, including updates on any information pertinent to county employees.
 - A presentation by members of the MCC of plaques and/or certificates to any employee of the MCC that has 1) celebrated a 5 year-incremental employment anniversary since the preceding 12-month period, 2) has maintained perfect attendance during the preceding 12-month period, or 3) any other recognition established hereafter by the MCC.

The MCC shall cover all costs associated with the luncheon including meal catering, beverages, utensils, plaques, certificates and other incidental costs. The County Administrator shall create a budget for the ERAP, and such budget must come before the MCC for approval prior to the expenditure of any funds related to program. Further, the MCC shall maintain detailed records of all disbursements associated with the planning and execution of the ERAP, which will be subject to review by the Alabama Department of Examiners.

The MCC reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the MCC shall not make any additions or in any way expand the ERAP without first following the notice procedures as outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator



SUBJECT: Employee Recognition and Appreciation Luncheon

At its last meeting, the Commission discussed an employee appreciation luncheon authorized by Amendment 909. A public hearing on this matter is scheduled during the formal session of the Commission meeting on December 3, 2018.

I request approval of the attached Montgomery County End-of-Year Employee Recognition and Appreciation Program and Budget.

Montgomery County End-of-Year Employee Recognition and Appreciation Program

Pursuant to Amendment 909 of the Constitution of Alabama of 1901, the Montgomery County Commission ("MCC") does hereby establish the Montgomery County End-of-Year Employee Recognition and Appreciation Program ("ERAP") to express its appreciation to the dedicated employees of Montgomery County and to recognize those employees who have reached significant milestones in their years of service.

The scope of the ERAP is as follows:

1. A luncheon to be held once per year in the month of December.
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4. At the luncheon, employees of the MCC will receive a catered lunch, including a meal, beverages and dessert. The meal may be served either plated or buffet style.
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 - Remarks by the Chair of the MCC (or his/her designee) on the state of the county, including updates on any information pertinent to county employees.
 - A presentation by members of the MCC of plaques and/or certificates to any employee of the MCC that has 1) celebrated a 5 year-incremental employment anniversary since the preceding 12-month period, 2) has maintained perfect attendance during the preceding 12-month period, or 3) any other recognition established hereafter by the MCC.

The MCC shall cover all costs associated with the luncheon including meal catering, beverages, utensils, plaques, certificates and other incidental costs. The County Administrator shall create a budget for the ERAP, and such budget must come before the MCC for approval prior to the expenditure of any funds related to program. Further, the MCC shall maintain detailed records of all disbursements associated with the planning and execution of the ERAP, which will be subject to review by the Alabama Department of Examiners.

The MCC reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the MCC shall not make any additions or in any way expand the ERAP without first following the notice procedures as outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

Employee Christmas Luncheon Budget

Catering	\$8,800.00
Paper Products	150.00
Floor Protection	150.00
<u>Table Decorations</u>	<u>100.00</u>
Total	\$9,200.00

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

AGENDA

DEC - 3 2018

November 20, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Appointment

The Montgomery County Commission, at its meeting on November 19, 2018, agreed to place on the next agenda the appointment of Brian Shelton to the Pike Road Volunteer Fire Protection Authority at the request of Commissioner Singleton. Mr. Shelton will replace Charles Williamson "Will" Barfoot for a term expiring March 1, 2020.

I am requesting approval of this item.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

David Livingston
13715 Old Pike Road
Mathews, AL 36052
Cell: 334-657-2013
Office: 334 281-6303
Jlivings41960@hotmail.com

3/1/2023

Jimmy Grubbs
10608 Old Pike Road
Mathews, AL. 36052
334-288-6051 home
334-315-7007 cell

3/1/2019

Colonel James "Jim" R. Miller
3255 Mathews Road
Mathews, AL 36052
Home: 288-1694
Cell: 538-9483
meandhd@bellsouth.net

3/1/2021

* Charles Williamson "Will" Barfoot
HOME: 4280 Wallahatchie Road
Pike Road, AL. 36064
(Home) 334-271-0713
(Cell) 334-315-3426
WORK: 608 South Hull Street
Montgomery, AL. 36104
(Work) 334-834-3444
cwb@barfootschoettker.com

3/1/2020

Angie Bradsher
51 Waters View Drive
Pike Road, Alabama 36064
Cell: (334) 318-6274
angiebradsher@yahoo.com

3/1/2020

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years

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

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract Agreement with the Crosby Drinkard Group, LLC

The Montgomery County Commission, at its meeting on November 19, 2018, agreed to place on the next agenda the 2019 Calendar Year Contract Agreement with Crosby Drinkard Group, LLC, regarding Governmental Affairs Consulting Services and increase the contract from \$67,500 to \$77,500.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

CONTRACT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2019 and shall terminate December 31, 2019.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$77,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.

7. **Confidentiality.** CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.
8. **Modification.** No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. **Entire Agreement.** This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the ____ day of _____, 2018.

Crosby Drinkard Group, LLC

Montgomery County Commission

Cassandra Crosby

Elton N. Dean, Sr., Chairman

Ron Drinkard

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

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims *DLM*
County Administrator
SUBJECT: 2019 Legislative Agenda

Cassandra Crosby with Crosby Drinkard Group, LLC, briefed the Commission during the November 19, 2018 meeting regarding the proposed 2019 Legislative Agenda. Attached are the following draft bills that the Commission agreed to be considered for the 2019 Regular Session of the Alabama Legislature.

1. County Commissioners' Expense Allowance Bill (Page 1-1)
2. Sheriff's Expense Allowance Bill (Page 2-1)

The County Commission discussed a proposed Airport Authority Board Member Appointments Bill and it was agreed that further work needed to be performed in developing a final bill.

Subsequent to the Commission meeting on November 19, 2018, a revised County Commissioners' Expense Allowance Bill has been drafted, which states, "Effective commencing the next term of office after any expense allowance is approved by the county commission pursuant to subsection (a), the salary of the members of the county commission shall be increased by the amount of the expense allowance granted pursuant to subsection (a) and subsection (a) expense allowance shall be null and void." (A blue copy of this revised bill is attached – Page 3-1)

We will be discussing this proposed revised County Commissioners' Expense Allowance Bill on Monday morning and consider approval of this revised bill.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

A BILL
TO BE ENTITLED

AN ACT

Relating to Montgomery County; providing for an additional expense allowance for the members of the county commission.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Each member of the Montgomery County Commission, upon approval by the commission by a recorded roll call vote, shall receive an additional expense allowance in an amount of up to five hundred dollars (\$500) per month to be paid out of the county general fund. This expense allowance shall be in addition to any and all other compensation, salary, and expense allowances provided for by law.

Section 2. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

1 196174-1 : n : 11/15/2018 : FC / tj LSA2018-3041

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A BILL

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TO BE ENTITLED

11

AN ACT

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13

Relating to Montgomery County; to provide further

14

for the compensation and expense allowance of the sheriff; and

15

to repeal Act 2015-263 of the 2015 Regular Session effective

16

the next term of office of the sheriff.

17

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18

Section 1. The Sheriff of Montgomery County shall

19

receive an expense allowance of twenty thousand dollars

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(\$20,000) per year, payable in equal monthly installments from

21

the general fund of the county. This expense allowance shall

22

be in addition to all other compensation or benefits granted

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to the sheriff and may be treated as compensation for

24

retirement contributions.

25

Section 2. Effective beginning the next term of

26

office, the annual salary of the Sheriff of Montgomery County

27

shall be one hundred fifty-five thousand dollars (\$155,000)

1 and the expense allowance provided for in Section 1 shall
2 become null and void.

3 Section 3. All laws or parts of laws which conflict
4 with this act are repealed. Effective beginning the next term
5 of office of the Sheriff of Montgomery County, Act 2015-263 of
6 the 2015 Regular Session is repealed.

7 Section 4. This act shall become effective on the
8 first day of the first month following its passage and
9 approval by the Governor, or its otherwise becoming law.

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; providing for an
14 additional expense allowance and salary for the members of the
15 county commission.

16 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

17 Section 1. (a) Each member of the Montgomery County
18 Commission, upon approval by the commission by a recorded roll
19 call vote, shall receive an additional expense allowance in an
20 amount of up to five hundred dollars (\$500) per month to be
21 paid out of the county general fund. This expense allowance
22 shall be in addition to any and all other compensation,
23 salary, and expense allowances provided for by law.

24 (b) Effective commencing the next term of office
25 after any expense allowance is approved by the county
26 commission pursuant to subsection (a), the salary of the
27 members of the county commission shall be increased by the

1 amount of the expense allowance granted pursuant to subsection
2 (a) and subsection (a) shall be null and void.

3 Section 2. This act shall become effective
4 immediately following its passage and approval by the
5 Governor, or its otherwise becoming law.

DEC - 3 2018



Central Alabama Regional Planning and Development Commission

Jiles Williams, Jr.
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: November 14, 2018

RE: CDBG Project No. CY-CM-RR-18-017
Eastwood Villa Housing Rehabilitation – Phase 2
CARPDC Agreement & Delegation of Authority

As you are aware, the 2018 CDBG grant application for housing rehabilitation in the Eastwood Villa community has been recently approved by ADECA. I am therefore attaching an Agreement and authorizing Resolution for consideration between CARPDC and Montgomery County Commission for grant administration and housing inspection services. With the previous grant in Eastwood Villa the County also executed a Delegation of Authority (also attached) for CARPDC to act as the “Agent” for complete administration including payment of all invoices for the project. As a reminder from that previous grant project, the County Commission’s finance office will only need to receive and deposit State checks and then process them out by cutting checks to CARPDC for the full amount of the checks received so that we can then process payments.

I am requesting that this information be placed on the work session agenda for the 11/19/2018 meeting so that I may brief the Commissioners. If all goes well, I look forward to approval of the Resolution, Agreement, and Delegation of Authority at the 12/3/2018 meeting. Therefore, please accept the attached documents for presentation at Monday’s meeting. Thank you for your consideration and please let me know if you have questions.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-CM-RR-18-017 for housing rehabilitation improvements to approved households in the Eastwood Villa community of the County, as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC for complete administration of the project as well as execute a Delegation of Authority allowing for such.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2018 CDBG Project No. CY-CM-RR-18-017, which will provide housing rehabilitation improvements for approved homeowners in the Eastwood Villa community, has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

SECTION 2. That the Montgomery County Commission execute a Delegation of Authority allowing CARPDC to provide complete administration of the project and enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this the 3rd day of December, 2018.

ATTEST:

Elton N. Dean, Sr.
Chairman

Donald Mims
County Administrator

DELEGATION OF AUTHORITY
between the
Montgomery County Commission
and the
Central Alabama Regional Planning and Development Commission

By means of this **Delegation of Authority**, the Montgomery County Commission (County) hereby authorizes the Central Alabama Regional Planning and Development Commission (CARPDC) to act as the Agent for the complete administration of the Eastwood Villa Housing Rehabilitation Project (Project) funded by the Community Development Block Grant (CDBG) – Grant Number CY-CM-RR-18-017. Such administration is inclusive of all funding involved in the project, including the client participation or “Match” funds. The delegation is based on the following terms and conditions:

1. The agreement subject to this delegation is specifically and exclusively for the above-referenced project.
2. The duties and responsibilities transferred to CARPDC as a result of this delegation includes general program compliance, Housing and Urban Development (HUD) and State of Alabama coordination, monitoring reviews, comprehensive financial management and controls and record keeping.
3. The effective date of this delegation is **December 3, 2018** and will remain in effect until such time as either or both parties formally dissolve this delegation or such time of the complete expenditure of the Project's grant funds.
4. The authority delegated herein is not subject to sub-delegation without the County's prior and express written consent.
5. This delegation is made pursuant to Montgomery County Commission approval.

IN WITNESS WHEREOF, the County and CARPDC have caused this delegation to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald L. Mims
County Administrator

Leslie York

STATE OF ALABAMA

MONTGOMERY, ALABAMA

AGREEMENT

between the

Montgomery County Commission

and the

Central Alabama Regional Planning and Development Commission

THIS AGREEMENT is entered into as of this 3rd day of **December 2018**, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration and housing inspection services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-18-017**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

General Administration

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.
4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.
5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:
 - A. review of all contracts and subcontracts for inclusion of compliance language;
 - B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and
 - C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.
6. Prepare, for the County's approval, all administrative reports, which are required by ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.
7. Monitor the CDBG Project for compliance with labor, if applicable, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/ subcontractor payrolls, construction signs and taking photographs to document signage.
8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.
9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.
10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.
11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.
12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference, if applicable.

Housing Rehabilitation Inspection

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project housing rehabilitation inspection services hereinafter described. CARPDC further agrees that the project housing rehabilitation inspection services performed under this Agreement shall satisfy the requirements of ADECA.

CARPDC shall:

1. Inspect each housing unit identified by the CDBG project administrator as eligible for housing rehabilitation assistance under the terms of the contract, to determine the type and estimated cost of the work necessary to bring the property into compliance with existing codes/guidelines, and lead-based paint hazards compliance. Complete a needs assessment based on the program's guidelines and provide a corresponding estimated cost.
2. Meet with the homeowner/tenant to discuss the proposed rehabilitation work to be completed and obtain feedback and document concerns/recommendations.
3. Ensure all rehabilitation contractors have on-file with CARPDC all current and appropriate licenses and insurances, are E-verified, and cross referenced through the System for Award Management at www.SAM.gov making sure none are debarred from performing government-funded work.
4. Prepare bid documents (scopes of work) based on the needs assessment and form construction bid packages. Will ensure all state procurement rules and regulations are adhered to. Will receive bid responses from all qualified contractors and issue Authorizations to Proceed based on winning bids.
5. Conduct preconstruction meetings with bid-winning contractor to ensure objectives and timeframes are understood and adhered to. Also be responsible for the execution of the rehabilitation contract between the homeowner and bid-winning contractor.
6. Periodically inspect the rehabilitation contractor's work in-progress and make report of findings, if applicable. Prepares punch list of deficient items for contractor.
7. Analyze requested change orders and approve or disapprove those requests. If approved, will ensure change orders are adequately funded and inform homeowner as necessary.
8. Submit to the project administrator contractor invoices for payment on each completed and approved housing unit. An approved final inspection and other required close out documents are a prerequisite for contractor payment. In recommending payment of the final invoice, the Inspector will submit an approved final written inspection.
9. Attend County meetings and report on the progress of the project as needed and/or requested.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate

and report all County decisions pertaining to the CDBG Project to CARPDC.

2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.
4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code, to a specifically established project code for this project, all project related transactions within the County's accounting program/system.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.
8. Provide for all necessary engineering services on the CDBG Project, if applicable.
9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA CDBG project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or

agent of the locality who exercises any functions or responsibilities in connection with the planning, implementation, and housing inspection of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Administration Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the administration services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00.

2. Total Housing Rehabilitation Inspection Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all service delivery costs attributable to items identified under SCOPE OF SERVICES, Housing Rehabilitation Inspection, at the rate of \$1,800.00 per house rehabilitated through the project.

3. Method of Payment

Payment shall be made by the County upon presentation of written statements certifying that such amounts are due and payable. Any and all invoices shall be paid with CDBG grant funds immediately upon receipt of State funds received through the State's drawdown process.

4. Inspections and Audits

At any time during normal business hours and as often as the County, ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of five (5) years following completion of the CDBG Project.

5. Assignability

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. Termination for Convenience

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to administration compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than \$32,000.00. In addition, CARPDC shall be entitled to housing rehabilitation inspection compensation that correlates to the number of houses rehabilitated, but not more than \$1,800.00 per house completed.

2. Termination of Contract for Cause/Breach of Contract

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agree to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald L. Mims
County Administrator

Leslie York

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and

hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares.

These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 agency, a Member of Congress, an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

12. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. Age Discrimination Act of 1975 (for Contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeCounty Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.

- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

By signing this contract, grant, or other agreement, 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.

MCYF

Memo

To: Donald L. Mims, County Administrator

From: Beverly Riddle Wise, Acting Juvenile Court Administrator *BRW*

cc: Brandi K. Alexander, Juvenile Detention Director

Date: November 14, 2018

Re: Department of Youth Services Grant/Subsidy Agreement for 2018-2019

Please see attached Agreement for the Montgomery County Commission to accept the award of \$170,264.00. The DYS funds will provide for one detention bed from each of the following counties: Autauga, Butler, Elmore, Monroe, and Montgomery. The funds are formula driven by Legislative Act 17-228.

Please place this item on the next agenda. Thank you.

State of Alabama

KAY IVEY
GOVERNOR



STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

November 5, 2018

MS Beverly Riddle Wise
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear MS Wise:

Please find the enclosed FY 2019 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 18-354. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mount Meigs, AL 36057

Sincerely,

LeTonya Bowman
Accounting Director

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2018 – 2019**

The Alabama Department of Youth Services hereby awards to **Montgomery County Commission** (hereinafter called Recipient) the total amount of **One hundred seventy thousand, two hundred, sixty-four and no/100 dollars (\$170,264.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Autauga, Butler, Elmore, Monroe, Montgomery**. These funds are formula driven by Legislative Act 18-354 as summarized in the table below.

#	#	Part I	Part II			2010 U S Census
Beds	COs	\$14,000 per county			FY19 TOTAL	Combined County Population
52	5	70,000	100,264		170,264	407,252

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2018.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN FEBRUARY 2019, AS AUTHORIZED
BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by Code of Alabama 1975, § 11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2019 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 22, 2019 and ending at twelve midnight on Sunday, February 24, 2019.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the December 3, 2018 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 3rd day of December, 2018.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 3rd day of December, 2018.

Elton N. Dean, Sr.
Chairman

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

MEMORANDUM

DATE: November 14, 2018

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager *Terri Henderson*
11/14/2018 *Sherrill Thomas*
11-14-18

RE: **2019 Severe Weather Preparedness Tax Holiday, February 22-24, 2019**

Please see copy of the emailed notice attached from the State of Alabama Department of Revenue ("ADOR") dated November 7, 2018 specific to the 2019 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2019 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of **February 22-24, 2019**. A quick reference sheet of exempt items printed from the ADOR website is also attached.

If we are going to participate in the 2019 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on November 19, 2018 or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on December 3, 2018. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2019 will be due back to the ADOR before or **not later than the January 22, 2019** deadline.

Please note the 2019 Severe Weather Preparedness Tax Holiday is in addition to the 2019 Back To School Sales Tax Holiday, which should be subsequently scheduled for the third full weekend in July, 2019, or the weekend of July 19-21, 2019. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

tah/attachments

Terri Henderson

From: Robbins, Wanda <Wanda.Robbins@revenue.alabama.gov>
Sent: Wednesday, November 7, 2018 4:48 PM
To: Terri Henderson
Subject: 2019 Severe Weather Preparedness Sales Tax Holiday

November 7, 2018

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2019 Severe Weather Preparedness Tax Holiday February 22-24, 2019

Deadline to notify ADOR: January 22, 2019

The 2019 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 22, 2019, and ends at twelve midnight on Sunday, February 24, 2019. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 22, 2019. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays>

**Your taxpayers want to know if your locality will participate
in the 2019 Weather Preparedness Tax Holiday.**

ACTION REQUIRED:

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 22, 2019.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.
(Sample Ord/Res here: <https://revenue.alabama.gov/sales-use/local-government-forms/>)

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Wanda Robbins, Room 4311
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbs@revenue.alabama.gov



2019 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its seventh annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 22, 2019 at 12:01 a.m. and ending Sunday, February 24, 2019 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax **may** apply.

For more information, **contact us** 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - \$60 or Less, per ITEM		
EXEMPT:		
• AAA-cell batteries • AA-cell batteries • C-cell batteries • D-cell batteries • 6-volt batteries • 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks	• Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener	• Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
• Coin batteries • Automobile and boat batteries		

A single purchase with a sales price of \$1000 or Less

EXEMPT:

Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

DEC - 3 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{MLS}

DATE: November 7, 2018

RE: Contract No. 51500-17B-006
Offsite Printing of Notices

I request that the attached Amendment No. 2 to Diversified Companies, LLC contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 3, 2019 and ending on January 2, 2020.

Diversified Companies, LLC would like to increase prices by 2.8965% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Janet Buskey, Revenue Commissioner.

Attachment

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

**Amendment
To
Contract # 51500-17B-006**

Amendment No. 2

Contract with Diversified Companies, LLC of Montgomery for offsite printing of notices is hereby extended for one (1) year, beginning January 3, 2019 and ending January 2, 2020.

Prices will increase by 2.8965%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x832
Direct: 202.661.8832
Fax: 866.467.1825
EIN# 53-0190321

AGENDA

DEC - 3 2018

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice

Invoice #: 219338
Invoice Date: 10/26/2018

Description

Dues Amount

County Membership Dues

01/01/2019 - 12/31/2019

\$4,587

Thank you for your continued membership in NACo! Your membership enables your county to:

- make an impact on federal policy advocacy,
- access cost-saving solutions,
- connect with best practices & research, and
- impact change on national committees.

Attached to this invoice is your county's NACo Member Benefit Blueprint. This report details current benefits your county receives and provides information on getting more involved.

Thank you, again, for your continued NACo membership! If you need additional information, please contact the Membership team at membership@naco.org or 1-888-407-NACo (6226).

Amount Paid: \$0

Amount Due: \$4,587

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

ID: 1101
Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 219338

Remit Payment To:
National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) – 021052053 Account # 93404817



MTGV CO. COMMISS
NOV 9 '18 AMB:47

Thank you so much for your continued NACo membership!

NACo is your national organization, representing counties in Washington, D.C., just as your state association represents you in the state capital.

NACo provides value to our member counties through:

- Federal Policy Advocacy
- Cost-Saving Solutions
- County Centered Learning & Research
- Member Engagement and Networks

Your membership in NACo connects you with an important support network to help you excel in county government. The ways in which your county is getting value are listed on the enclosed Member Benefits Blueprint.

Let us know if...

- You are not the right person to receive this invoice and kindly share with us who should receive the invoice.
- This invoice does not line up well with your fiscal year or if you anticipate issues with paying your invoice.
- You want to learn about additional ways in which your county and your residents can utilize NACo's many services and programs.

For billing specific questions, contact John Losh, member outreach manager at jlosh@naco.org or call toll free at 1.888.407.NACo (6226) Ext. 832.

We value your membership and will work with you in any way we can to support your needs.

Thank you!

Kimberly A. Hall
Director of Membership
khall@naco.org
202.942.4221

NACo Member

BENEFIT BLUEPRINT



Montgomery County, AL - Annual Dues: \$ 4,587.00

The National Association of Counties (NACo) is your organization, representing counties in Washington, D.C. just as your state association represents you in the state capital. This report highlights your county's current benefits and additional ways to maximize NACo membership.

Federal Policy Advocacy

NACo works to preserve local decision making, strengthen the federal-state-local partnership and stave off unfunded mandates and local preemption in our nation's capital. Below is funding your county receives as a result of NACo's advocacy efforts:

Year	PILT	SCAAP	CDBG	HOME	SRS	USDA RD
2017	\$2,056	TBD			TBD	TBD
2016	\$2,011	\$7,388				\$711,566
2015	\$1,819	\$7,413				\$640,845

Cost-Saving Solutions

NACo's cost-saving solutions are designed to save taxpayer dollars and protect critical resources for your county. Visit www.naco.org/cost-savings to learn about our current programs.



**Conference & Professional
Development Savings**

Total Saved: \$4,275



Subscription Savings

Total Saved: \$950



Nationwide®
is on your side

Deferred compensation participant

National Committee Participation

NACo members inform national policy and help solve problems impacting counties through our 31 committees, caucuses or task forces. Strengthen America's counties and NACo by joining a committee today at www.naco.org/getinvolved.

Committee	Position	Member
Community, Economic and Workforce Development Steering Committee	Member	Isaiah Sankey
Telecommunications and Technology Steering Committee	Member	Daniel Harris

Program Participation & Recognition

9-3

NACo delivers groundbreaking programs for counties. Explore our learning opportunities at <https://www.naco.org/resources/education-training>. NACo's Achievement Award Program is a non-competitive awards program that recognizes innovative county government programs. To learn more and apply, please visit www.naco.org/achievementawards.



Participating County

Thank you for your membership. Please contact the NACo membership team with questions at membership@naco.org or 888.407.NACo (6226).

DEC - 3 2018

DEC - 3 2018

[illegible]

10-1

DEC - 3 2018

Small 2. Wins 12/3/18

DEC - 3 2018

12-1

DEC - 3 2018

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Jail Shower Renovation Bid Award

I request that award of the Bid for renovation of the jail showers in Jail II be awarded to Norris Building Company, per the attached recommendation of Goodwyn, Mills and Cawood, and related contracts be placed on a future agenda. (Copy of Letter and Tabulation of Bids attached.)

Attachments



Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

November 15, 2018

Mr. Donald Mims, County Administrator
MONTGOMERY COUNTY COMMISSION
P.O. Box 1667
Montgomery, AL 36102

REFERENCE: **SHOWER REPAIR – BID & POSSIBLE V.E. ITEMS**

PROJECT: SHOWER RENOVATION AT THE MONTGOMERY COUNTY DETENTION FACILITY
MONTGOMERY, ALABAMA
GMC PROJECT NO.: AMGM160069

Dear Mr. Mims:

We received the bids for this project on October 18, 2018. Attached to this letter is the certified bid tab that conveys the results of the bids that were received on this day. Norris Building Company is the apparent low bidder with a construction cost of \$1,805,660. As you are aware, this amount is considerably higher than the anticipated budget of \$1,125,000.00. Based on these results, we began discussions with the apparent low bidder and their selected subcontractors to see what items could be offered up for value engineering (VE) on this project. Their list of possible VE items is attached to this letter.

We have conducted several meetings and phone calls with both the contractor and their subcontractors to properly evaluate these VE items and confirm that these items will not affect the overall project's objectives and the desired quality to be achieved. After these discussions, we would recommend the Owner accept items 1-5 on the attached list. It is also our recommendation to pull the cost for the new floor drains from the project since these drains will likely not be required once the shower repairs are complete. However, we do see that the trench drains will provide a great benefit to the overall project objective of containing the water within the shower units for the Booking Department in the county jail. Thus, we recommend that the Owner not accept the cost to remove the trench drains from the project.

The total cost of VE items based on our recommendations above and the prices we have received from the contractor comes to \$164,694.00, thus the new cost of construction would then be \$1,640,966.00. If you find this price acceptable, please notify us and we will begin drafting the contract for construction with Norris Building Company.

We appreciate the opportunity to help resolve this matter for the county and its employees. Please let us know if you have any questions or concerns regarding this project.

Sincerely,
GOODWYN MILLS & CAWOOD, INC.



Freddie E. Lynn, Jr., AIA
Senior Vice President

cc: Bill Wallace, Chris Murphy, David Langford

Building Communities

MONTGOMERY COUNTY JAIL
SHOWER RENOVATIONS
FOR THE MONTGOMERY COUNTY
COMMISSION
MONTGOMERY, ALABAMA
GMC PROJ. NO. AMGM160069

BID DATE: October 18, 2018

2:00 PM

Page 1 of 1

BASE BID:

TOTAL:

Beadley Construction Services, Inc.	Norris Building Co., Inc.	Russell Construction Co. of Alabama	Stallings & Sons, Inc.
8560 Tuskegee Street Montgomery, AL 36107	PO Box 20657 Montgomery, AL 36120	1616 Mt. Meigs Road Montgomery, AL 36107	1140 Newell Parkway Montgomery, AL 36110
AL LICENSE NO.: BID BOND BY:	AL LICENSE NO.: 11575 BID BOND BY: Hartford Accident & Indemnity Co.	AL LICENSE NO.: 14973 BID BOND BY: Hartford Accident & Indemnity Co.	AL LICENSE NO.: 12809 BID BOND BY: Travelers Casualty & Surety Co.
NOTATIONS: No Bid Received	NOTATIONS: None	NOTATIONS: None	NOTATIONS: None
☐ PROPOSAL FORM	☒ PROPOSAL FORM	☒ PROPOSAL FORM	☒ PROPOSAL FORM
☐ BID BOND	☒ BID BOND	☒ BID BOND	☒ BID BOND
☒ ATTACHMENT A	☒ ATTACHMENT A	☒ ATTACHMENT A	☒ ATTACHMENT A
☒ ATTACHMENT B	☒ ATTACHMENT B	☒ ATTACHMENT B	☒ ATTACHMENT B
☒ ATTACHMENT C	☒ ATTACHMENT C	☒ ATTACHMENT C	☒ ATTACHMENT C
☐ E-VERIFY	☒ E-VERIFY	☒ E-VERIFY	☒ E-VERIFY
☐ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2
BIDS	BIDS	BIDS	BIDS
NOTATIONS	NOTATIONS	NOTATIONS	NOTATIONS
SUB-TOTALS	SUB-TOTALS	SUB-TOTALS	SUB-TOTALS
	\$ 1,805,660	\$ 2,112,824	\$ 1,897,100
NO BID RECEIVED	\$1,805,660	\$2,112,824	\$1,897,100

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project

Gregory P. (Chuck) Jones, AIA
Gregory P. (Chuck) Jones, AIA
Alabama Registration No. 3683

Sworn before me this 18th day of October, 2018

Julie Nelson
Julie Nelson
My commission expires July 21, 2021



13-3



Montgomery County Jail Renovation

Proposed Value Engineering

Revised date of 11/13/18

- | | |
|--|-------------------|
| 1. Change floor leveling from Ardex K-15 to Laticrete NXT level: | Deduct \$11,018 |
| 2. Change stainless steel exhaust duct to aluminum: | Deduct \$16,381 |
| 3. Change 13 each shower units from SH-1 to SH-2: | (-) 41,250 |
| Delete welding on interior of 13 each SH-1: | <u>(-) 15,000</u> |
| Total deduct: | \$56,250 |
| 4. Delete welding on the interior of the 27 each knock down shower units. Use bolts for connection of panels. This count includes 15 each SH-1 , 6 each SH-3 and 6 each SH-4 shower units: | Deduct \$31,200 |
| 5. Delete all plumbing mixing valves: | Deduct \$6,300 |
| Proposed unit price to add back mixing valves: | Add \$90.00/each |

Information Requested:

- | | |
|-------------------------------|----------|
| 1. Cost of new floor drains: | \$43,545 |
| 2. Cost of new trench drains: | \$29,540 |

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: November 8, 2018

RE: Invitation to Bid No. 53000-19B-005
Crushed Stone

I request approval of award on the above referenced Invitation to Bid, to the only bid of Stephens Construction & Concrete in the amount of \$267.25, based on unit pricing for crushed stone, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with George Speake, County Engineer.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 15 BIDS MAILED																	
INVITATION TO BID NO: 53000-19B-005																	
DATE ISSUED: 10/18/2018																	
DATE OPENED: 11/7/2018																	
REQUESTING DEPARTMENT: Engineering																	
TERMS OF PAYMENT / DISCOUNT:																	
DELIVERY DATE:																	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY.	1 to 2 days		ARO		BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT		
1	ALDOT 801 Crushed Stone #4		1	\$23.75	\$	23.75											
2	ALDOT 801 Crushed Stone #5		1	\$23.75	\$	23.75											
3	ALDOT 801 Crushed Stone #57		1	\$23.75	\$	23.75											
4	ALDOT 801 Crushed Stone #6		1	\$24.25	\$	24.25											
5	ALDOT 801 Crushed Stone #78		1	\$24.75	\$	24.75											
6	ALDOT 801 Crushed Stone #89		1	\$24.75	\$	24.75											
7	ALDOT 814 Class 1 Rip Rap (10 to 100 lb.)		1	\$25.75	\$	25.75											
8	ALDOT 814 Class 2 Rip Rap (10 to 200 lb.)		1	\$26.75	\$	26.75											
9	ALDOT 825A Crushed Aggregate Base		1	\$22.25	\$	22.25											
10	ALDOT 825B Crushed Aggregate Base		1	\$22.25	\$	22.25											
11	ALDOT 801 Screenings (1/4" X 0)		1	\$25.25	\$	25.25											
Total cost of items 1 through 11 based on price per ton delivered					\$	267.25											

Notes:

14-2

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 53000-19B-005

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 4th day of January 2019, between Stephens Construction & Concrete of Luverne, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Stephens Construction & Concrete agrees to furnish Crushed Stone for the Montgomery County Commission, Engineering Department in accordance with all provisions of Invitation to Bid No. 53000-19B-005, as issued by the Montgomery County Commission on October 18, 2018, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Stephens Construction & Concrete and Montgomery County Commission agree as follows:

1. That Stephens Construction & Concrete will furnish Crushed Stone in accordance with all specifications and provisions of the above referenced Invitation to Bid.
2. That the Contract will begin on January 4, 2019 and will end on January 3, 2020, with the option to renew for two (2) years, in one (1) year periods.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Stephens Construction & Concrete shall have the right to terminate this agreement at any time during the contract period with a sixty (60) day written notice by either party.
5. Stephens Construction & Concrete agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Stephens Construction & Concrete, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Stephens Construction & Concrete, its employees, agents and officers. Stephens Construction & Concrete agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense.

Stephens Construction & Concrete also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. 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 Stephens Construction & Concrete.
7. 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 authorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

STEPHENS CONSTRUCTION &
CONCRETE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: November 9, 2018

RE: Invitation to Bid No. 52200-19B-003
Inmate Uniforms

I request approval of award on the above referenced Invitation to Bid to the only bid of Uniform Manufacturing, Inc. in the amount of \$3,284.75, based on unit pricing for imported inmate uniforms, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

ABSTRACT FOR BIDS: 22 BIDS EMAILED									
INVITATION TO BID NO: 52200-19B-003; Inmate Uniforms									
DATE ISSUED: 10/12/2018									
DATE OPENED: 11/2/2018									
REQUESTING DEPARTMENT: Sheriff- Detention Facility									
TERMS OF PAYMENT / DISCOUNT:									
DELIVERY DATE:									
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	30-45 days		ARO		BID # 1	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	Is Company Minority Owned	ARO
								X Yes No	
	Made In USA								
1	Shirt: Lt. Blue S-2XL		25					Charm-Tex Disqualified	
2	Shirt: Lt. Blue 3XL -6XL		25					Is Company Minority Owned	
3	Shirt: Lt. Blue 8XL		25					X Yes No	
4	Shirt: Lt. Blue 10 XL		25						
5	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25						
6	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25						
7	Trousers: Lt. Blue S-2XL		25						
8	Trousers: Lt. Blue 3XL-6XL		25						
9	Trousers: Lt. Blue 8XL		25						
10	Trousers: Lt. Blue 10XL		25						
11	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25						
12	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25						
13	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped S-2XL		25						

Notes:

Charm-Tex: Vendor failed to provide samples per bid specifications

15-2

Notes:

Uniforms Manufacturing, Inc.: Stenciling will be provided at no additional cost

ABSTRACT FOR BIDS:														
INVITATION TO BID NO: 52200-18B-003, Inmate Uniforms														
DATE ISSUED: 10/12/2018														
DATE OPENED: 11/2/2018														
REQUESTING DEPARTMENT: Sheriff- Detention Facility														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		
	Imported			30 to 45 days ARO	EXTENDED AMOUNT	per request	EXTENDED AMOUNT	7 to 30 days	ARO	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Shirt: Lt. Blue S-2XL		25	\$5.30	\$ 132.50									
2	Shirt: Lt. Blue 3XL -6XL		25	\$5.30	\$ 132.50									
3	Shirt: Lt. Blue 8XL		25	\$5.50	\$ 137.50									
4	Shirt: Lt. Blue 10 XL		25	\$6.00	\$ 150.00									
5	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25	\$5.40	\$ 135.00									
6	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25	\$6.00	\$ 150.00									
7	Trousers: Lt. Blue S-2XL		25	\$5.40	\$ 135.00									
8	Trousers: Lt. Blue 3XL-6XL		25	\$5.40	\$ 135.00									
9	Trousers: Lt. Blue 8XL		25	\$5.60	\$ 140.00									
10	Trousers: Lt. Blue 10XL		25	\$6.00	\$ 150.00									
11	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25	\$5.99	\$ 149.75									
12	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25	\$6.50	\$ 162.50									
13	Coverallis: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped S-2XL		25	\$15.00	\$ 375.00									

Notes:

15-4

[illegible]

15-5

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-19B-003

THIS CONTRACTUAL AGREEMENT made and entered into on the 21st day of December 2018, by and between Uniforms Manufacturing, Inc. of Scottsdale, Arizona and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Uniforms Manufacturing, Inc. agrees to furnish Inmate Uniforms for the Montgomery County Detention Facility and Montgomery County Youth Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-003 as issued by the Montgomery County Commission on October 12, 2018 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Uniforms Manufacturing, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on December 21, 2018 and will end on December 20, 2019 with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Uniforms Manufacturing, Inc. may terminate this agreement with a sixty (60) day written notice by either party.
5. That Uniforms Manufacturing, Inc. will furnish inmate uniforms at prices stipulated in Invitation to Bid No. 52200-15B-032.
6. That Uniforms Manufacturing Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
7. That during the contract period, Acme Supply Co., Ltd. shall pay for fabric lab testing to certify compliance with specifications if required by the Montgomery County Detention Facility.

8. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Uniforms Manufacturing, Inc.
9. Uniforms Manufacturing, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Uniforms Manufacturing, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Uniforms Manufacturing, Inc., its employees, agents and officers. Uniforms Manufacturing, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Uniforms Manufacturing, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

UNIFORMS MANUFACTURING, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

DEC - 3 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MRS*

DATE: November 14, 2018

RE: Invitation to Bid No. 53104-19B-004
Traffic Signage & Supplies

I request approval of award on the above referenced Invitation to Bid to the only bid of Vulcan Inc. dba Vulcan Signs in the amount of \$11,510.65, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with George Speake, County Engineer

Attachment

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16-2

Notes:

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 4th day of January 2019, between Vulcan Signs of Foley, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Osburn Associates, Inc. agrees to furnish Traffic Signage and Supplies to the Montgomery County Commission, Engineering Department in accordance with all provisions of Invitation to Bid No. 53104-19B-004, as issued by the Montgomery County Commission on October 18, 2018, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Osburn Associates, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on January 4, 2019 and will end on January 3, 2020, with the option to renew for two (2) years, in one (1) year periods
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Vulcan Signs shall have the right to terminate this agreement at any time during the contract period with a sixty (60) day written notice by either party.
5. That Vulcan Signs will furnish traffic signs and supplies to the Engineering Department at prices stipulated in Invitation to bid No. 53104-19B-004.
6. That Vulcan Signs shall at all times be in compliance with all specifications and special provisions of the Invitation to bid.
7. Vulcan Signs agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of

Vulcan Signs, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Vulcan Signs, its employees, agents and officers. Vulcan Signs agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Vulcan Signs also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

8. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Vulcan Signs.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

VULCAN SIGNS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Award of Request for Proposal to Alliance Insurance Group

The Montgomery County Commission, at its meeting on November 19, 2018, agreed to place on the next agenda the Award of Request for Proposal (RFP) to Alliance Insurance Group to Administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account.

I am requesting that the County Commission approve the Adoption Agreement for the Cafeteria Plan, the Administration Fee Agreement and the FSA New Client Checklist.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

17-1



Alliance Insurance Group
Employee Benefit Consultants

November 29, 2018

Re: Flexible Spending Account/Health Reimbursement Account Administration

Dear Chairman Dean and Fellow Commissioners:

Thank you for the opportunity to administer the Flexible Spending Account and Health Reimbursement Account for Montgomery County. We look forward to working with the group and its employees. In order to implement the plans, we will need the following forms completed and returned to Alliance Insurance Group as soon as possible for a January 1, 2019 effective date:

- FSA New Client Checklist- this document is used to determine the plan guidelines for the group.
- Administration Fee Agreement Form- this document indicates the final agreed upon administration costs for the plan.
- Adoption Agreement- this form is used to create the plan documents

Should you ever have any questions in regards to the administration of the Flexible Spending Account and/or the Health Reimbursement Account, please feel free to contact us at your convenience.

Again, thank you for this opportunity to provide the administration for this important benefit plan. We are looking forward to a successful year.

Regards,

Kelli Burt
FSA Administrator

6730 Taylor Court
Montgomery, AL 36117
Phone: 334-396-3960
Toll Free: 866-396-3967
Fax: 334-396-7767
www.allianceinsgroup.com

**ADOPTION AGREEMENT
CAFETERIA PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): _____
2. Address: _____
3. City: _____ 4.State: _____ 5. Zip: _____
6. Phone number: _____ - _____ 7. Fax number: _____ - _____
8. Plan Sponsor EIN: _____ - _____
9. Plan Sponsor fiscal year end: _____
- 10a. Plan Sponsor entity type:
 - i. ☐ C Corporation
 - ii. ☐ S Corporation
 - iii. ☐ Non Profit Organization
 - iv. ☐ Partnership
 - v. ☐ Limited Liability Company
 - vi. ☐ Limited Liability Partnership
 - vii. ☐ Sole Proprietorship
 - viii. ☐ Union
 - ix. ☐ Government Agency
 - x. ☐ Other: _____
- 10b. If 10a.viii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: _____
- 12a. The Plan Sponsor is a member of an affiliated service group:
☐ Yes ☐ No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
☐ Yes ☐ No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. Plan Number: _____
 2. Plan name:
 - a. _____
 - b. Cafeteria Plan
 3. Effective Date:
 - 3a. Original effective date of Plan: _____
 - 3b. Is this a restatement of a previously-adopted plan?
☐ Yes ☐ No
 - 3c. If A.3b is "Yes", effective date of Plan restatement: _____
- NOTE:** If A.3b is "No", the Effective Date shall be the date specified in A.3a, otherwise the date specified in A.3c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

- 4a. **Plan Year** means each 12-consecutive month period ending on _____ (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
- 4b. The Plan has a short plan year:
☐ Yes ☐ No
- 4c. If A.4b is "Yes", the short plan year begins _____ and ends on _____.
5. Is the Plan Subject to ERISA?
☐ Yes ☐ No

Plan Features

- 10a. **Premium Conversion Account.** Contributions to fund a Premium Conversion Account are permitted (Section 4.01) (If "No", questions regarding Premium Conversion Accounts are disregarded.):
☐ Yes ☐ No
- 10b. If A.10a is "Yes", select the types of Contracts for which a Participant may seek reimbursement under Section 4.01:
- i. ☐ Employer Group Medical
 - ii. ☐ Employer Dental
 - iii. ☐ Employer Vision
 - iv. ☐ Employer Disability
 - v. ☐ Employer Group Term Life
 - vi. ☐ Individually - Owned Dental
 - vii. ☐ Individually - Owned Vision
 - viii. ☐ Individually - Owned Disability
 - ix. ☐ Other
- 10c. If A.10a is "Yes" and A.10b.ix (other contracts) is selected, describe other types of Contracts: _____.
- 11a. **Health Care Reimbursement Account.** Contributions to fund a Health Care Reimbursement Account are permitted (Section 4.02) (If "No", questions regarding Health Care Reimbursement Accounts are disregarded.):
☐ Yes ☐ No
- 11b. **HSA Account.** Contributions to fund an HSA Account are permitted (Section 4.08):
☐ Yes ☐ No
12. **Dependent Care Assistance Account.** Contributions to fund a Dependent Care Assistance Account are permitted (Section 4.03) (If "No", questions regarding Dependent Care Assistance Accounts are disregarded.):
☐ Yes ☐ No
NOTE: The maximum amount of expense that may be contributed/reimbursed in any Plan Year for the Dependent Care Assistance Account is the maximum amount permitted by federal tax law (\$5,000 or \$2,500 if the Participant is married and filing a separate federal tax return).
13. **Adoption Assistance Account.** Contributions to fund an Adoption Assistance Account are permitted. (Section 4.04) (If "No", questions regarding Adoption Assistance Accounts are disregarded.):
☐ Yes ☐ No
NOTE: The maximum amount of expense that may be contributed/reimbursed for the Adoption Assistance Account is the maximum amount permitted by federal tax law for the prior year (\$10,960 for Plan Years beginning in 2006). The annual limit shall be reduced for adoption assistance expenses incurred any prior Plan Year.

Simple Cafeteria Plan

15. **Is the Plan a simple cafeteria plan as defined in Code section 125(j):**
☐ Yes ☐ No
NOTE: In order to be a simple cafeteria plan, the Employer must be an eligible employer (as defined in Code section 125(j)(5)) and the Plan must meet certain contribution, eligibility and participation requirements.

B. ELIGIBILITY.

Exclusions/Modifications

The term "Eligible Employee" shall not include (Check items B.1 - B.5a as appropriate):

NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.2 may not be selected and B.4 and B.5a may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).

1. ☐ **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
2. ☐ **Any leased employee.**
3. ☐ **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
4. ☐ **Part-time.** Any Employee who is expected to work less than _____ hours per week.
- 5a. ☐ **Other.** Other Employees described in B.5b (any exclusion must satisfy Code section 125(g) and the requirements under Section 5.01).
- 5b. If B.5a is selected, describe other Employees excluded from definition of Eligible Employee: _____.
- 6a. Allow immediate participation for all Eligible Employees employed on the date specified in B.6b:
☐ Yes ☐ No
- 6b. If B.6a is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.
7. If A.10a is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Employee shall be an Eligible Employee with respect to the Premium Conversion Account if the Employee is eligible to participate in the benefit plans described in A.10b:
☐ Yes ☐ No
- 8a. Indicate whether the Plan will make any other revisions to the term "Eligible Employee":
☐ Yes ☐ No
- 8b. If B.8a is "Yes", describe any further modifications to the term "Eligible Employee": _____.

Service Requirements

10. Minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: **21**
NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.10 may not exceed 21.
11. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
 - i. ☐ None.
 - ii. ☐ Completion of _____ hours of service.
 - iii. ☐ Completion of _____ days of service.
 - iv. ☐ Completion of _____ months of service.
 - v. ☐ Completion of _____ years of service.**NOTE:** If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.11 may not exceed 1,000 hours of service or one year of service.
- 12a. Frequency of entry dates:
 - i. ☐ An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of B.10 and B.11.
 - ii. ☐ first day of each calendar month
 - iii. ☐ first day of each plan quarter
 - iv. ☐ first day of the first month and seventh month of the Plan Year
 - v. ☐ first day of the Plan Year
- 12b. If B.12.a.i (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in B.12a that is:
 - i. ☐ coincident with or next following

- ii. ☐ next following
the date the requirements of B.10 and B.11 are met.
13. If A.10a is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Eligible Employee shall become eligible to become a Participant in the Plan with respect to the Premium Conversion Account at the same date as he or she becomes eligible to participate in the Contracts(s) described in A.10b:
☐ Yes ☐ No
- 14a. Indicate whether the Plan will make any other revisions to the eligibility rules specified in B.10 - B.13:
☐ Yes ☐ No
NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.14a may only be "Yes" if the modifications in B.14b do not violate any requirements of Code section 125(j).
- 14b. If B.14a is "Yes", describe any further modifications to the eligibility rules specified in B.10 - B.13:
_____.

Transfers/Rehires

15. Permit Participants who are no longer Eligible Employees (for reasons other than Termination) to continue to participate in the Plan until the end of the Plan Year (Section 3.02):
☐ Yes ☐ No
NOTE: If "No" is selected, a Participant who has a change in job classification or a transfer that results in the Participant no longer qualifying as an Eligible Employee shall cease to be a Participant as of the effective date of such change of job classification or transfer.
16. Automatically reinstate benefit elections for Terminated Participants who are rehired within 30 days of Termination and permit new benefit elections for Terminated Participants who are rehired more than 30 days after Termination (Section 3.03(a)):
☐ Yes ☐ No
NOTE: If "No" is selected, a Terminated Participant shall not be able to Participate in the Plan until the later of the first day of the subsequent Plan Year or the first entry date following reemployment.

C. BENEFITS

Premium Conversion

- 1a. If A.10a is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic enrollment for the Premium Conversion Account:
☐ Yes ☐ No
NOTE: If C.1a is "Yes", a Participant shall be deemed to elect to contribute the entire amount of any premiums payable by the Participant for the benefit plans described in A.10b.
- 1b. If A.10a is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic adjustment of Participant elections for changes in the cost of Contracts pursuant to the terms of Treas. Reg. 1.125-4:
☐ Yes ☐ No

Health Care Reimbursement

- 2a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), select the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year:
i. ☐ The maximum amount permitted under Code section 125(i)
ii. ☐ Other amount specified in C.2b
NOTE: If C.2a.i is selected effective prior to 2015, the maximum amount shall be \$2,500.
- 2b. If C.2a is "Other amount specified in C.2b", enter the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year: _____.

NOTE: As of January 1, 2015, C.2 may not exceed the maximum permitted under Code section 125(i) (\$2,550 in 2015).

3. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), specify whether a Participant shall continue making contributions after Termination of employment for the remainder of the Plan Year:
- i. ☐ Yes - Continue contributions on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.
 - ii. ☐ No - Contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.

NOTE: Any required COBRA elections described in Section 4.06 shall supersede this C.3.

- 4a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), indicate whether a Participant may revise a Health Care Reimbursement Account election upon a change of status:
- i. ☐ Yes - without limitation
 - ii. ☐ Yes - but no decrease to the extent that new annual contribution amount would be less than the amount previously reimbursed at the time of the election change
 - iii. ☐ Yes - a Participant may only increase an election upon a change of status
 - iv. ☐ Yes - with limitations described in C.4b.
 - v. ☐ No

NOTE: The rules regarding the revision of Health Care Reimbursement Account elections in this C.4 are also subject to the conditions and limitations provided in C.12.

- 4b. If A.11 is "Yes" and if C.4a.iv is selected (Yes - with limitations described in C.4b), describe the limitations: _____.

Health Care Reimbursement - Eligible Expenses

- 5a. **Excepted Benefits.** Indicate the method of maintaining the Health Care Reimbursement Account as excepted benefits (only applicable if A.11 is "Yes"):
- i. ☐ **Other Group Health Coverage and Maximum Benefit Payable** within the meaning of Treas. Reg. section 54.9831-1(c)(3)(v)
 - ii. ☐ **Limited-scope benefits** within the meaning of Treas. Reg. section 54.9831-1(c)(3)(i)-(ii) (dental and vision)
 - iii. ☐ **Other:** _____.

NOTE: If C.5a.i is selected, any employer contribution entered in C.9 shall not exceed the maximum benefits payable under Treas. Reg. section 54.9831-1(c)(3)(v).

NOTE: If C.5a.ii is selected, limited scope benefits may not include Long-term care insurance or any other benefits that are nonqualified benefits under Prop. Treas. Reg. section 1.125-1(q).5b. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), exclude coverage for other expenses described in C.5c:

☐ Yes ☐ No

- 5c. If A.11 is "Yes" and C.5b is "Yes", describe other expenses that are not eligible for reimbursement: _____.

Health Care Reimbursement - Eligible Expenses

- 6a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), a Participant may only be reimbursed from his or her Health Care Reimbursement Account for expenses that are incurred by:
- i. ☐ **Participant, spouse and dependents.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.
 - ii. ☐ **Persons covered under Company medical plan.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in C.6b.
 - iii. ☐ **Participants Only.** No spousal or dependent coverage.

iv. ☐ **Other.** The persons described in C.6c.

NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.

6b. If C.6a is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan: _____.

6c. If C.6a is "Other", indicate who must incur expenses that can be reimbursed from a Participant's Health Care Reimbursement Account: _____.

NOTE: The definition in C.6c may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.

NOTE: If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), reimbursements may be made for any expense that qualifies for exclusion from income under Code section 105(b) (other than certain long term care expenses and insurance premiums), except as provided in C.5 - C.6.

7a. **Health Savings Accounts.** If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):

i. ☐ **None.** Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.

ii. ☐ **Permitted Coverage.** Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services).

iii. ☐ **Post Deductible Coverage.** The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.

iv. ☐ **Both Permitted and Post Deductible Coverage.** Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.

7b. If A.11 is "Yes", C.7a is not "None" and D.3a is "Yes" (grace period allowed), indicate period when the limitations described in C.7a apply:

i. ☐ **Entire Plan Year.**

ii. ☐ **Only during the grace period described in D.3.**

NOTE: If no grace period is allowed in D.3a, the limitations in C.7a shall apply for the entire Plan Year.

7c. If A.11 is "Yes" and C.7a is not "None", the limitations shall apply to:

i. ☐ **All Participants.**

ii. ☐ **Only Participants who are also eligible to participate in the high deductible health plan.**

iii. ☐ **Only Participants who are also enrolled in the high deductible health plan.**

NOTE: If C.7a is "None" or C.7c is not "All Participants", eligibility for a Health Savings Account may be limited.

8. **HRA.** If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with a Company-sponsored health reimbursement arrangement ("HRA") for expenses that are reimbursable under both this Plan and the HRA (Section 6.01(e)):

i. ☐ **None.** Plan is not used in conjunction with a Company-sponsored HRA.

ii. ☐ **HRA first.** A Participant shall not be entitled to payment/reimbursement under the Health Care Reimbursement Account until the Participant has received his or her maximum reimbursement under the HRA.

iii. ☐ **Cafeteria plan first.** A Participant shall not be entitled to payment/reimbursement under the HRA until the Participant has received his or her maximum reimbursement under the Health Care Reimbursement Account.

Company Contributions

- 9a. Indicate whether the Company may contribute to the Plan (Section 4.09):
- i. ☐ Yes - in Company's sole discretion.
 - ii. ☐ Yes - 2% of Compensation.
 - iii. ☐ Yes - the lesser of 6% of Compensation or 100% match of a Participant's salary reduction contribution.
 - iv. ☐ Yes - pursuant to the method described in C.9b.
 - v. ☐ No.
- NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), C.9a.ii, C.9a.iii or C.9a.iv must be selected.
- 9b. If C.9a is "Yes - pursuant to the method described in C.9b", describe how the contributions are determined and allocated: _____.
- NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), C.9b must equal or exceed the formulas under options C.9a.ii or C.9a.iii.
- 9c. If C.9a is not "No", indicate whether the Plan permits Participants to elect cash in lieu of benefits:
- i. ☐ No.
 - ii. ☐ Yes - with limitation.
 - iii. ☐ Yes - without limitation.
- 9d. If C.9a is not "No" and C.9c is "Yes - with limitation", describe any limitations: _____.

Elections

- NOTE: The Plan Administrator may establish a minimum dollar amount or percentage of Compensation for all elections provided that such minimum is non-discriminatory.
10. When may continuing Participants make elections regarding contributions (Section 4.06(b)):
- i. ☐ The _____ day period ending prior to the beginning of the Plan Year
 - ii. ☐ Pursuant to Plan Administrator procedures.
- NOTE: If C.10.i is selected, the Plan Administrator may require that elections be made no later than a certain number of days prior to the beginning of the Plan Year. See Section 4.06(a) for procedures regarding new Participants.
11. The election for a continuing Participant who fails to make an election within the period described in C.10 shall be determined in accordance with the following (Section 4.06(c)-(d)):
- i. ☐ Election not to participate. The Participant shall be treated as having elected not to participate in the Plan.
 - ii. ☐ Continue same election. Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year.
 - iii. ☐ Continue same election for the Premium Conversion Account. Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year but only with respect to the Premium Conversion Account. The Participant shall be treated as having elected not to participate in the Plan with respect to any other Accounts.
- 12a. When may Participants modify elections regarding contributions (Section 4.07(b)):
- i. ☐ At any time permitted under Treas. Reg. section 1.125-4.
 - ii. ☐ Pursuant to Plan Administrator procedures.
- 12b. Permit Participants to revoke an election of coverage under a group health plan:
- i. ☐ due to reduction in hours of service (Section 4.07(c))
 - ii. ☐ due to enrollment in a qualified health plan offered through a marketplace established under Code section 1311 (Section 4.07(d))
- NOTE: The group health plan may not be a health FSA and must provide minimum essential coverage (as defined in Code section 5000A(f)(1)).
- 13a. A Participant may elect to continue coverage on a pre-tax or after tax basis for non medical benefits when on leave of absence under the FMLA (Section 4.06(f)):
- i. ☐ Yes - A Participant may continue coverage for all benefits to which he is entitled when on FMLA leave.

- ii. ☐ No - A Participant may continue coverage for Premium Conversion Accounts and Health Care Reimbursement Accounts only.
- 13b. A Participant may elect to continue coverage on a pre-tax or after tax basis pursuant to C.13a when on a leave of absence other than a leave of absence under the FMLA:
 - i. ☐ Yes.
 - ii. ☐ Yes - but subject to the conditions and limitations described in C.13c.
 - iii. ☐ No.
- 13c. If C.13b is "Yes - but subject to conditions and limitations", describe the conditions and/or limitations: _____.

Dependent Care Spend Down

- 15a. Indicate whether Employees that cease to Participate in the cafeteria plan may continue to be reimbursed for eligible dependent care expenses through the end of the Plan Year (or grace period if applicable):
☐ Yes ☐ No
- 15b. If C.15a is "Yes", enter the effective date: _____ (must be on or after August 6, 2007. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

D. PLAN OPERATIONS

Claims

- 1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):
 - i. ☐ within _____ days following the last day of each Plan Year.
 - ii. ☐ by _____.
- 2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:
☐ Yes ☒ No
- 2b. If D.2a is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):
 - i. ☐ within _____ days following Termination of employment.
 - ii. ☐ by _____.
- 3a. Grace Period. The Plan provides for a 2-1/2 month grace period described in IRS Notice 2005-42 immediately following the end of each Plan Year (Section 4.05(c)):
 - i. ☐ Yes.
 - ii. ☐ Yes - but limited to the Accounts described in D.3c.
 - iii. ☐ No.
- 3b. If D.3a is not "No", enter the first day of the first Plan Year for which the grace period will apply: _____.
- 3c. If D.3a is "Yes - but limited to certain Accounts", enter the Accounts that are eligible for the grace period: _____.
- 3d. If D.3a is not "No" and D.1.i is selected (claims are due within a number of days after the end of the Plan Year), will the same number of days apply to the end of the grace period?
 - i. ☐ Yes.
 - ii. ☐ No - same due date applies for grace period claims.
 - iii. ☐ No - claims incurred during the grace period are due: _____.
- 4a. Carryover. Indicate whether the Plan will carryover unused Health Care Reimbursement Account balances at the end of the Plan Year as permitted in IRS Notice 2013-71.
 - i. ☐ Yes - balances up to _____ may be carried over (may not exceed \$500)
 - ii. ☐ No

NOTE: If carryover is selected (4a is "Yes"), the Plan may not provide for a grace period for the Health Care Reimbursement Account (3a.i may not be selected and 3a.ii must be restricted to accounts other than

the Health Care Reimbursement Account). In addition, the Plan may not provide for a grace period in the year to which the carryover amount is applied.

4b. Effective date of the carryover option: _____.

4c. Describe any limitations on the carryover provision: _____.

NOTE: The same carryover limit must apply to all Participants. Unused amounts may not be cashed out or converted to any other taxable or nontaxable benefit.

NOTE: In addition to any limitations on carryover described above, the Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a contribution to use the rollover in the following year provided that any such procedure is non-discriminatory.

5. Indicate whether the Company will provide debit, credit, and/or other stored-value cards for Health Care Reimbursement Accounts and/or Dependent Care Assistance Accounts (Section 6.01(i)):

☐ Yes ☐ No

Qualified Reservist Distributions (HEART Act)

6a. Permit Qualified Reservist Distributions:

☐ Yes ☐ No

6b. If D.6a is "Yes", enter the effective date: _____ (must be on or after June 18, 2008. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

6c. If D.6a is "Yes", the amount available as a Qualified Reservist Distribution will be:

i. ☐ The entire amount elected for the Health Care Reimbursement Account for the Plan Year minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.

ii. ☐ The amount contributed to the Health Care Reimbursement Account as of the date of the Qualified Reservist Distribution request minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.

iii. ☐ Other amount: _____ (not exceeding the entire amount elected for the Health Care Reimbursement Account for the Plan Year minus reimbursements).

Plan Administrator

7a. Designation of Plan Administrator (Section 7.01):

i. ☐ Plan Sponsor

ii. ☐ Committee appointed by Plan Sponsor

iii. ☐ Other

7b. If D.7a.iii is selected, Name of Plan Administrator: _____

8a. Type of indemnification for the Plan Administrator (Section 7.02):

i. ☐ None - the Company will not indemnify the Plan Administrator.

ii. ☐ Standard as provided in Section 7.02.

iii. ☐ Custom.

8b. If D.8a.iii (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

10a. If A.5 is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:

☐ Yes ☐ No

10b. If A.5 is "No" (non-ERISA Plan) and D.10a is "Yes," enter any state law rules that apply to the Plan:

_____.

E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in A.3.

F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this ____ day of _____, 2018.

EMPLOYER NAME

Signature: _____

Print Name: _____

Title/Position: _____

V3.00-3.00



Alliance Insurance Group
Employee Benefit Consultants

Montgomery County Commission

Administration Costs

The administration fee for the Flexible Spending Account is \$4.50 per month/per participant with a monthly minimum of \$200.00. This agreement will automatically renew on the anniversary date of the plan. FSA reimbursements will follow the guidelines outlined by IRS regulations. Should there be any changes to the plan, the group must notify Alliance Insurance Group within 30 days of the change.

Initial Set-up	WAIVED
Compliance	WAIVED
Monthly Administration Fees - per participant	\$4.50
Daily Direct Deposit	<i>Included</i>
24/7 Internet Account Access	<i>Included</i>
Alliance125 Flex Card	<i>Included</i>
Customer Care Center (Weekdays 8am-4:30pm CST)	<i>Included</i>
Mobile Application / SMS Alerts	<i>Included</i>
Alliance125 Brochure	<i>Included</i>
Online Forms	<i>Included</i>
Employee Educational Materials	<i>Included</i>
Monthly Billing Minimum Fee	\$200.00
Renewal Fees	WAIVED

By signing below, I hereby acknowledge that I have the authority to sign on behalf of the employer group. I have reviewed the statements made by me on this application, and they are true and complete to the best of my knowledge and belief.

Signature

Date

Printed Name

Title

Effective Date of Plan: **January 1, 2019**

Rate Guarantee: **3 years**



Alliance Insurance Group
Employee Benefit Consultants

New Client Check List

Name of Employer:	
Address of Employer: (Street, City, State, Zip)	
Contact Name:	Title:
Phone:	Email:
Fax:	Do you wish to receive a Daily accounting of transactions? Yes ☐ No ☐
	Do you wish to receive a weekly report of transactions? Yes ☐ No ☐
Employer Federal Tax ID:	Employer Fiscal Year:
No. of Benefit Eligible Employees:	Do you currently offer a Section 125 Plan?
Payroll Frequency/ Date of First Deduction*:	☐ Weekly – 1 st Pay Period _____
☐ Bi-weekly (24 or 26) – 1 st Pay Period _____	☐ Semi-monthly – 1 st Pay Period _____
☐ Monthly – 1 st Pay Period _____	☐ Other _____
	*Please provide a complete payroll calendar
Current Plan Dates:	No. of Locations:
	New Flex Plan Year: From: _____ To: _____

Payroll Contact Name and Phone (internal/external):	
Employer Business Type:	☐ Corporation ☐ Sub S Corporation* ☐ Partnership* ☐ LLC Corporation ☐ Sole Proprietorship* ☐ Other _____
*Owners and shareholders with 2% ownership in these specific entities cannot participate in the Section 125 Plan.	
Eligibility Date:	☐ On the first day of the month following _____ days of employment. ☐ Other _____
Flex Eligibility:	☐ Full – Time ☐ Part – Time _____ hours ☐ Other _____ ☐ Employees of Collective Bargaining Agreement

Would you like to offer the FlexCard? ☐ Yes ☐ No	Do you want to offer a Plan GRACE PERIOD? ____ Yes ____ No
	75 day grace period: ____ Yes ____ No Other: _____
	OR
	\$500 max carryover: ____ Yes ____ No
Mail Cards to:	How long does a terminated employee have to file outstanding claims? _____
Employer OR Employee	At the end of the plan year, how long does the employee have to file any outstanding claims if not participating in the grace period? _____

Requirement (for creation of plan document and auto-substantiation): ☐ Major Medical Plan – Copy of SPD ☐ Dental Plan – Copy of SPD ☐ Prescription Drug Plan – Copy of SPD ☐ Vision Plan – Copy of SPD	Plan Requirements: ☐ Health Care Account Minimum _____ ☐ Health Care Account Maximum _____ ** ☐ Dependent Care Account Maximum \$5,000.00** **Limited to the maximum amount imposed by the Internal Revenue Code
I understand that the sample Plan Documents provided by Alliance Insurance Group, LLC are distributed solely for general information purposes to illustrate and describe the basic benefits of a Code Section 125 Cafeteria Plan and that Alliance Insurance Group will not assume liability in connection with their use. Neither Alliance Insurance Group, LLC nor its associates, agents, or representatives render tax or legal advice. I understand that the Internal Revenue Code imposes strict requirements upon the adoption of such a plan. The employer, as the sponsor and administrator, should seek the expert assistance of its own tax/legal advisor in order to establish and administer the plan. We hereby authorize Alliance Insurance Group, LLC to provide the administrative and compliance services under the agreed upon fee schedule.	
Signature of Employer	Title Date



Alliance Insurance Group
PO Box 240518
Montgomery, AL 36124
866-396-3967
www.allianceinsgroup.com

17-14

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application from Stallings and Sons, Inc.

Please find attached an application for final payment to Stallings and Sons, Inc., for the HVAC and fire alarm replacement in the Courthouse. No money is owed because of the final deductive change order approved by the Commission at its last meeting; however, the Commission must approve the application in order for the project to be closed.

I request that the final payment application be placed on the next agenda.



AIA Document G702™ - 1992

Received

OCT 1 - 2018

Application and Certificate for Payment

TO OWNER: Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104		PROJECT: Montgomery Co. Courthouse HVAC & Fire Alarm Replacement for the Montgomery Co. Commission Montgomery, AL	APPLICATION NO: FINAL PH&J Architects	Distribution to: OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ BOOKKEEPING/FILE: ☒
FROM Stallings & Sons, Inc. CONTRACTOR: 1140 Newell Parkway Montgomery, AL 36110		VIA PH&J Architects, Inc. ARCHITECT: P.O. Box 215 Montgomery, AL 36101	PERIOD TO: September 27, 2018	
		CONTRACT FOR: General Construction CONTRACT DATE: October 05, 2015 PROJECT NOS: PH&J # 1208GVL / 16-16 /		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$1,376,328.00
2. NET CHANGE BY CHANGE ORDERS	-\$162,918.21
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$1,213,409.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,213,409.79

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00

6. TOTAL EARNED LESS RETAINAGE	\$1,213,409.79
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$1,213,409.79
(Line 6 from prior Certificate)	

8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$153,598.21
Total approved this Month	\$0.00	\$9,320.00
TOTALS	\$0.00	\$162,918.21
NET CHANGES by Change Order		-\$162,918.21

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Stallings & Sons, Inc.
By: [Signature]
State of Alabama
County of: Montgomery
Subscribed and sworn to before me this 27th day of September, 2018.
Notary Public: Sheena Scheil
My Commission expires: October 01, 2019
Date: September 27, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PH&J Architects, Inc.
By: [Signature]
Date: Nov. 07, 2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes: (389ADA43)

18-2

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 4

AGENDA

DEC - 3 2018

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 11/19/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 11/19/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Humane Society	001-55400.290	500,000	10,000	510,000
In House Misc. Appro.	001-59310.498	71,875	(10,000)	61,875
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 571,875	\$ 0	\$ 571,875

JUSTIFICATION: To budget for an appropriation to Montgomery Humane Society for partial funding of a shelter vehicle.

DEC - 3 2018

BUDGET CHANGE REQUEST

DEC - 3 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013229 Replace K Harrison
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date December 3, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 11/15/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/15/2018

Sherrill Thomas

Finance Director

Date 11/15/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEC - 3 2018

DEPARTMENT: Montgomery County Engineering D2
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Ron Betts

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 620551021 (Replace N. Sankey)
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date December 17, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date November 27, 2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/28/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/28/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering Construction

DEPARTMENT HEAD: George Speake

SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title Civil Engineer Tech III

Position Number 640629004 (Replace C Defoor)

Pay Grade A09-1 Pay Range 50,627 - 75,642

Proposed Effective Date December 17, 2018

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date November 27, 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/28/2018

Employee Benefit Manager

Sherrill Thomas Date 11/28/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Malcolm Richard

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Customer Service Clerk

Position Number 750016002 (Replace A Harris)

Pay Grade A04 Pay Range 28,765 - 42,978

Proposed Effective Date 10 December 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Department Head

Date 26 Nov 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 11/26/2018

Sherrill Thomas
Finance Director

Date 11/26/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Malcolm Richard

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Customer Service Clerk

Position Number 750016022 (Replace A Little)

Pay Grade A04 Pay Range 28,765 - 42,978

Proposed Effective Date 2 January 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Department Head

Date 26 Nov 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 11/26/2018

Sherrill Thomas
Finance Director

Date 11/26/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

DEC - 3 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430172 Replace M Dean
 Pay Grade PST Pay Range 38,236
 Proposed Effective Date December 3, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 11/15/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/15/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/15/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Part time

Position Number 550431194 Replace L. Harris

Pay Grade PS1 Pay Range 18.9694 Hourly

Proposed Effective Date December 17, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 11/19/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/19/2018

Employee Benefit Manager

Sherrill Thomas Date 11/19/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

DEC - 3 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Support Services / Maintenance
 DEPARTMENT HEAD: Lamar Allen
 SUPERVISOR: Pat Litchfield

POSITION INFORMATION:

Position Title Maintenance Mechanic
 Position Number 260748051 (Replace M Ware)
 Pay Grade S09 Pay Range \$34,109 - \$50,965
 Proposed Effective Date 12/17/2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lamar Allen Date 11/27/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/28/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/28/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

DEC - 3 2018

Date: November 28, 2018
To: Donald L. Mims, Administrator
From: Steven L. Reed
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: January 16, 2019 Return Date: January 17, 2019
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend Alabama Licensing Officials Conference

Traveler (s) Name: 1. Kim Brown/Virginia Davis 4. Yvonne Scott/Asia Fallen
2. Tikishia McCloud/Donna Cleveland 5. Brenda Robbins/Brenda Cook
3. Gina Hicks/Sharonda Davis 6. _____

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

Total (est.) Cost: \$1,650.00 Advance Registration Required: \$1,250.00
Department Name: Probate Fund Name: 783-51350-265
Additional Comments: Send check to Probate Accounting

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

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,650.00 and advance registration of \$1,250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$17,000.00</u>
Approved Requests:	<u>\$2,200.00</u>
Budget Available:	<u>\$14,800.00</u>
Current Requests:	<u>\$1,650.00</u>
Budget Balance:	<u>\$13,150.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 11/28/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

DEC - 3 2018

Date: November 16, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Washington, DC
Departure Date: 02.08.2019 Return Date: 02.12.2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend 2019 NSA Winter 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: \$1,200.00 Advance Registration Required: \$570.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

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

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$9,860.00</u>	
Budget Available:	<u>\$30,140.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$28,940.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 11/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

DEC - 3 2018

Date: November 16, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: December 12, 2018 Return Date: December 12, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend Sig Sauer Academy

Traveler(s) Name: 1. Abate Desta 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$260.00 Advance Registration Required: \$260.00

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

Additional Comments: only expense will be registration fee

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

The above request is 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$260.00 and advance registration of \$260.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$9,860.00</u>
Budget Available:	<u>\$30,140.00</u>
Current Requests:	<u>\$1,460.00</u>
Budget Balance:	<u>\$28,680.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/26/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

DEC - 3 2018

Date: November 19, 2018
To: Donald L. Mims, Administrator
From: Sonja Pritchett, Assistant Director
Re: Approval for the following travel:

Destination: Muscle Shoals, AL
Departure Date: February 11, 2019 Return Date: February 13, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: 2018 Court Referral/Community Corrections/Drug Courts
Joint Conference & Annual In-Service

Traveler (s) Name: 1. James Dill 4. Gwen Rogers
2. Marian Williams 5. _____
3. Johnnie Andrews 6. _____

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$800.00

Department Name: Detention Facility Fund Name: General

Additional Comments: _____

To: Sonja Pritchett, Assistant Director

From: Donald L. Mims, Administrator

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$800.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$3,700.00</u>	
Budget Available:	<u>\$16,300.00</u>	
Current Requests:	<u>\$2,500.00</u>	
Budget Balance:	<u>\$13,800.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/26/2018

cc: Finance Director / Buyer

26-4

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

DEC - 3 2018

Date: 11/26/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Wichita, Kansas
Departure Date: April 13, 2019 Return Date: April 19, 2019
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend NACE 2019 Annual Conference

Traveler (s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: \$645.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: Total cost includes transportation

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

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$3,000.00 and advance registration of \$645.00 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>\$19,000.00</u>
Approved Requests:	<u>\$2,993.00</u>
Budget Available:	<u>\$16,007.00</u>
Current Requests:	<u>\$3,000.00</u>
Budget Balance:	<u>\$13,007.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 11/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA
DEC - 3 2018

Date: 11/26/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: January 17, 2019 Return Date: January 17, 2019
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend ACAA District Meeting

Traveler (s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$20.00 Advance Registration Required: \$20.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

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

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$20.00 and advance registration of \$20.00 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>\$19,000.00</u>
Approved Requests:	<u>\$2,993.00</u>
Budget Available:	<u>\$16,007.00</u>
Current Requests:	<u>\$3,020.00</u>
Budget Balance:	<u>\$12,987.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/26/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC - 3 2018

Date: November 19, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: February 7, 2019 Return Date: February 7, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend NST One-Day Workshop: Leadership & Management Skills for Women

Traveler (s) Name: 1. Renee Wood 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.99 Advance Registration Required: \$199.99

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$199.00

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$199.99 and advance registration of \$199.99 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,312.49</u>	
Budget Available:	<u>\$19,687.51</u>	
Current Requests:	<u>\$199.99</u>	
Budget Balance:	<u>\$19,487.52</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/19/2018

cc: Finance Director / Buyer



DEC - 3 2018

Dear LISA HERRING,

RE: MONTGOMERY COUNTY ALABAMA

Nationwide is proud to partner with the National Association of Counties and state associations of counties to provide county employees with a 457(b) Deferred Compensation Program. Our goal is to help America's workers prepare for and live in retirement.

One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side*® service experience to you and your participants.

We've recognized a need to change the Guaranteed Minimum Interest Rate of the fixed annuity contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the *Guaranteed Minimum Interest Rate Change: Explanation of Options* and take the associated actions by 12/4/2018. As Plan Sponsor, you have a responsibility to make decisions on behalf of the Plan regarding products and features available to your Plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,

Nationwide Retirement Solutions

Matthew D. Chase

Executive Director

National Association of Counties

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties. More information about the endorsement relationships may be found online at www.nrsforu.com. Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17093AO (05/18)



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Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents can be found in the enclosed folder.

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest rate annually on the following schedule:

2018	2019	2020	2021	2022	2023
3.5%	3.0%	2.5%	2.0%	1.0%	0.5%

The contract's quarterly Crediting Rate¹ will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance.

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the per participant exchange and transfer limit is also increased from 20% to 40%.

The contract's quarterly Crediting Rate will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be less than under Option One. At the time of this letter, this difference is 0.1% annually, but the variance is not guaranteed to remain at this level.

3) Option Three (*Default Option*)

The existing balance in your current Fixed Contract will maintain the current GMIR for these existing balances only, unless otherwise agreed to by Nationwide and the Plan Sponsor. New contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. This change will be effective in 2019.

Accordingly, you will need to provide direction for your participants' future allocations to replace their current Fixed allocation. Two options are available. If this option is chosen, you will also need to select a sub-option:

- A. Continue to offer Nationwide Fixed Contract. An application for a new Fixed contract is enclosed. This contract will be established with an initial Crediting Rate of 1.2% and a 0.5% GMIR.
- B. Utilize the Plan's existing Default Investment Alternative (DIA). If the Participant does not elect a new investment to replace the Fixed option, it will be treated as if no investment direction has been given and the Default Investment Alternative will be used for future contributions. Your plan's current fund lineup can be viewed online at www.nrsforu.com.

Please Note: if you do not take action, you are electing to place those participant allocations in your existing DIA. The participants will be notified of the change so that they may have the opportunity to change their allocation.

¹The Crediting Rate is the interest rate credited as an annual effective yield.



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FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the GMIR to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

What is a Guaranteed Minimum Interest Rate?

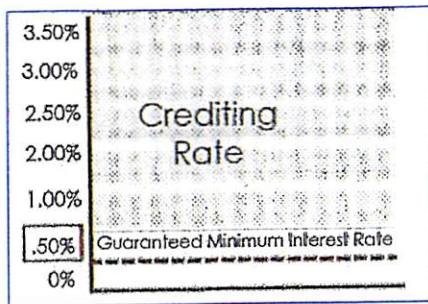
The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a rate of return less than the GMIR.

What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 0.5%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate. See the graphic below:



What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

The following applies to Options 1 or 2 only:

When will the change to the GMIR be effective for Options 1 and 2?

This adjustment will begin in the first quarter of 2019, meaning participants with assets invested in the fixed annuity contract will still receive their current GMIR throughout 2018. Additionally, the GMIR will step down over a period of five years, giving participants ample time to evaluate future asset allocation decisions. Please refer to the Guaranteed Minimum Interest Rate Amendment: Option Sheet for an illustration of the schedule.

What is the schedule of the GMIR step down?

2018	2019	2020	2021	2022	2023
3.5%	3.0%	2.5%	2.0%	1.0%	0.5%

Please note: reducing the GMIR may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will gradually step down the GMIR to 0.5%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the GMIR.

What is the exchange and transfer limit under Option 2?

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.



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Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: MONTGOMERY COUNTY ALABAMA

Entity Number: 0036866001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 12/4/2018.

☐ **Option One: Crediting Rate**

- Return Signed Options Form
- Return Signed Amendment

☐ **Option Two: Increased Participant Level Exchange and Transfer Limit**

- Return Signed Options Form
- Return Signed Amendment

Please Note: if you do not take action, you are electing to place those participant allocations in the most conservative investment option in the plan's core fund line up. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options*.

OPTION 1

Or

OPTION 2

**REQUIRED
DOCUMENTS**

Plan Sponsor Signature

Date

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

PNM-17094AO (05/18)

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**Amendment
to
Group Flexible Purchase Payment Deferred Fixed Annuity Contract**

General Information Regarding this Amendment

This amendment is made a part of the Group Flexible Purchase Payment Deferred Fixed Annuity Contract ("the Contract") to which it is attached. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide"); and

WHEREAS, Nationwide and the Contract Owner wish to modify this Contract pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. DEFINITIONS

The following definitions are hereby deleted from the contract in their entirety and replaced with the following:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

Guaranteed Minimum Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Interest Rate.

2. CONTRACT EXPENSES

The "CONTRACT EXPENSES" section of the Contract is hereby deleted in its entirety and replaced with the following:

CONTRACT EXPENSES

Nationwide is authorized to deduct the applicable charges described herein. The contract charges described herein are deducted from Participant Accounts.

Contract Maintenance Charge

Nationwide may deduct a Contract Maintenance Charge. The Contract Maintenance Charge is a flat dollar fee deducted from the Contract Value. If this charge is deducted by Nationwide, the amount and frequency is stated on the Contract Specifications Page. Unless otherwise agreed to by Nationwide in writing, the Contract Owner will determine how this charge is to be allocated and deducted from Participant Accounts.

Participant Account Charge

Nationwide may deduct a Participant Account Charge from each Participant Account. The Participant Account Charge is a flat-dollar fee. If this charge is deducted by Nationwide the amount and frequency is stated on the Contract Specifications Page.

Plan Expenses and Additional Service Charges

The Contract Owner may elect to have expenses associated with the Plan or fees associated with additional services provided to Participants deducted from the Contract Value. If any charges associated with such Plan expenses or additional services are deducted from the Contract Value, Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the Plan expenses or additional services to be deducted and how these deductions will be apportioned among the Participant Accounts.

Additional Expense Charges

If the Contract Owner requests Nationwide to perform additional services related to the Contract, but not specifically described herein, then Nationwide may deduct charges for such services from the Contract Value. Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the additional services described herein and how these deductions will be apportioned among the Participant Accounts.

Premium Charges

Nationwide will deduct from the Contract Value, the amount of any premium taxes levied by a state or any other government entity upon Purchase Payments received by Nationwide. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law.

3. INTEREST CREDITING UNDER THE CONTRACT

The INTEREST CREDITING UNDER THE CONTRACT section of the Contract is hereby deleted in its entirety and replaced with the following:

INTEREST CREDITING UNDER THE CONTRACT

The Contract provides an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Interest Rate which is listed on the Contract Specifications Page. Nationwide credits interest to the Contract at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfers and Exchanges to the Contract at any time.

Contract guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Contract is non-participating and will not share in any surplus of Nationwide.

Guaranteed Interest Rates

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Contract for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein due to termination.

Crediting Interest to the Contract

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Contract Value on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Contract Value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Contract Value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Contract Value

The Contract Value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Contract; plus
- (2) the daily interest earned; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value under the Contract

A Participant Account Value on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Contract; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

4. **PURCHASE PAYMENTS**

The PURCHASE PAYMENTS section of the Contract is hereby deleted in its entirety and replaced with the following:

PURCHASE PAYMENTS

Acceptance of Purchase Payments

Purchase Payments, representing Participant Contributions or other Plan contributions on behalf of Participants to Participant Accounts, will be made directly to Nationwide at the address listed on the Contract Specifications Page. Nationwide will only accept Purchase Payments denominated in the currency of the United States of America. Nationwide may accept Purchase Payments in another manner, such as securities in-kind subject to the following:

- (1) The Contract Owner provides advance notice to Nationwide and any specific information requested by Nationwide regarding the nature of the Purchase Payment; and
- (2) Nationwide provides its written consent to accept the Purchase Payment.

In addition, Nationwide reserves the right to discontinue accepting additional Purchase Payments at any time.

Processing of Purchase Payments

Purchase Payments will be applied to the Contract as described on the Contract Specifications Page. If the allocation of the Purchase Payment is not identified by the Contract Owner concurrently with Nationwide's receipt of the Purchase Payment or if the Purchase Payment is lacking any other supporting information reasonably necessary for Nationwide to process the Purchase Payment, Nationwide may return the Purchase Payment to the Contract Owner, without any further liability on the part of Nationwide.

Crediting and Recapture

To the extent permitted by law, Nationwide may in its discretion, credit additional amounts to the Purchase Payments. Typically, these credits are done at the request of the Contract Owner and are designed to cover expenses incurred by the Contract Owner upon leaving a previous investment provider. Nationwide anticipates recouping these expenses over time through managing of credited interest rates to take into account any additional crediting. In the event the Contract is terminated prior to recouping the costs associated with providing these credits, Nationwide will subtract the remaining unrecouped expenses associated with these credits from the Withdrawal Value.

5. **EXCHANGES AND TRANSFERS**

The EXCHANGES AND TRANSFERS section of the Contract is hereby deleted in its entirety and replaced with the following:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- 1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- 2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- 3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- 4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

6. TERMINATION AND WITHDRAWALS

The TERMINATION AND WITHDRAWALS section of the Contract is hereby deleted in its entirety and replaced with the following:

In the event Nationwide provides annuity payment options to Retired Participants, notwithstanding anything in the Contract to the contrary, including Contract termination, Nationwide will retain the assets attributable to Retired Participants that are receiving annuity payments from Nationwide.

Termination by the Contract Owner

The Contract Owner may terminate the Contract at any time by notifying Nationwide in writing. Once Nationwide receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following Nationwide's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Termination by Nationwide

Nationwide may terminate the Contract at any time by notifying the Contract Owner in writing. Once the Contract Owner receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following the Contract Owner's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Payment of the Withdrawal Value

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Contract.

- 1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Contract in one-lump sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Contract less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Contract. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- 2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Contract in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:
 - a) The Contract Value on the date before the installment is Withdrawn; divided by
 - b) the number of remaining installments.

Contract Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

Recapture of Acquisition Expenses

If Nationwide has provided any additional credits to the initial Purchase Payment that have not been recouped upon termination, Nationwide will deduct any unrecouped expenses associated with such credits from the Withdrawal Value.

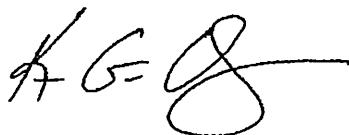
7. This Amendment is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Amendment, this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:



By: _____

By: _____



Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: MONTGOMERY COUNTY ALABAMA

Entity Number: 0036866001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 12/4/2018.

☐ **Option Three: New Investment Option**

Select a sub-option:

☐ **A. Sign a new Nationwide Fixed Application**

- Return Signed Options Form
- Return Signed Nationwide Fixed Application

☐ **B. Use existing Default Investment Alternative or name a new default investment option**

- Return Signed Options Form

OPTION 3

**REQUIRED
DOCUMENTS**

Please Note: if you do not take action, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options*.

Plan Sponsor Signature

Date

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

PNM-17095AO (05/18)

29.14



APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
1-877-677-3678

APPLICANT

_____ (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Elect One:

☐ **Contract Level Aggregate Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).

☐ **Participant Level Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR AL RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

FOR MA RESIDENTS ONLY: You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.

SIGNATURES

Signed on behalf of _____, this _____ day of _____,

☐ Yes ☐ No Do you have existing life insurance or annuity contracts?

☐ Yes ☐ No Will the applied for Contract replace any existing life insurance or annuity contracts?

(Authorized Signature of Applicant)

Date

(Title)

☐ Yes ☐ No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

(Authorized Nationwide Agent/Representative Signature)

Date

(Title)

2915

AGENDA

DEC - 3 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: December 3, 2018

RE: Contract No. 51100-16B-004
Security Guard Services

Request that rules be waived and approval of attached Amendment No. 7 to MASTSEC, LLC. contract for security guard services be placed on the agenda December 3, 2018.

Amendment No. 7 will allow the contract to be extended for ninety (90) days, beginning December 1, 2018 and ending on February 28, 2019.

All other provisions of the contract shall remain the same.

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

Attachment

AGENDA

DEC - 3 2018

94-801



Reps. Hooper, Knight (J), Mikell, Walker

H. 191

Enrolled, An Act,

Relating to Montgomery County, authorizing the county commission to levy an additional ad valorem tax and providing for a referendum.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Pursuant to subsection (f) of Amendment No. 373 to the Constitution of Alabama of 1901, the county commission may levy, in addition to any other tax, an ad valorem tax in the amount of twelve (12) mills on each dollar of taxable property in the county. The revenue from the additional tax shall be paid to the county general fund to be used for general education purposes.

Section 2. The increase in the rate of the tax as provided by this act is subject to the approval of a majority of the qualified electors of the county who vote on the proposed increase at the next general, primary, constitutional, or special election held for that purpose.

Section 3. This act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

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James A. Clark
Speaker of the House of Representatives

Byron Brownlee, Jr.
President Pro Tempore and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was
passed by the House May 3, 1994.

Greg Pappas
Clerk

Senate

MAY 5 1994

Passed

APPROVED 5-6-1994

TIME 1:45 p.m.

Jim Folsom
GOVERNOR

Alabama Secretary of State

Phone: 94-808

District #1 Montgomery County (Outside City Limits - Not Pike Road)				
Constitutional Amendment #	Section	Available Mills	Mills Already Approved By Voters	Mills to be Approved By Voters
269		1		1
3	1	3.5	3.5	
3	2	3.5		3.5
202		5		5
382		3		3
Total		16	3.5	12.5

778 Fill-Gap Mills 6.5 -6.5

Total Mills Collected Now 10

Growth in Mills if Voters Approve 12.5 Mills for Education 6

File: Ad Val Taxes - Public Schools - District #1
 Issued by: Donald Mims
 Date Issued: 12/1/18

MONTGOMERY COUNTY ALABAMA AD VALOREM TAX MILLAGE RATES as of October 1, 2018									
DISTRICT #1 Montgomery County (Outside City Limits-Not Pike Road)									
State	General	2.5							
	Soldier	1							
	School	3							
		6.5							
County	General	5							
	R&B	2.5							
		7.5							
School	Countywide	3.5							
	Regular District								
	Special District	6.5							
	Amendment 778	10							
City									
Volunteer Fire		5							
TOTAL		0.029	29						
Abatements			13						
Homestead			\$51.00						
DISTRICT #2 City of Montgomery (Inside City Limits-All Services)									
State	General	2.5							
	Soldier	1							
	School	3							
		6.5							
County	General	5							
	R&B	2.5							
		7.5							
School	Countywide	3.5							
	Regular District	3.5							
	Special District	3							
	Amendment 778	10							
City		12.5							
Volunteer Fire									
TOTAL		0.0365	36.5						
Abatements			13						
Homestead			\$41.00						
DISTRICT #3 City of Montgomery (Inside City Limits-Not All Services)									
State	General	2.5							
	Soldier	1							
	School	3							
		6.5							
County	General	5							
	R&B	2.5							
		7.5							
School	Countywide	3.5							
	Regular District	3.5							
	Special District	3							
	Amendment 778	10							
City									
Volunteer Fire									
TOTAL		0.024	24						
Abatements			13						
Homestead			\$41.00						
DISTRICT #4 Pike Road, Alabama									
State	General	2.5							
	Soldier	1							
	School	3							
		6.5							
County	General	5							
	R&B	2.5							
		7.5							
School	Countywide	3.5							
	Regular District								
	Special District	6.5							
	Amendment 778	10							
City	General	10							
	Schools	16							
		26							
TOTAL		0.05	50						
Abatements			13						
Homestead			\$41.00						

Janet Buskey, Revenue Commissioner

AMENDMENT 778 RATIFIED

Minimum ad valorem tax rate for general school purposes.

(a) There is hereby authorized and there shall be levied and collected for general public school purposes, for the ad valorem tax year commencing October 1, 2006, and for each ad valorem tax year thereafter, in each school district of the state, in addition to all other taxes, a special ad valorem school property tax at a rate equal to the difference between ten dollars on each one thousand dollars of taxable property in such district and the sum of the rates per thousand of all the ad valorem property taxes described in Section (b) hereof otherwise levied and collected for general public school purposes in such school district and required or permitted by the terms of this amendment to be taken into account for purposes of determining the rate of said tax. The County Commission or other like governing body of each county in the State is hereby directed to compute and determine annually the rate or rates of, and to levy and collect in and for the benefit of each school district within such county, the additional ad valorem property tax authorized hereby, in compliance with the provisions of this amendment. The proceeds from said tax shall not, any provisions of any law or of this constitution to the contrary notwithstanding, be subject to any fees, charges or commissions for assessment or collection by any person whatever, it being the intent hereof that the full amounts of the proceeds of said tax collected shall be used for general public school purposes.

(b) The following described ad valorem property taxes, to the extent the use of the proceeds thereof is not lawfully restricted, earmarked or otherwise designated for a purpose or purposes more particular than general public school purposes, now or hereafter levied and collected in each school district of the State, shall be taken into account annually in determining the rate of the tax required to be levied each year pursuant to the provisions of Section (a) of this amendment:

(1) countywide ad valorem property taxes levied and collected for public school or educational purposes under the provisions of Section 269 of, or Amendments 3 or 202 [§§269.01 through 269.04] to, the Constitution of Alabama of 1901 or any amendment thereto adopted subsequent to the adoption of this amendment similarly authorizing the levy of such taxes,

(2) countywide ad valorem property taxes levied and collected for public school or educational purposes,

(3) that portion, expressed as an ad valorem tax millage rate, of any local countywide ad valorem property tax or taxes levied and collected in any county of the state for general purposes that is paid or required to be distributed to or used for the benefit of

the respective public school system or systems of the county to which the school district has reference, and that is designated by official action of the taxing authority levying the same as creditable for purposes of Section (a) of this amendment, provided that any such portion of such tax once so designated may not thereafter be designated for other than general school purposes and shall be recorded as a school tax that may be levied and collected without limit as to time,

(4) school district ad valorem property taxes levied and collected under the provisions of Amendments 3 or 382 to the Constitution of 1901 [§§269.01 through 269.04], or the provisions of any constitutional amendment applicable only to the county (or part thereof) in which the school district is located authorizing the levy of an ad valorem property tax in the school district, and

(5) any ad valorem property taxes otherwise levied by and collected in any municipality of the state for public school purposes the proceeds of which are paid or required to be used for the benefit of the school system of such municipality, and that are designated by the taxing authority levying the tax as creditable for purposes of Section (a) of this amendment, provided that any such tax once so designated may not thereafter be designated for other than general school purposes and shall be recorded as a school tax that may be levied and collected without limit as to time.

(c) Each local taxing authority in the State levying ad valorem property taxes for public school purposes shall annually notify the Alabama Department of Revenue, the Alabama State Superintendent of Education, and the Director of Finance of all ad valorem property taxes so levied by such authority for school purposes (including the tax authorized to be levied hereby), of the authority under which such taxes were levied and collected, the provisions of any referendum at which they were approved pertaining to the rates thereof, the time they are to continue, the purposes for which they were approved, and the particular constitutional authority under which they were submitted for referendum, if applicable.

(d) The levy and collection of the additional ad valorem property tax authorized and required to be levied and collected pursuant to the provisions of this amendment shall not affect or reduce any authorization heretofore or hereafter otherwise existing for the levy of any school district or countywide ad valorem property tax or taxes, whether such levy is subject to approval by the qualified electors of the jurisdiction in which the tax may be levied at a referendum election or otherwise.

(e) The tax levied pursuant to this amendment may be pledged for payment of any debt obligations incurred for public school purposes for which any other ad valorem property tax levied in the school district in which the tax is levied is or may be pledged for repayment. No provision of this amendment shall affect or impair the

Donald Mims

From: Donald Mims
Sent: Saturday, December 01, 2018 1:22 PM
To: Elton Dean; Elton N. Dean, Sr.
Cc: Tammy Nix; 'Tommy Gallion'; 'Tammy Price'
Subject: Urgent / Newly discovered Act Authorizing 12 New Mills for EDUCATIONAL PURPOSES
Attachments: Montgomery County Ad Valorem Tax Information Issued 12-1-18.pdf

Chairman Dean,

Please see the attached Act authorizing 12 New Mills for Educational Purposes in Montgomery County which was signed into law in 1994. I did not know about this act.

I received this act in an email from the Department of Revenue Friday after a Thursday meeting. **I just saw the act.** The Act was not discussed in the meeting other than they were to email it to me. The meeting was about a future response to the Media.

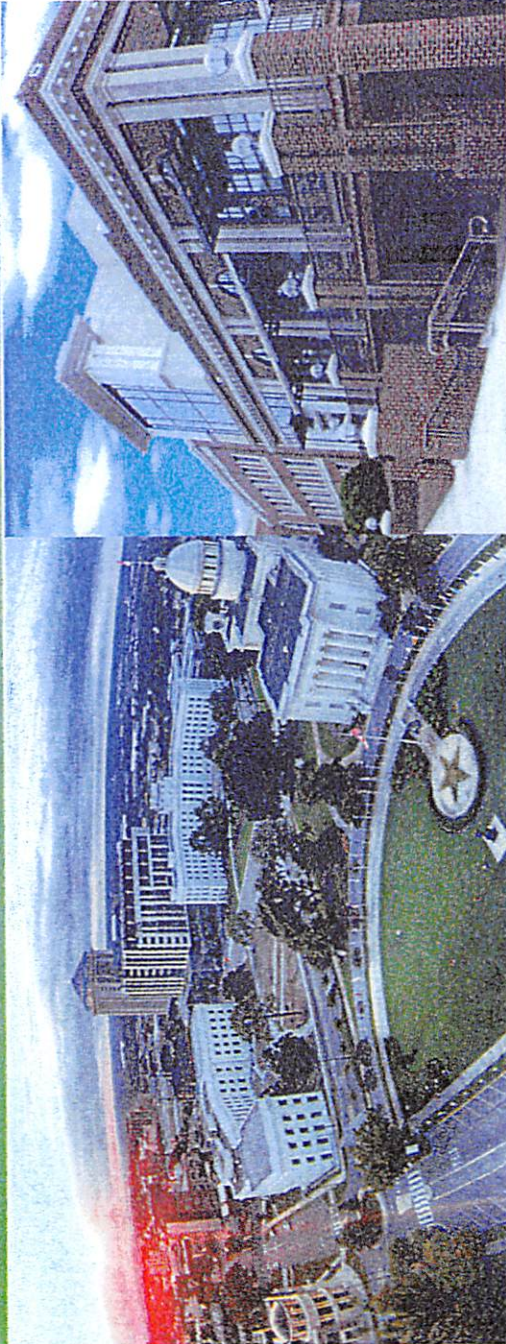
Florence and I attended a meeting Thursday at the Department of Revenue with the State Revenue Commissioner. In attendance was Janet Buskey, Allison Holland, William Flowers, Barry Crab with the City, Mayor Gordon Stone and BoBo Gilpin, Florence and me along with a lot of Revenue Department Staff.

I am also attaching you some additional information regard Ad Valorem Taxes.

I will call you.

Donnie

STIFEL



AGENDA

DEC - 3 2018

Montgomery County

Public Building Authority Lease Revenue Warrants, Series 2018
Presentation of Final Pricing

December 3, 2018

30-1

\$30MM County Improvements—Series 2018 PBA Revenue Warrants STIFEL

The County PBA Series 2018 Warrants were sold on Wednesday, November 28th. Please see below for detailed financing results.

Financing Results:

- \$30MM County Improvements amortized over 30 years
- Minimal principal amortization in fiscal years 2019 – 2028 in order to mitigate the budget impact in the near term where the County's existing debt service is highest.
- Level debt service amortization beginning in fiscal year 2029 through final maturity in fiscal year 2048.
- County's General Obligation ratings affirmed at Moody's: Aa1 and S&P: AA
- PBA warrants subject to annual appropriation affirmed at Moody's: Aa2 and S&P: AA-

Series 2018 PBA Revenue Warrants

FY End (9/30)	Principal	Interest	Debt Service
2019	50,000	922,441	972,441
2020	50,000	1,280,950	1,330,950
2021	50,000	1,279,450	1,329,450
2022	50,000	1,277,950	1,327,950
2023	100,000	1,275,200	1,375,200
2024	100,000	1,271,200	1,371,200
2025	100,000	1,266,700	1,366,700
2026	100,000	1,261,700	1,361,700
2027	100,000	1,256,700	1,356,700
2028	125,000	1,251,075	1,376,075
2029	875,000	1,226,075	2,101,075
2030	920,000	1,181,200	2,101,200
2031	970,000	1,133,950	2,103,950
2032	1,020,000	1,084,200	2,104,200
2033	1,070,000	1,031,950	2,101,950
2034	1,125,000	977,075	2,102,075
2035	1,185,000	919,325	2,104,325
2036	1,245,000	858,575	2,103,575
2037	1,310,000	794,700	2,104,700
2038	1,375,000	727,575	2,102,575
2039	1,440,000	664,400	2,104,400
2040	1,495,000	605,700	2,100,700
2041	1,560,000	544,600	2,104,600
2042	1,620,000	481,000	2,101,000
2043	1,685,000	414,900	2,099,900
2044	1,755,000	346,100	2,101,100
2045	1,830,000	274,400	2,104,400
2046	1,905,000	199,700	2,104,700
2047	1,980,000	122,000	2,102,000
2048	2,060,000	41,200	2,101,200
TOTAL	29,250,000	25,971,991	55,221,991

Sources of Funds

Par Amount	29,250,000
Original Issue Premium	1,108,608
Total	30,358,608

Uses of Funds

Project Fund	30,000,000
Issuance Costs	356,563
Additional Proceeds	2,046
Total	30,358,608

Bond Summary Statistics

Average Life (years)	20.74
All-In TIC	4.13%

- Despite an average MMD increase of 8.5bps since the County was last updated on September 17th, the final All-in Tic was 5bps better (4.18% vs 4.13%) reducing total debt service by over \$167k through final maturity.

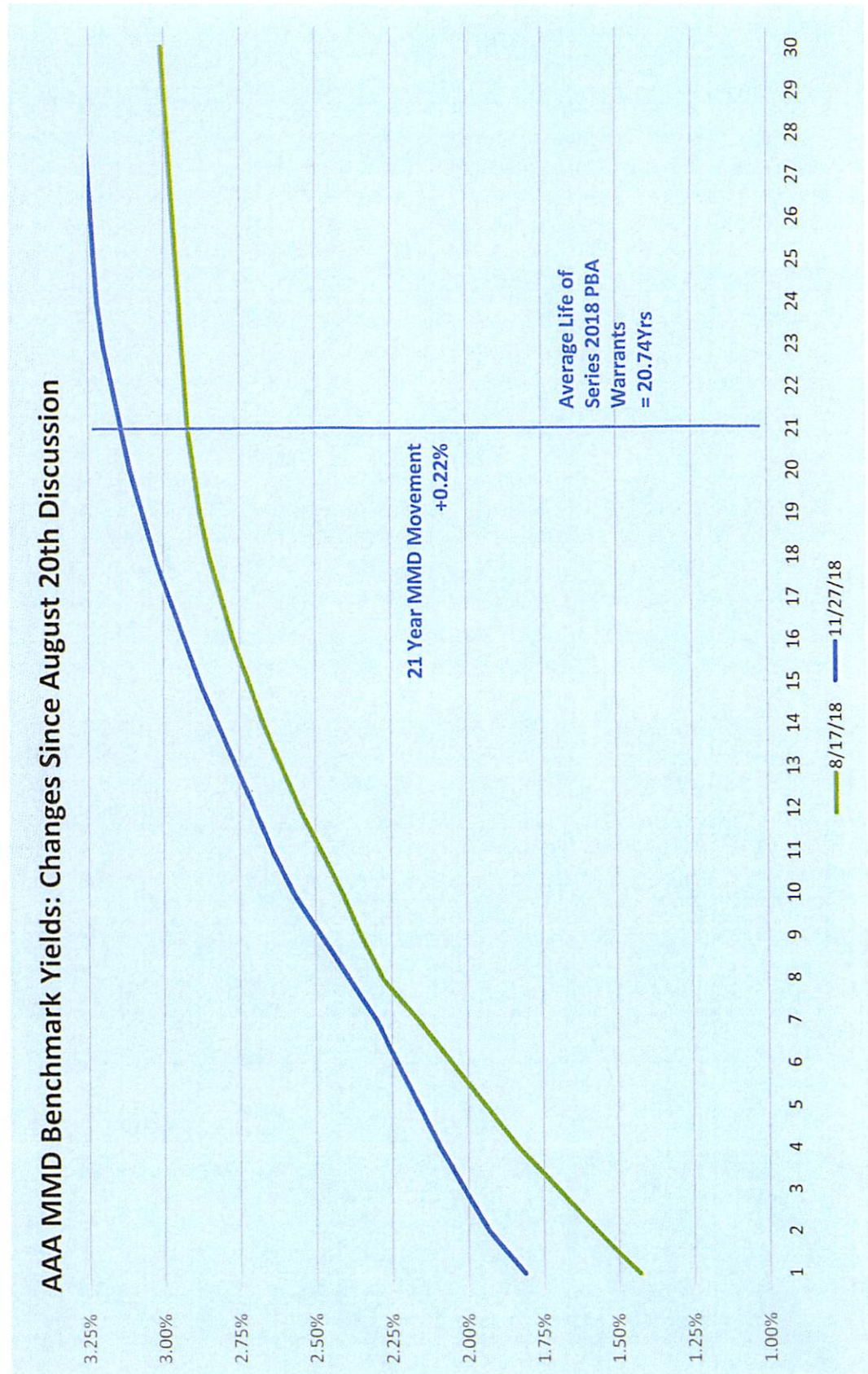
30-2

STIFEL

Aggregate Annual Debt Service Impact—After Series 2018 Warrants

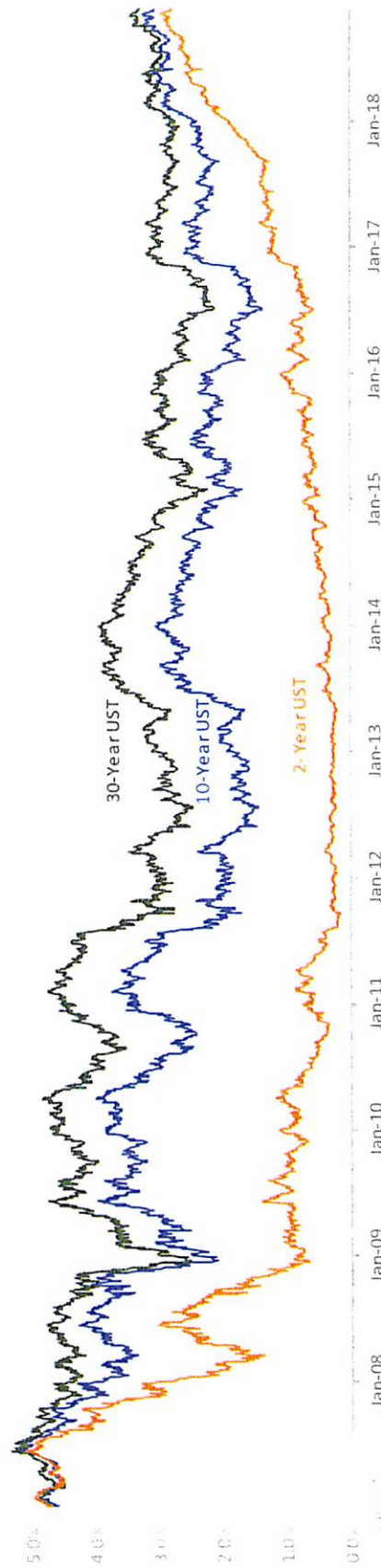
FYE 9/30	GO 2010-A		PBA 2012		PBA 2014		PBA 2015		GO QECB 2012		GO QECB 2014		PECD 2015		GO 2015		GO 2017		Existing Aggregate Debt Service		PBA 2018		Resulting New Aggregate Debt Service	
	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service	Debt	Service
2019	1,355,375	374,575	3,836,100	650,460	398,587	392,272	1,060,600	3,161,850	670,775	11,900,594	972,441	12,873,035												
2020	1,315,500	376,890	3,878,100	649,160	398,587	389,278	1,058,300	3,157,600	666,975	11,890,390	1,330,950	13,221,340												
2021	1,333,875	378,749	3,858,975	647,535	398,587	386,455	1,061,500	3,160,000	672,725	11,898,401	1,329,450	13,227,851												
2022	2,543,250	2,511,349	1,721,900	650,510	398,587	383,607	1,059,500	2,228,750	692,650	12,190,103	1,327,950	13,518,053												
2023	2,547,125	269,133	3,968,825	648,410	398,587	380,556	1,061,500	2,231,125	696,750	12,202,010	1,375,200	13,577,210												
2024	-	3,249,430	3,538,075	646,310	398,587	377,301	1,062,250	2,234,125	689,025	12,195,103	1,371,200	13,566,303												
2025	-	115,575	6,666,950	649,135	398,587	374,123	1,061,750	2,232,625	694,338	12,193,083	1,366,700	13,559,783												
2026	-	2,467,450	4,315,825	646,885	398,588	370,879	1,060,000	2,231,500	692,375	12,183,502	1,361,700	13,545,202												
2027	-	-	6,292,700	1,137,135	398,586	367,472	1,062,000	2,230,500	693,075	12,181,468	1,356,700	13,538,168												
2028	-	-	6,315,788	1,110,035	-	363,929	1,059,300	2,229,375	692,775	11,771,201	1,376,075	13,147,276												
2029	-	-	5,032,750	1,088,160	-	364,566	1,061,150	-	158,313	7,704,939	2,101,075	9,806,014												
2030	-	-	-	6,125,148	-	-	1,059,900	-	155,188	7,340,235	2,101,200	9,441,435												
2031	-	-	-	6,125,268	-	-	1,062,150	-	156,838	7,344,255	2,103,950	9,448,205												
2032	-	-	-	-	-	-	1,062,650	-	158,194	1,220,844	2,104,200	3,325,044												
2033	-	-	-	-	-	-	1,061,400	-	154,414	1,215,814	2,101,950	3,317,764												
2034	-	-	-	-	-	-	1,058,400	-	155,495	1,213,895	2,102,075	3,315,970												
2035	-	-	-	-	-	-	1,055,575	-	156,325	1,211,900	2,104,325	3,316,225												
2036	-	-	-	-	-	-	1,061,875	-	156,900	1,218,775	2,103,575	3,322,350												
2037	-	-	-	-	-	-	1,058,869	-	157,325	1,216,194	2,104,700	3,320,894												
2038	-	-	-	-	-	-	1,059,319	-	-	1,059,319	2,102,575	3,161,894												
2039	-	-	-	-	-	-	1,057,975	-	-	1,057,975	2,104,400	3,162,375												
2040	-	-	-	-	-	-	1,059,975	-	-	1,059,975	2,100,700	3,160,675												
2041	-	-	-	-	-	-	-	-	-	-	2,104,600	3,160,675												
2042	-	-	-	-	-	-	-	-	-	-	2,101,000	3,160,675												
2043	-	-	-	-	-	-	-	-	-	-	2,099,900	3,160,675												
2044	-	-	-	-	-	-	-	-	-	-	2,101,100	3,160,675												
2045	-	-	-	-	-	-	-	-	-	-	2,104,400	3,160,675												
2046	-	-	-	-	-	-	-	-	-	-	2,104,700	3,160,675												
2047	-	-	-	-	-	-	-	-	-	-	2,102,000	3,160,675												
2048	-	-	-	-	-	-	-	-	-	-	2,101,200	3,160,675												
TOTAL	9,095,125	9,743,150	49,425,988	20,774,150	3,587,283	4,150,439	23,325,938	25,097,450	8,270,453	153,469,974	55,221,991	208,691,965												

Recent Interest Rate Movement

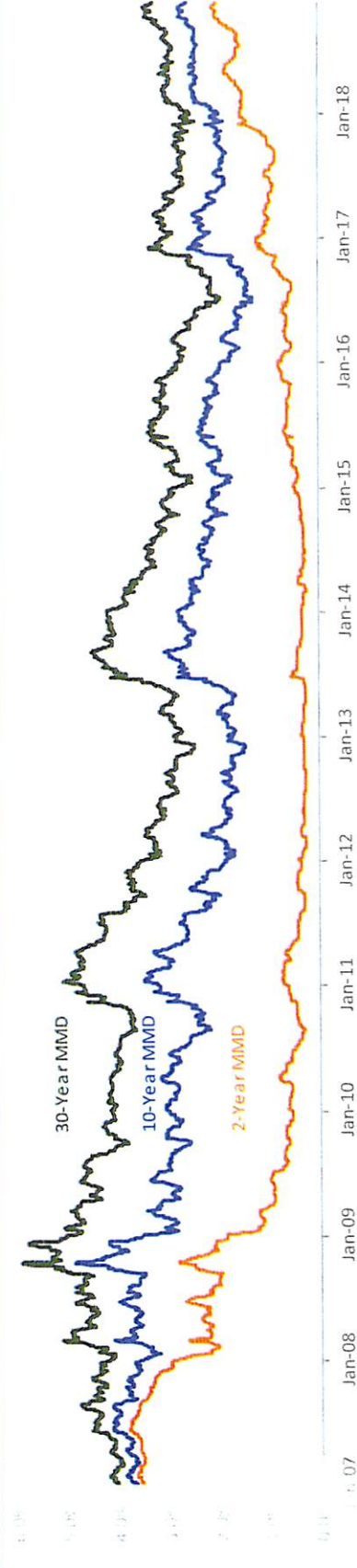


Historic Interest Rates

2, 10 and 30-Year Treasury Yields



2, 10 and 30-Year Municipal Market Data (MMD) Yields



Disclosure

STIFEL

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|--|------------|-----------|------------|
| 1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds. | <u>X</u> | — | — |
| 2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds. | <u>X</u> | — | |
| 3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds. | — | — | <u>X</u> |
| 4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement. | <u>X</u> | — | — |
| 5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County. | <u>X</u> | — | — |
| 6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds. | <u>X</u> | — | — |
| 7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds. | <u>X</u> | — | — |
| 8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit. | <u>X</u> | — | — |

04255303.1

Adopted Pursuant to Act No. 2009-757
October 1, 2009

State of Alabama Department of Examiners of Public Accounts

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- X
-
-

X

- X
-
-

X

- X

- Name of Employee/Official _____ X

- X

16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk."

— — X

04255303.1

Adopted Pursuant to Act No. 2009-757
October 1, 2009

State of Alabama Department of Examiners of Public Accounts

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30-9

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature Elton N. Dean Sr.

Printed Name Elton N. Dean, Sr.

Title Chair

Date of Issuance of Bonds or Swap Agreement December 12, 2018

In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the Chief Administrative Officer, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature Frank McPhillips

Printed Name Frank McPhillips

Title Bond Counsel

Company Name Maynard, Cooper & Gale, P.C.

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

**Mailing Address: State of Alabama Department of
Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251**

04255303.1

Adopted Pursuant to Act No. 2009-757
October 1, 2009

State of Alabama Department of Examiners of Public Accounts

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Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Underwriting Discount (Stifel Nicolaus, Liberty Capital Markets)	\$212,062.50
County Co-Counsel (Haskell Slaughter & Gallion, LLC)	5,000.00
County Co-Counsel (Means Gillis Law, LLC)	5,000.00
PBA Co-Counsel (Haskell Slaughter & Gallion, LLC)	5,000.00
PBA Co-Counsel (Means Gillis Law, LLC)	5,000.00
Bond Counsel (Maynard, Cooper & Gale, P.C.)	55,000.00
Paying Agent (Regions Bank)	2,500.00
Digital Assurance Certification, L.L.C.	2,500.00
Rating (Moody's Investors Services)	33,000.00
Rating (Standard & Poor's)	25,500.00
Closing Costs	6,000.00
Total	\$356,562.50

04255303.1

Adopted Pursuant to Act No. 2009-757

October 1, 2009

State of Alabama Department of Examiners of Public Accounts

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Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature Elton N. Dean, Jr.

Printed Name Elton N. Dean, Sr.

Title Chair

Date of Issuance of Bonds December 12, 2018

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature Michael P. Dunn

Printed Name Michael P. Dunn

Title/Company Stifel, Nicolaus & Company, Incorporated

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by _____
(County Commission) on _____ (Date of Issuance), I/We do hereby acknowledge the following:

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|------------|-----------|------------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement. | ___ | ___ | <u>X</u> |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | ___ | ___ | <u>X</u> |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | ___ | ___ | <u>X</u> |

Bond Underwriter/Swap Agreement Provider:

Signature _____

Printed Name _____

Title _____

Company Name _____

04255303.1

Adopted Pursuant to Act No. 2009-757
October 1, 2009

State of Alabama Department of Examiners of Public Accounts

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**Statements Relating to the
County Government Bond Financing Review Form
Montgomery County Public Building Authority, Revenue Warrants, Series 2018**

The following statements are made relating to delivery of the county government bond financing review form as required by Section 11-8A-1 et al, of the Code of Alabama, 1975, as amended in relation to the issuance of Montgomery County Public Building Authority ("PBA") Revenue Warrants, Series 2018 in the aggregate principal amount of \$29,250,000 dated December 12, 2018 and should be presented to the County Commission prior to the execution of said form:

- (1) The county commission has considered whether it can satisfy its financial obligations for the life of the bonds.

The Series 2018 PBA Revenue Warrants are structured such that annual debt service payments are approximately \$1,350,000 +/- in fiscal years 2019 - 2027, increasing to approximately \$2,100,000 +/- thereafter in fiscal years 2028 – 2048. The underwriters have presented the impact of this issue on the County's aggregate annual debt service payments made from its General Fund budget, and the County has identified how it can effectively budget for the increased debt service amounts.

- (2) In the case of limited obligation indebtedness, the county commission has identified the source for the debt service payments for the life of the bonds.

While the Series 2018 PBA Warrants do not constitute a general obligation of the County, the annual appropriation lease payments are (on a year to year basis only) a general obligation indebtedness, and are paid from general fund revenues and other legally available sources. As noted above, the County has identified how the debt payments will be funded.

- (3) In the case of general obligation indebtedness, the county commission has indicated that the full faith and credit of the county has been pledged for the debt service payments for the life of the bonds.

The annual appropriation lease payments which secure the Series 2018 PBA Warrants will be general obligations of the County (each fiscal year), for the payment of which, once appropriated, the full faith and credit of the County will be irrevocably pledged. Revenues available to the County for payment of lease payments securing the Series 2018 PBA Warrants include ad valorem taxes, sales and business license taxes and other general fund revenues. None of such legally available revenues are, however, specially pledged for payment of debt service on the Series 2018 PBA Warrants.

(4) The county commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.

The projects being funded with proceeds of the Series 2018 PBA Warrants are building improvements which have a long term economic life. The financing structure of the PBA Warrants, with a final maturity of 2048 and an average life of approximately 20.7 years, is reasonable given the period of usefulness for the proposed county facilities improvements and has been appropriately considered by the County.

(5) The county commission acknowledges that bond proceeds shall not be used for general operating expenses of the county.

The County has identified various capital projects of approximately \$30 million to be funded from the proceeds of the issue. The remaining proceeds will be used to pay the costs of issuing the Series 2018 PBA Warrants. No proceeds of the issue will be used for County operating expenses.

(6) The county commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.

A detailed Cost of Issuance schedule has been provided to the County, along with the other schedules summarizing the results of the transaction.

(7) The county commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the county if it issues the bonds.

The underwriters, for a period well over a year, have been reviewing with the County financing options for its capital projects and providing various scenarios & structures for the new debt and its impact on the County's aggregate debt payments, before arriving at the 30 year amortization that was executed. On several occasions during this period the underwriters appeared before the County Commission with information on the financing and general market updates.

(8) The county commission has considered the effect, if any, that the bonds will have on the county's constitutional debt limit.

The Series 2018 PBA Warrants do not impact the County's constitutional debt limit. The only charge against the debt limit will be the annual appropriation lease payment due within the next 12 month period. The underwriters and bond counsel have provided the County with a

statement of its Section 224 Constitutional Debt Margin after the issuance of the Series 2018 PBA Warrants. The County has over \$85 million in remaining constitutional debt margin after the issuance.

(9) The county commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of execution of the bond financing agreement.

This information has been provided to the County Commission along with the final report of the financing results.

(10) The county commission understands how the issuance of refunding bonds may extend the county's initial debt repayment period and the total cost paid by the county by the end of the refunding period.

N.A. The issue does not refund any prior debt. It is entirely a "new money" issue.

(11) The county commission has considered whether the refunding bonds will create net present value savings for the county, including the costs of refinancing.

N.A.

There is no swap agreement associated with this transaction, so remaining items 12 – 16 of the County Government Bond Financing Review Form are not applicable to this transaction.

November 29, 2018

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

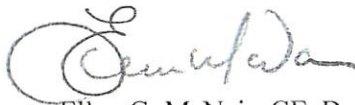
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday December 3, 2018 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

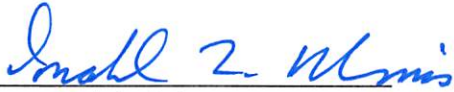
ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

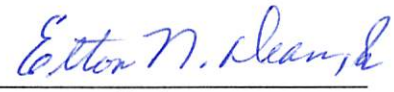
		For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1	
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> - General Reputation and Character, Job Performance, or Salaries / Compensation - Formal Complaints or Charges Against an Individual or Legal Entity - Discussion with the Government Body's Attorney - Security Plans and Measures - Criminal Investigation and the Identity of an Undercover Agent or Informer - Negotiations to Buy / Sell / Lease Real Property - Preliminary Negotiations in Trade Competition - Negotiations Between The Body and a Group of Public Employees - Discuss and Vote Upon a Public or Contested Case Hearing	Page 21	Section IV (A) 2	
	Page 21	Section IV (B) 1	
	Page 23	Section IV (B) 2	
	Page 23	Section IV (B) 3	
	Page 24	Section IV (B) 4	
	Page 25	Section IV (B) 5	
	Page 25	Section IV (B) 6	
	Page 26	Section IV (B) 7	
	Page 27	Section IV (B) 8	
	Page 27	Section IV (B) 9	
☐ 3. Receive a Written or Oral Declaration (if necessary). - Written Declarations are required for these Executive Sessions: - Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. - Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. - Discussions concerning the negotiations between the body and a group of public employees. - It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4	
☐ 4. Vote to go into Executive Session - The vote must be open/public; and - Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4	
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5	

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 17, 2018, at 8:00 in the morning.



Administrator



Chairman